



Michael J. Sellers
Chief of Police

July 16, 2019

Santa Clara Unified School District
1889 Lawrence Road
Santa Clara, CA 95052
Attn: Stella Kemp, Ed.D – Superintendent of Schools

To Whom It May Concern:

Please find enclosed two copies of the Memorandum Of Understanding between City of Santa Clara and Santa Clara Unified School District regarding DARE instruction. Please complete the Santa Clara Unified School District signature block located on page four (**on both copies**), and return the signed copies to:

Santa Clara Police Department
601 El Camino Real
Santa Clara, CA 95050
Attn: Rowena Reyes

Please contact Rowena Reyes by phone at (408) 615-4860 or email at rreyes@santaclaraca.us if you have questions.

Michael J. Sellers
CHIEF OF POLICE

Sincerely,

A handwritten signature in blue ink, appearing to read "Rowena Reyes".

Rowena Reyes
Office Specialist III

MJS:rr

Police Department
601 El Camino Real
Santa Clara, CA 95050
FAX (408) 248-0276
police@santaclaraca.gov

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
SANTA CLARA UNIFIED SCHOOL DISTRICT**

This agreement ("Agreement") is made by and between the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"), and Santa Clara Unified School District, with its principal place of business located at 1889 Lawrence, Santa Clara, California 95052 ("School District"). City and School District may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

WHEREAS, the goal of the City of Santa Clara Police Department is to assist and provide community oriented police services to the students, staff and parents of the School District in an effort to reduce drugs and violence in schools located within the City of Santa Clara; and,

WHEREAS, a designated Drug Abuse Resistance Education ("D.A.R.E") officer would enable the Santa Clara Police Department to service the fourteen (14) elementary schools and two (2) middle schools 2019 – 2022 of the School District located within the City of Santa Clara, thereby providing a viable educational alternative to today's pressures and influences to experiment with drugs and alcohol or to engage in violent behavior.

AGREEMENT PROVISIONS

The Parties agree as follows:

1. SERVICES TO BE PROVIDED

The School Services Unit of the City of Santa Clara Police Department will provide the School District with a D.A.R.E. Officer who will divide his or her duties between classroom instruction, faculty in-service training, student and parent counseling, parent education, and student/police mentoring. In addition, the D.A.R.E. Officer will provide awareness and training for School Staff in violence, gang and drug awareness. Additionally, the D.A.R.E. Officer will provide training to students and parents in alternatives to violent behavior.

The D.A.R.E. Officer will be supervised by the School Services Sergeant who will make periodic visitations to the classroom to observe the effectiveness of the Officer, his/her presentations and ancillary activities. The School Services Sergeant will also be responsible for the yearly evaluation of the D.A.R.E. Officer.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on June 30, 2022.

3. PAYMENT AND FEES

School District shall pay to City the cost of the services provided to School District, which shall be \$ 60,131 for first year (an increase of 3% based on the previous year), \$61,935 for second year (an increase of 3% based on the previous year) and for third year \$ 63,793 (an increase of 3% based on the previous year). Payment shall be made by School District to City at the end of each school year.

4. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, School District agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become legally liable arising from School District's sole negligence, or in proportion to School District's comparative fault.

City agrees to protect, defend, hold harmless and indemnify School District and its affiliates, directors, trustees, officers, agents, and employees, from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which School District shall become legally liable arising from City's sole negligence, or in proportion to City's comparative fault.

5. INSURANCE

School District shall provide and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused School District's employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. School District shall maintain and provide evidence of worker's compensation coverage as required by law. School District shall provide City upon request with evidence of the insurance or equivalent self-insurance required under this paragraph.

School acknowledges and agrees that City is self-insured pursuant to Government Code 990.4 .

6. FAIR EMPLOYMENT

School District and City shall comply with all applicable Federal, State, and local non-discrimination laws and maintain all licenses required by State, Federal and local governments and regulatory agencies.

7. TERMINATION AND NOTICE

This Agreement may be terminated by either party upon thirty (30) days' written notification to the other party. Such notice shall be deemed given in writing deposited in the United State mail, postage prepaid, return receipt requested, addressed to the other party at the address set below:

To School District: Stella Kemp, Ed.D, Superintendent of Schools
Santa Clara Unified School District
1889 Lawrence Road
Santa Clara, CA 95052

To City: Chief of Police
City of Santa Clara
601 El Camino Real
Santa Clara, CA 95050

Upon termination, payment will be due on a prorated basis, for only those services provided by City.

8. COUNTERPART/FACSIMILE SIGNATURE

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

BRYAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“City”

SANTA CLARA UNIFIED SCHOOL DISTRICT
A PUBLIC SCHOOL DISTRICT

Dated: _____

By: _____
(Signature of Person executing the Agreement on behalf of
Contractor)

Name: Stella Kemp, Ed.D

Title: Superintendent of Schools
1889 Lawrence Road

Local Address: Santa Clara, CA 95052

“SCHOOL DISTRICT”