



CITY OF SACRAMENTO

DEPARTMENT OF POLICE
HALL OF JUSTICE
813 - 6TH STREET

SACRAMENTO, CALIFORNIA 95814
TELEPHONE (916) 449-5121

CITY MANAGER'S OFFICE
RECEIVED
JAN 19 1984

JOHN P. KEARNS
CHIEF OF POLICE

January 18, 1984
Ref: 1-44

APPROVED AG 83/26
BY THE CITY COUNCIL

JAN 24 1984

OFFICE OF THE
CITY CLERK

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Contract for Use of California Highway Patrol Facilities

SUMMARY

The Sacramento Police Department conducts Basic Police Academies on a yearly basis. The training is conducted at the California Highway Patrol Facilities in Bryte. The California Highway Patrol requires an agreement between the City and the California Highway Patrol for the rental of their facilities. A City Council Resolution authorizing the City Manager to execute all future agreements with the California Highway Patrol for basic academy facilities is needed to allow the City and the Police Department to continue training new police officers.

BACKGROUND

Since 1971 the Sacramento Police Department has enjoyed the privilege of utilizing the California Highway Patrol Academy facilities for presenting a 680 hour basic police training academy. The use of these facilities is based on a very nominal rental fee.

Each academy presented by the Police Department requires the execution of an agreement between the City and the California Highway Patrol. The agreement contains indemnity and save harmless waivers and the costs for facilities rental.

As one of a limited number of P.O.S.T. certified basic academy presenters, the Sacramento Police Department extends to other police agencies the opportunity to send police recruits to the basic academy on a space available basis. For this service the Police Department charges the participating agency the appropriate costs as contained in the California Highway Patrol agreement.

The contracts between the participating police agencies and the Police Department also require the approval of the City Manager and the City Council.

To facilitate the execution of the California Highway Patrol training agreement and the subsidiary agreements involving police agencies with participants in the basic academy a City Council Resolution is required. The proposed resolution grants the City Manager authority to execute the training agreements with the California Highway Patrol for basic recruit officer training and to execute subsidiary agreements with other police agencies utilizing the Sacramento Police Department's Basic Recruit Officers Training classes.

The proposed resolution covers the current agreement and future agreements as needed to conduct basic police officer training.

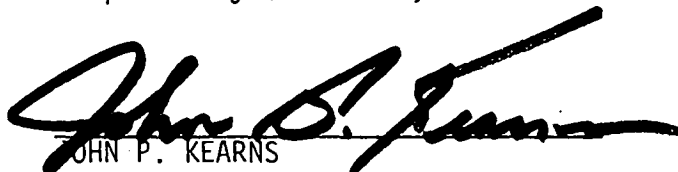
FINANCIAL IMPACT

The adoption of the proposed resolution will not have any additional financial impact on the City.

RECOMMENDATION

It is recommended that the City Council adopt the proposed resolution.

Respectfully submitted,


JOHN P. KEARNS
CHIEF OF POLICE

RECOMMENDATION APPROVED:

for: 
WALTER J. SLIPE
CITY MANAGER

JPK:kd

Attachments

RESOLUTION No. 84-060

Adopted by The Sacramento City Council on date of

RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACTS WITH THE CALIFORNIA HIGHWAY PATROL FOR USE OF THE HIGHWAY PATROL ACADEMY

WHEREAS, the Sacramento Police Department desires to undertake Basic Police Officer Training Classes on a continuous basis.

WHEREAS, the Sacramento Police Department intends to contract with the California Highway Patrol for the use of their training facilities to present Basic Police Officer Training Classes.

WHEREAS, the Sacramento Police Department will extend to other police agencies, the opportunity to train their new police officers in conjunction with the Sacramento Police Department's Basic Police Officer Training.

WHEREAS, the Sacramento Police Department will act as the fiscal agent for other public agencies desiring to utilize the Basic Police Officer Training.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO:

That the City Manager is hereby authorized to execute contracts with the California Highway Patrol for the use of training facilities. The City Manager is also authorized to execute all necessary subsidiary agreements with other public law enforcement agencies with participants in the Sacramento Police Department's Basic Police Officer Training Classes.

ATTEST:

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CITY CLERK

MAYOR
APPROVED
BY THE CITY COUNCIL
JAN 24 1994
OFFICE OF THE
CITY CLERK

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CITY OF SACRAMENTO

DEPARTMENT OF POLICE

HALL OF JUSTICE
813 - 8TH STREET

SACRAMENTO, CALIFORNIA 95814
TELEPHONE (916) 449-5121

JOHN P. KEARNS
CHIEF OF POLICE

December 27, 1983
Ref: 12-50

MEMORANDUM

TO: WALTER J. SLIPE
CITY MANAGER

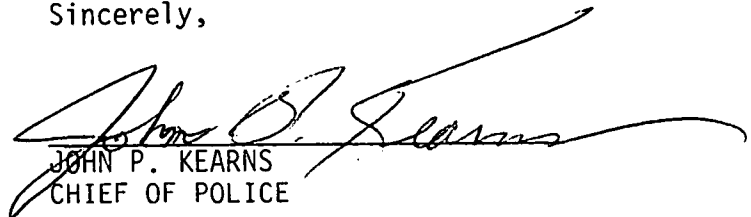
FROM: JOHN P. KEARNS
CHIEF OF POLICE

SUBJECT: CONTRACT FOR TRAINING FACILITIES WITH C.H.P.

Attached is the standard agreement for recruit training facilities. The agreement has been drafted by the California Highway Patrol and requires the signature of the City's Administration.

We have reviewed the agreement and recommend approval.

Sincerely,


JOHN P. KEARNS
CHIEF OF POLICE

JPK:kd

Attachment

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CITY OF SACRAMENTO



DEPARTMENT OF LAW
812 TENTH STREET SACRAMENTO, CA 95814
SUITE 201 TELEPHONE (916) 449-5346

JAMES P. JACKSON
City Attorney
THEODORE H. KOBEY, JR.
Assistant City Attorney
LELIAND J. SAVAGE
SAMUEL L. JACKSON
WILLIAM P. CARNAZZO
DIANE B. BALTER
RICHARD F. ANTOINE
Deputy City Attorneys

January 3, 1983

M E M O R A N D U M

TO: John P. Kearns, Chief of Police
Samuel Sommers, Captain

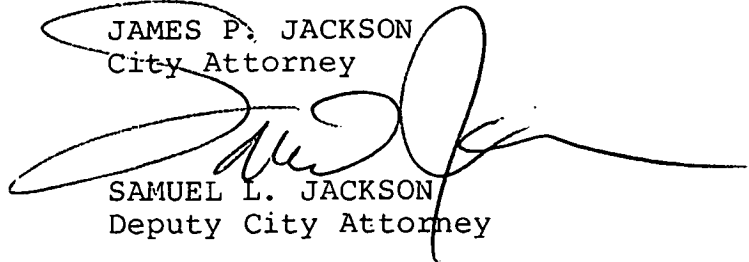
FROM: James P. Jackson, City Attorney
Samuel L. Jackson, Deputy City Attorney

RE: USE OF CHP ACADEMY FACILITIES FOR BASIC
RECRUIT TRAINING

I have reviewed the Agreement regarding the above-referenced subject. The agreement contains standard language which is identical to that of prior such agreements. Only the price terms have changed to reflect a slight increase in rates.

We recommend approval of the agreement.

JAMES P. JACKSON
City Attorney



SAMUEL L. JACKSON
Deputy City Attorney

SLJ:cac

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

P.O. BOX 898
SACRAMENTO, CALIFORNIA 95804

December 20, 1983

File No.: 71.A2472.A6393

Sacramento Police Department
813 Sixth Street
Sacramento, CA 95814

Attention Capt. Samuel Somers

RE: Basic Recruit Training Agreement

XX Please sign all copies and return them to the California Highway Patrol, Accounting Section, at the above address. Under no circumstances will a participant from your department be accepted if there is not a signed agreement on file in this office. If you have questions, you may contact the Contract Unit, telephone 916/445-2706.

Attached is an approved copy of the agreement which allows your department/personnel to participate in training classes conducted at the Academy.

XX Also, please forward a resolution passed by your City Council which gives authorization to enter into this program and the name of the individual who may sign the agreement. Thank you.

ACCOUNTING SECTION

Attachments

071-91 (8/83)

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DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
 AGREEMENT FOR BASIC RECRUIT TRAINING

THIS AGREEMENT, made and entered into this 20th day of December, by and between the State of California, acting by and through the Department of California Highway Patrol, and the City of Sacramento.

WHEREAS the City of Sacramento Police Department desires to conduct a Basic Recruit Officer Training Class using the California Highway Patrol Academy facilities.

WHEREAS the Department of California Highway Patrol is agreeable to allowing the Sacramento Police Department to use the Academy facilities for this purpose.

NOW, THEREFORE, the parties do hereby agree as follows:

1. The Sacramento Police Department may utilize the Academy facilities for a Basic Recruit Officer Training Class subject to training space available during the period February 20, 1984 thru May 18, 1984. For a one-week period beginning April 30, 1984 thru May 4, 1984 the recruits will be assigned to their respective agencies to participate in an Academy field orientation program and will not be using the CHP facilities.

2. The Department of California Highway Patrol agrees to provide living, dining, and classroom facilities at the following rates:

- \$24.75 per weekday, per student (excludes weekends) 1 1
- 9.00 per weekend day, per student .75
- 10.75 per day per nonresident student .25

3. As consideration for the use of the Academy facilities the City of Sacramento Police Department shall pay to the California Highway Patrol upon

receipt of an invoice an amount based upon the above rates and not to exceed Fifty-nine Thousand Nine Hundred Forty Dollars (\$59,940.00).

4. This agreement may be amended by mutual written consent of the parties herein.

5. City of Sacramento shall be responsible for paying any costs incurred by the California Highway Patrol for facility damage caused by the willful or malicious misconduct of trainees.

6. City of Sacramento agrees to indemnify, defend and save harmless the California Highway Patrol, its officers, agents and employees from any and all claims and losses accruing or resulting to any persons, firm or corporation who may be injured or damaged by the City of Sacramento in the performance of this agreement.

7. Notices and communication hereunder shall be sent to:

Department of California Highway Patrol
Accounting Section
P. O. Box 898
Sacramento, CA 95804

City of Sacramento Police Department
813 Sixth Street
Sacramento, CA 95814

ATTN: Captain Samuel Somers

8. The parties agree and promise to comply with the terms of this agreement.

STATE OF CALIFORNIA
Department of California Highway Patrol

CITY OF SACRAMENTO

By: _____
Fiscal Officer

By: _____
City Manager

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
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STATE OF CALIFORNIA
Department of California Highway Patrol

CITY OF SACRAMENTO

By: _____
Fiscal Officer

By: _____
City Manager

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
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STATE OF CALIFORNIA
Department of California Highway Patrol

CITY OF SACRAMENTO

By: _____
Fiscal Officer

By: _____
City Manager

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June 20, 1984

Department of California Hiway Patrol
Account Section
George Schatz, Fiscal Officer
P.O. Box 898
Sacramento, CA 95804

Dear Mr. Schatz:

On January 24, 1984, the Sacramento City Council adopted a resolution authorizing the execution of Agreement for Basic Recruit Training at the Hiway Patrol Facilities (AG83126; CC84-060).

Enclosed, for your records, is one fully certified copy of said agreement and authorizing resolution.

Sincerely,


Lorraine Magana
City Clerk

LM/slk/12
Enclosure

cc: Police Dept.