

**AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SEQUOIA UNION HIGH SCHOOL DISTRICT**

THIS AGREEMENT, entered into this _____ day of _____, 2004, by and between the COUNTY OF SAN MATEO, hereinafter called "COUNTY," and SEQUOIA UNION HIGH SCHOOL DISTRICT, hereinafter called "SUHSD";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code 51300, et seq., SUHSD may contract with County for the performance of one (1) on-site School Resource Officer and management of a School Resource Officer Program; and

WHEREAS, SUHSD and County find it necessary and desirable to specify the services to be performed and the payment for the services; and

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits.

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A - Services

Exhibit B - Payments and rates

2. Services to be performed by Contractor.

In consideration of the payments set forth herein, County shall provide a School Resource Officer to assist the school community for SUHSD in accordance with the terms, conditions and specifications set forth herein and in Exhibits A and B.

3. Payments.

In consideration of the services provided by County in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, SUHSD shall make payment to County based on the rates and in the manner specified in Exhibit B. In no event shall the SUHSD's total fiscal obligation under this Agreement exceed **FORTY NINE THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS (\$49,875.00)**.

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **August 30, 2004** through **June 17, 2005**.

This Agreement may be terminated by either party at any time upon thirty (30) days' written notice to the other party without a requirement of good cause.

5. Availability of Funds.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties.

Both parties agree and understand that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the SUHSD or County and that County acquires none of the rights, privileges, powers, or advantages of SUHSD's employees.

7. Hold Harmless.

- A. SUHSD shall indemnify and hold harmless County from and against all actions which in any way arise out of, result from, or are connected in any way with SUHSD's negligent or intentional acts in performing services under this agreement, except any action which arises solely and exclusively out of the negligent or intentional acts of County.
- B. County shall indemnify and hold harmless SUHSD from and against any and all actions which in any way arise out of, result from, or are connected in any way with the County's negligent or intentional acts in performing services under this agreement, except any action which arises solely and exclusively out of the negligent or intentional acts of SUHSD.
- C. If an action arises out of the concurrent negligence of SUHSD and County, then liability for any damage in that action shall be apportioned between SUHSD and County in accordance with the California law of comparative negligence.
- D. As used in this section, "County" means the County, its officers, agents, employees and servants.
- E. As used in this section, "SUHSD" means the SUHSD, its officers, agents, employees and servants.
- F. As used in this section, "actions" means actions, claims, suits, demands, and liability of every name, kind, and description brought for, or on account of injuries to or death of any person, including SUHSD and County, or damage to property of any kind whatsoever and to whomsoever belonging.
- G. The duty of SUHSD and County to indemnify and hold harmless as set forth herein shall include the duty to defend as set forth in Civil Code Section 2778.

8. Assignability and Subcontracting.

Neither party may assign the benefits nor delegate the duties set forth in this Agreement.

9. Insurance.

The work shall not commence under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the County, and SUHSD shall use diligence to obtain such issuance and to obtain such approval. SUHSD shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending SUHSD's coverage to include the contractual liability assumed by the SUHSD pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Sheriff's Office and County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- A. **Worker's Compensation and Employer's Liability Insurance.** SUHSD shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance, or an acceptable program of self-insurance providing full statutory coverage. In signing this Agreement, SUHSD certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and SUHSD will comply with such provisions before commencing the performance of the work of this Agreement.

B. **Liability Insurance.** The SUHSD shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect County and SUHSD while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damages which may arise from the performance of services by County or SUHSD or both under this Agreement. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

County and its officers, agents, employees and servants shall be named as additional insured on the others' such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the other party, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the other party or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Such insurance shall include:

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

Such insurance shall include:

- i) Comprehensive General Liability \$1,000,000
- ii) Motor Vehicle Liability Insurance \$1,000,000
- iii) Professional Liability \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses.

All services to be performed pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

11. Non-Discrimination.

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* SUHSD shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* SUHSD and County shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. SUHSD and County's equal employment policies shall be made available to either party upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the SUHSD to penalties, to be determined by the County Manager, including but not limited to:
- i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine SUHSD's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to SUHSD under the Contract or any other Contract between SUHSD and County.

SUHSD shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified SUHSD that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. SUHSD shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, SUHSD shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The SUHSD shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records.

Subject to applicable state and federal confidentiality and privacy requirements, each party agrees to provide to the other party, to any federal or state department having monitoring or reviewing authority, to the other party's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules, and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

SUHSD and County shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

13. Merger Clause.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. Controlling Law.

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

15. Notices.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of COUNTY, to:

County Manager
Hall of Justice and Records
400 County Center
Redwood City, CA 94063

In the case of SUHSD, to:

Patrick R. Gemma, ED.D.
Sequoia Union High School District
480 James Avenue
Redwood City, CA 94062

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

*A Political Sub-division of the
State of California*

By: _____
President, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SEQUOIA UNION HIGH SCHOOL DISTRICT

By: _____

Date: _____

EXHIBIT A - SERVICES
AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
SEQUOIA UNION HIGH SCHOOL DISTRICT

In consideration of the payments set forth in Exhibit B, County shall provide the following services:

1. SERVICES PROVIDED BY COUNTY TO SUHSD

County will assign an on-site full-time (40 hours per week) School Resource Officer (SRO) to Woodside High School during regular school (not summer school) with duties that include:

- A. Protecting the lives and property of the citizens and public school students of the County.
- B. Enforcement of federal, state and local laws and ordinances, and assisting school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct.
- C. Incorporating crime prevention into the school curriculum.
- D. Assisting school staff with development of safety procedures.
- E. Keeping informed of elements and incidents that threaten students and/or school.
- F. Collaborating with school administration and staff to investigate criminal activity committed on or adjacent to school property.
- G. Assisting other law enforcement officer with outside investigations concerning students attending the school to which the SRO is assigned.
- H. Counseling students in special situations, such as students suspected of engaging in criminal misconduct, risky behavior or conduct disruptive to the school when requested by the principal or the principal's designee.
- I. Providing security and/or traffic control for special school events/functions, at the request of the principal and approved by the Supervisor of the assigned SRO.
- J. Providing training to Campus Aides to assist with emergency and routine functions on the campus.
- K. Teach traffic enforcement or other crime prevention and law enforcement related classes and conduct Sober Prom activities.
- L. Provide a monthly status report of activity at school.

EXHIBIT B - PAYMENTS & RATES
AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
SEQUOIA UNION HIGH SCHOOL DISTRICT

In consideration of the services provided by County in Exhibit A, SUHSD shall pay County based on the following fee schedule:

1. PAYMENTS.

- A. SUHSD will reimburse County at a QUARTERLY RATE (three payments) of \$16,625.00.
 - i) For the period **August 30, 2004 to December 5, 2004**, County will be reimbursed at a flat rate of **\$16,625.00**, which will be paid by SUHSD the first business day after December 5, 2004; and
 - ii) For the period **December 6, 2004 to March 13, 2005**, County will be reimbursed at a flat rate of **\$16,625.00**, which will be paid by SUHSD the first business day after March 13, 2005; and
 - iii) For the period **March 14, 2005 to June 17, 2005**, County will be reimbursed at a flat rate **\$16,625.00**, which will be paid by SUHSD the first business day after June 17, 2005.

- B. County will invoice SUHSD 30 days prior to due dates described in Section A. above.

- C. In no event will SUHSD's total fiscal obligation exceed \$49,875.00 for the term of this Agreement.