

**AGREEMENT BETWEEN THE CITY OF SAN MATEO AND
SAN MATEO – FOSTER CITY SCHOOL DISTRICT AND
SAN MATEO UNION HIGH SCHOOL DISTRICT
FOR SCHOOL RESOURCE OFFICER SERVICES**

THIS AGREEMENT made and entered into this 20th day of May, 2019, by and between the CITY OF SAN MATEO ("CITY"), a municipal corporation, and SAN MATEO UNION HIGH SCHOOL DISTRICT, a school district and SAN MATEO-FOSTER CITY SCHOOL DISTRICT, a school district ("PARTICIPATING ENTITIES").

RECITALS

- A. The PARTICIPATING ENTITIES desire School Resource Officer services at High Schools and Middle Schools located in the City of San Mateo.
- B. The CITY is willing to provide School Resource Officer services to the PARTICIPATING ENTITIES at High Schools and Middle Schools located in the City of San Mateo.
- C. The PARTICIPATING ENTITIES desire the School Resource Officer to drive a marked police vehicle and will pay for annual maintenance and amortization of the vehicle being used for this purpose.

NOW, THEREFORE, CITY and PARTICIPATING ENTITIES agree as follows:

SECTION 1-EFFECTIVE DATE AND TERM OF AGREEMENT

The term shall be from July 1, 2019 to June 30, 2021 ("Initial Term"). At the end of the Initial Term, the parties may amend this Agreement to add additional years to the term.

SECTION 2 - SCOPE OF DUTIES

CITY will provide the services set forth in Exhibit A to this Agreement, which is attached and incorporated by reference, at High Schools and Middle Schools located in the City of San Mateo. The City and participating entities agree to make continual efforts to monitor the assignment/scheduling of the School Resource Officer for efficacy and to ensure appropriate coverage is provided to the schools served.

The participating entities will pay for the annual maintenance and amortization of two police vehicles used by the school resource officers, as set forth in this agreement.

SECTION 3- PAYMENT

The total amount to be paid by the participating entities for the 2019/20 and 2020/21 school years is summarized below.

COST TO BE PAID BY EACH PARTICIPATING ENTITY		
	FY19/20	FY20/21
Salary	\$126,895	\$130,702
Benefits	\$113,400	\$116,802
Premium	\$10,346	\$10,656
Vehicle Maintenance	\$7,000	\$7,000
TOTAL	\$257,641	\$265,160

PARTICIPATING ENTITIES will pay CITY the following amounts on the dates shown below per invoice:

July 1, 2019

San Mateo Union High School District	
SRO	\$125,320.50
Vehicle Maintenance	\$ 3,500.00
Total	\$128,820.50

San Mateo-Foster City School District	
SRO	\$125,320.25
Vehicle Maintenance	\$ 3,500.00
Total	\$128,820.50

January 1, 2020

San Mateo Union High School District	
SRO	\$125,320.50
Vehicle Maintenance	\$ 3,500.00
Total	\$128,820.50

San Mateo-Foster City School District	
SRO	\$125,320.50
Vehicle Maintenance	\$ 3,500.00
Total	\$128,820.50

July 1, 2020

San Mateo Union High School District	
SRO	\$129,080.00
Vehicle Maintenance	\$ 3,500.00
Total	\$132,580.00

July 1, 2020 (C)

San Mateo-Foster City School District	
SRO	\$129,080.00
Vehicle Maintenance	<u>\$ 3,500.00</u>
Total	\$132,580.00

January 1, 2021

San Mateo Union High School District	
SRO	\$129,080.00
Vehicle Maintenance	<u>\$ 3,500.00</u>
Total	\$132,580.00

San Mateo-Foster City School District	
SRO	\$129,080.00
Vehicle Maintenance	<u>\$ 3,500.00</u>
Total	\$132,580.00

SECTION 4 - TERMINATION OF AGREEMENT

Any party may terminate this Agreement with or without cause by giving no less than 15 days written notice of termination, provided that PARTICIPATING ENTITIES shall pay CITY on a prorated basis for all services provided up to the date of termination.

SECTION 5 - RELATIONSHIP OF PARTIES

It is expressly understood that this is an agreement between independent entities and that no employee, partnership, joint venture, joint powers, or other relationship is established by the Agreement.

SECTION 6 - CITY PERSONNEL

A. For the purpose of performing the services and functions provided for in this Agreement, CITY will furnish and supply all necessary personnel, labor, supervision, equipment and supplies necessary to maintain the level of service to be rendered by CITY under this Agreement.

B. PARTICIPATING ENTITIES are not liable for the direct payment of any salaries, wages, or other compensation to any CITY personnel performing services under this Agreement.

SECTION 7-SCHOOL PERSONNEL

A. All involved parties, PARTICIPATING ENTITIES and CITY, will meet at least quarterly to discuss the program and ongoing feedback on implementation and dispersal of School Resource Officers hours.

B. All PARTICIPATING ENTITIES will provide office space on their individual campuses to include but not limited to a desk, phone, computer and a file cabinet.

SECTION 8-INDEMNIFICATION

Each party will indemnify, defend, and hold harmless the other parties and their officials, officers, agents, and employees from and against any and all claims asserted or liability established for damages or injuries to any person or property arising out of that party's performance of the services described in this Agreement (including the payment of any attorneys fees awarded), excepting any claims or liability resulting from another party's gross negligence or willful misconduct.

SECTION 9 - COMPLIANCE WITH APPLICABLE LAWS

All services to be performed by CITY pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances, and regulations.

SECTION 10-ASSIGNABILITY AND SUBCONTRACTING

The services to be performed and provided under this Agreement are unique to CITY and PARTICIPATING ENTITIES. No portion of these services shall be assigned or subcontracted without the written consent of the parties.

SECTION 11-NOTICES

Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To CITY:

Susan E. Manheimer, Chief of Police
San Mateo Police Department
200 Franklin Parkway
San Mateo, CA 94403

To PARTICIPATING ENTITIES:

SAN MATEO UNION HIGH SCHOOL DISTRICT

Attn: Dr. Kevin Skelly, Superintendent
650 North Delaware
San Mateo, CA 94401

SAN MATEO-FOSTER CITY SCHOOL DISTRICT

Attn: Dr. Joan Rosas, Superintendent
1170 Chess Drive
Foster City, CA 94404

or personally delivered to the other party to such address or such other address as that party designates in writing to the other.

SECTION 12-WAIVER

No failure on the part of a party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

SECTION 13-MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be chosen by a random selection process.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 14-AMENDMENT OR EXTENSION OF AGREEMENT

No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the parties. If an additional party is to receive services from CITY in connection with services to be provided under this Agreement, a written amendment to this Agreement shall be executed defining how that additional party is to share in the costs of the services as determined by CITY and PARTICIPATING ENTITIES.

SECTION 15-ADDITIONAL DOCUMENTS AND AGREEMENTS

The parties agree to cooperate in the execution of any additional documents or agreements which may be required to carry out the terms of this Agreement.

SECTION 16-CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced pursuant to the laws of the State of California.

SECTION 17-VENUE

In the event of litigation, venue is in the County of San Mateo.

SECTION 18-TIME OF IS THE ESSENCE

In entering into this Agreement, the parties recognize and agree that time is of the essence.

SECTION 19-ATTORNEYS FEES

In the event of any litigation regarding this Agreement, no party will recover its attorney's fees.

SECTION 20-WARRANTY OF LEGAL AUTHORITY

Each party warrants and covenants that it has the present legal authority to enter into, and perform, this Agreement. If either party is found to lack the authority to do the acts required of it under this Agreement or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall terminate.

SECTION 21-ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of the Agreement between the parties. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party. This Agreement may be executed in two (2) counterparts, each of which shall constitute an original.

CITY OF SAN MATEO

[REDACTED]

Susan L. [REDACTED]

APPROVED AS TO FORM:

5/20/19

SAN MATEO UNION HIGH SCHOOL
DISTRICT

[REDACTED]

Dr. Kevin Skelly

APPROVED AS TO FORM:

4/18/19

SAN MATEO-FOSTER CITY
SCHOOL DISTRICT

[REDACTED]

Dr. Joan Rosas

APPROVED AS TO FORM:

5-16-19

EXHIBIT A SCOPE OF DUTIES

- Reduce and prevent crime by and against students, committed primarily in or in connection with the assigned school
- Conduct crime prevention programs, function as an additional educational resource, act as a referral agent to help students obtain community resources not otherwise available, and guide students in solving problems
- Be responsible for initial crime investigation/reports
- Work incollaboration with SMPD Juvenile Detective, PAL, and beat patrol officers in an effort to leverage police resources
- Work in concert with school administrators to implement effective strategies to increase school safety and be a resource for the school in the area of crisis and emergency management planning, crime prevention or intervention and other school safety planning processes
- Act as a liaison for parents or children in need of outside resources
- Work with school administrators and juvenile detective to reduce truancy and the crime and social disorder that are brought about by truancy
- Work closely with probation officers assigned to the school to ensure that all conditions of probationers are being met
- Operate as full service officers at their schools and take responsibility for criminal activity associated with their assigned schools
- Provide prevention education on bullying, youth crime, violence and gang involvement utilizing the existing curriculum of the G.R.E.A.T. Program (6th Graders)