



SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
398 B Street, South San Francisco, CA 94080-4423
(650) 877-8700 / Fax (650) 583-4717
www.ssfusd.org

SUPERINTENDENT
Shawnterra Moore, Ed.D.

BOARD OF TRUSTEES
John C. Baker
Daina R. Lujan
Patricia A. Murray
Mina A. Richardson

**South San Francisco Unified School District
and
City of South San Francisco
Subcommittee Meeting**

CORONAVIRUS DISEASE (COVID-19) NOTICE

This meeting will be conducted pursuant to the provisions of the Governor's Executive Order N-35-20 issued on March 21, 2020 allowing for deviation of teleconference rules required by the Brown Act and pursuant to the order of the Health Officer of San Mateo County dated March 31, 2020 as this meeting is necessary so that the South San Francisco Unified School District and the City of South San Francisco can conduct necessary business and is permitted under the order as an essential governmental function.

Register to Watch or Speak Here:
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Submit written public comments here:
<http://bit.ly/citysubcommittee>

Comments will be posted on the [Board Meetings Page](#)

Friday, March 26, 1:00 p.m.

AGENDA

- 1.) Public Comment
- 2.) Motion to approve the minutes of the February 3, 2020 meeting. (City)
- 3.) Motion to approve the minutes of the October 15, 2020 meeting.
- 4.) Youth Advisory Council
- 5.) Update on workforce development program efforts
- 6.) Update on City Childcare Programs and COVID-related challenges

- 7.) Discussion on the Childcare MOU and renewal for the 2021-2022 school year
- 8.) Update on recreation programs and partnerships with SSFUSD, including middle school sports programming, Youth Art Show and other recreation and joint initiatives
- 9.) Vaccination update for educators/childcare
- 10.) Items from Committee

Adjournment



MINUTES
SPECIAL MEETING
OF THE
SCHOOL DISTRICT LIAISON STANDING
COMMITTEE OF THE CITY COUNCIL

P.O. Box 711 (City Hall, 400 Grand Avenue)
South San Francisco, California 94083

Meeting was held at:
CITY HALL
CITY MANAGER CONFERENCE ROOM
400 GRAND AVENUE
SOUTH SAN FRANCISCO, CA

MONDAY, FEBRUARY 3, 2020
1:00 p.m.

Call to Order.

TIME: 1:00 p.m.

Roll Call.

PRESENT: Councilmember Matsumoto, Councilmember Nagales, Trustee Baker and Trustee Richardson (Fill in for President Murray)

ABSENT: President Murray

Agenda Review.

None.

Public Comments.

None.

Matters for Consideration

1. Motion to approve the Minutes for the meeting of September 17, 2019.

Motion – Trustee Baker / Second – Councilmember Nagales to approve the Minutes from the meeting of September 17, 2019. Unanimously approved by roll call vote.

2. Update on Preschool programs. (Assistant City Manager Ranals)

Assistant City Manager Ranals presented an update on preschool programs. City Manager Futrell inquired whether there could be a partnership between the City and the South San Francisco Unified School District to expand Pre-Kindergarten programs.

Councilmember Nagales agreed that this was a great opportunity to partner with the South San Francisco Unified School District for Pre-Kindergarten programs.

Trustee Baker confirmed the partnership was a great idea but also shared some concerns on available space.

Councilmember Matsumoto inquired whether the South San Francisco Unified School District could possibly renovate under enrolled classrooms to accommodate the programs.

Trustee Baker advised that some of the preschools would need to be brought up to ADA compliance.

3. Update on school enrollment. (Superintendent Dr. Moore)

Superintendent Dr. Moore presented an update on school enrollment. She indicated that Buri Buri Elementary School had over 600 students and Monte Verde Elementary School had over 500 students. She stated Martin, Skyline and Spruce Elementary Schools had over 400 students. Junipero Serra, Ponderosa and Los Cerritos Elementary Schools had over 300 students.

Superintendent Dr. Moore inquired on the timeline the City had for expanding the preschool programs.

Councilmember Nagales stated Council had not discussed a timeline but he would like to see it live by next year. He was concerned on the waiting lists getting longer and losing potential enrollees.

4. Presentation of SSF Youth Summer Work Experience & Employment Training Program. (Human Resources Director Lockhart)

Human Resources Director Lockhart introduced the item to the committee and provided an overview of the South San Francisco Youth Summer Work Experience and Employment Training Program.

Councilmember Matsumoto queried whether the partnership with Silicon Valley was specifically with South San Francisco due to transportation. Human Resources Director Lockhart confirmed the partnership was only for transportation.

Trustee Richardson inquired how much staff time was required from the South San Francisco Unified School District to participate. Human Resources Director Lockhart advised there was no staff time required from the South San Francisco Unified School District to administer the program but would ask for help for referrals and recommendations for teachers and counselors.

5. PUC sale discussion. (Trustee Baker)

Trustee Baker presented the PUC sale discussion. He referenced the terms of the sale of the PUC changed from \$11,000,000 to \$5,500,000 with an additional \$5,500,000 for road construction. Trustee Baker inquired whether the City would like to make an arrangement similar to Buri by using in-lieu fees and making up the difference in sale price since the South San Francisco Unified School District would now get 43.9% of \$5,500,000 instead of 43.9% of \$11,000,000.

Councilmember Matsumoto inquired whether the South San Francisco Unified School District was agreeable to a park at Sunshine Gardens. Trustee Bakers stated it would have to be approved by the board as a whole.

Economic and Community Development Director Greenwood presented the committee with information regarding the KASA Development which led to the next item on the agenda.

Trustee Baker had concerns on the South San Francisco Unified School District share of the sale of the PUC site.

Councilmember Matsumoto stated the City had fully paid for the property and the South San Francisco Unified School District would be receiving 43.7 cents for every dollar of the sale, and the City would be receiving 13.8 cents for every dollar of the sale.

Councilmember Nagales understood Trustee Baker's concerns but agreed with Councilmember Matsumoto's comments and added that the South San Francisco Unified School District would receive over \$40,000,000 over 20 years for the sale of the project.

City Manager Futrell stated that staff negotiated the deal and recommended it to City Council. He added that City staff would love to work with South San Francisco Unified School District staff to bring forward a potential financing plan if a park at Sunshine Gardens would be possible.

6. Update on District Workforce Housing. (Superintendent Dr. Moore)

Superintendent Dr. Moore gave a brief update on District Workforce Housing. She indicated that the Board of Trustees had a study session in October 2019 to further examine financing options.

City Manager Futrell shared the City was currently going through a new General Plan at the moment and welcomed input from the South San Francisco Unified School District. City Manager Futrell stated that open space in South San Francisco regardless where it was or who owned it, was subject to be considered for residential under the State's requirements for housing.

7. Update on District fields. (Assistant Superintendent of Business Services O)

Assistant Superintendent of Business Services O provided an update on the South San Francisco Unified School District fields. He indicated the completion of the softball field at South San Francisco High School was scheduled for late July 2020. El Camino softball field completion was scheduled for July 2020. He stated the field at Buri Buri had a scheduled completion date of May 2020.

Councilmember Nagales inquired on when construction would begin on the Orange Park field. Staff indicated construction would begin May/June 2020.

PUBLIC COMMENT

Mr. Richardson thanked the City and the South San Francisco Unified School District for doing a great job on the fields. Mr. Richardson appreciated Mayor Garbarino walking the fields with him and showing concern of the conditions of the fields and doing something about it. Mr. Richardson expressed concerns on the infield lip where the balls could take a bad hop and potentially injure a player and the current state of the bathrooms. He recommended getting rid of the porta potty's currently at Ponderosa, Martin and Baden Schools and building an ADA compatible bathroom.

8. Update on new field reservation system. (Assistant Superintendent of Business Services O)

Assistant Superintendent of Business Services O provided an update on new field reservation system. He indicated the first year using the system had gone smoothly. He sent a reminder to the school principals that City events had top priority over field reservations.

Trustee Baker stated it took Assistant Superintendent of Business Services O a long time to get to this point and added the window for reservations were much greater.

Items from Committee

None.

Adjournment

Being no further business the meeting was adjourned at 2:47 p.m.

Submitted by:



Gabriel Rodriguez, Deputy City Clerk
City of South San Francisco

Approved by:

Mark Addiego, Mayor
City of South San Francisco

Approved by the School District Liaison Committee: _____ / _____ / _____



MINUTES
SPECIAL MEETING
OF THE
SCHOOL DISTRICT LIAISON STANDING
COMMITTEE OF THE CITY COUNCIL

P.O. Box 711 (City Hall, 400 Grand Avenue)
South San Francisco, California 94083

THURSDAY, OCTOBER 15, 2020
2:00 p.m.

Teleconference via Zoom

*Housing Standing Committee conducted this meeting in
accordance with California Governor Newsom's
Executive Orders N-25-20 and N-29-20 and COVID-19
pandemic protocols.*

Call to Order.

TIME: 2:02 p.m.

Roll Call.

PRESENT: Councilmember Matsumoto, Councilmember
Nagales, Trustee Baker and President Murray

Agenda Review.

None.

Public Comments.

None.

Matters for Consideration

1. Discussion of services for students who are homeless. (Dr. Spaulding, Assistant Superintendent of Human Resources).

Assistant Superintendent Dr. Spaulding advised enrollment of homeless families was done expeditiously as information was received. He stated they made sure the child or children were enrolled in their nutrition program, technology devices and/or hot spot connectivity as soon as possible.

Councilmember Matsumoto advised the City's Homeless Outreach Team was very effective in placing homeless individuals into food and shelter. She added that the YMCA also provided services to help the homeless but required preregistration.

Councilmember Nagales stated he was contacted by members of the Mother's Club and were concerned of a mother living in her car at Orange Park with her three children ages 3, 8 and 10. Councilmember Nagales shared he got involved to make sure as a City, was able to provide as much services as possible. He was happy to report that the City was able to get her in contact with Life Moves which provided her with a social worker to help her and enroll her children into the South

San Francisco Unified School District (SSFUSD). Currently, she is living in a hotel in San Mateo. His concern with that was she would now have to enroll her kids in the San Mateo Unified School District. Councilmember Nagales asked for clarification on how the process worked when they have a parent similar to this situation.

Assistant Superintendent Dr. Spaulding explained that SSFUSD registered families with children that were homeless and does not require registration documents like PG&E bill or proof of residence. He advised that school districts did not turn children away because they were homeless and worked with other school districts to ensure the children have a way to get to school.

2. Discussion of use of Westborough Middle School's Soccer Field. (Mr. Ted O, Assistant Superintendent of Business Services)

Assistant Superintendent O updated the members on the Westborough Middle School's soccer field. He stated that in 2018, Mr. Kraus presented a cost estimate for each of the fields to determine which fields the board would like to move forward with. At the time the Westborough field had a cost estimate of \$1.8 million but was not one of the fields the board wanted to move forward with.

Councilmember Nagales spoke about potentially using the field for the soccer league and how they would be able to accomplish that. He wondered whether the School District and City Council could partner and using the JPA in terms of maintenance and insure that the field was playable for the soccer league.

Assistant City Manager Ranals mentioned that the City was currently focused with the renovation at Orange Park for the multi-purpose synthetic field which would be for soccer, softball and baseball. She was not surprised at the \$1.8 million price for renovation.

City Manager Futrell inquired if the City was willing to devote the funds to rehabilitate and maintain the field would the School District entertain adding it to the JPA as one of the fields the City programed and paid for giving the current shortage of soccer fields in South San Francisco.

Assistant Superintendent O advised there were a number of challenges at the moment which included the School District not having anyone overseeing the facilities projects currently. Another challenge was the COVID-19 pandemic and trying to get the schools ready for reopening.

Trustee Baker supported to bring the item back to the school board for discussion to authorize entering into a discussion.

3. SSFUSD's plan for reopening schools with in-person classes, extra-curricular activities and clubs. (Superintendent Dr. Moore)

Superintendent Dr. Moore stated the School District had met the 14-day criteria in the red tier of the new COVID-19 monitoring system for the State of California. She advised the School District had been proactively exploring ways to transition to Phase 2 which meant bringing students with the

most needs back to campus to receive academic support. She stated that the School District would continue to monitor health data and work with their sites to make sure safety protocols are in place.

Councilmember Nagales asked whether parents could still request to have their kids to continue to do distance learning. Superintendent Dr. Moore confirmed that parents would have the option.

4. Update on potential teacher housing at Foxridge Elementary. (Superintendent Dr. Moore)

Superintendent Dr. Moore advised the last update provided was on February 23, 2020 to this subcommittee right before COVID-19 hit and there hasn't been an update since.

5. Update on City parks and joint use fields, including Buri Buri School and Parkway School fields. (Greg Mediati, Deputy Director of Parks and Recreation)

Deputy Director Mediati provided an update on City parks and joint use fields. He mentioned during the pandemic they reduced staffing levels by about 75% with most parks open to the public along with all playgrounds, trails and dog parks. He added organized game play or practices were not permitted on City facilities. He stated playgrounds were sanitized daily by hourly staff by doing complete spray downs with a chlorine fogging gun. He advised pools would reopen once the County goes down one more tier to moderate.

Assistant City Manager Ranals advised the City was running childcare at Buri Buri and requested for the City to be able to use the field. Assistant Superintendent O advised the School District was open to having the field be used again will consult with the field supervisor to see what could be done to open the field for use.

6. Update on City childcare programs, including fees, wait list, enrollment and distance learning challenges. (Sharon Ranals, Assistant City Manager/Parks and Recreation Director)

Laura Armanino, Recreation and Community Services Supervisor provided an update on the after school full day program operated on five campuses soon to be six. She advised the program started on August 17 and reached out to currently enrolled families to see which families were essential employees and needed childcare. She advised that out of the 83 kids currently enrolled 57 were in different classrooms which presented challenges in time management. All of the staff participated in the School Districts distant learning program which was very helpful.

Trustee Baker thanked the City for maintaining the program and asked whether the City would be able to accommodate distant learning during the day and the kids that come in after school. Supervisor Armanino advised the City would have to look at what those number would be depending on how many children choose to distance learn.

7. Report regarding an update on City-Wide Wi-Fi. (Tony Barrera, Information Technology Director)

Director Barrera provided an update on City-Wide Wi-Fi. He advised the indoor public Wi-Fi locations were at City Hall, Community Learning Center, Grand Library, Orange Memorial Park, Municipal Services Building, Main Library, Magnolia Senior Center and TerraBay Recreation Center. Future expansion consisted of building a 10 year Broadband Master Plan to help plan and build the necessary infrastructure to provide a fiber backhaul. The City recently partnered with a private company which would be laying over 77,000 feet of conduit for the City.

Trustee Baker asked whether the Wi-Fi signal would be strong enough so kids could use it that live in older homes not made out of steel. Director Barrera other Bay Area cities doing a similar project noticed the Wi-Fi signal only reaching the front door of the homes due to the different homes construction. Older homes with concrete and brick walls would not get a strong signal compared to new homes made out of lighter materials. He added that they would work with the vendor to try to combat those issues when installing Wi-Fi in South San Francisco.

Director Barrera advised AT&T, Comcast and Wave all had similar programs where if you qualify for low income they could get internet service for \$10 a month.

Items from Committee

Councilmember Matsumoto advised that the Thanksgiving Food Program would be at Orange Park on November 23, 2020 and the Christmas Food Program would be held on December 21, 2020.

Adjournment

Being no further business the meeting was adjourned at 3:38 p.m.

Submitted by:



Gabriel Rodriguez, Deputy City Clerk
City of South San Francisco

Approved by:

Mark Addiego, Mayor
City of South San Francisco

Approved by the School District Liaison Committee: _____ / _____ / _____

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: March 26, 2021

RE: Youth Advisory Council

BACKGROUND:

In an effort to elevate the voices of our youth, Mr. Ethan Mizzi and Isabela Molina, representatives from the City of SSF, Youth Advisory Committee, will be presenting different options to further engage students within the District and students who reside in our City. They will have a presentation that provides background information on what the Youth Advisory Committee is, what they are focusing on right now, and possibilities for future next steps and a potential partnership.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

For information and discussion only.



Staff Report

DATE: March 2, 2021

TO: School District Liaison Subcommittee

FROM: Greg Mediati, Deputy Director of Parks and Recreation

SUBJECT: Discussion of the Childcare Memorandum of Understanding and Renewal for the 2021-2022 School Year.

RECOMMENDATION

It is recommended that the School District Liaison Subcommittee receive a report on the status of the Childcare Memorandum of Understanding for the 2021-22 school year, and provide feedback and direction to staff.

BACKGROUND/DISCUSSION

In 2016, the South San Francisco Unified School District (District) and the City of South San Francisco (City) entered into a memorandum of understanding (MOU) to define their relationship and responsibilities in connection with City-operated before and after school licensed recreation programs, City-operated After School Education and Safety (ASES) grant-funded programs, and City-operated Summer Camp programs which typically operate at Ponderosa Elementary School in addition to several non-District sites.

Currently, the City operates and subsidizes programs at the District locations noted below. Also included below are each site's licensed or otherwise approved capacities. During COVID-19, however, capacities for the City's distance learning support programs at each of these sites have been reduced to meet minimum physical distancing and room capacity standards.

Before and After School Recreation Program

- Buri Buri Elementary School (130 children)
- Monte Verde Elementary School (200 children)
- Ponderosa Elementary School (160 children)
- Spruce Elementary School (30 children)

ASES Program

- Community Learning Center / Library Department Program (75 children)
- Los Cerritos Elementary School (55 children)
- Martin Elementary School (55 children)

Summer Camp

- Ponderosa Elementary School (113 children)

The MOU “places additional responsibilities and obligations on the parties in connection with the City’s use of District’s facilities,” and “in no way replaces or supersedes the requirements and obligations under the Joint Use Agreement already in place.” After the initial agreement expired in 2020, the City and District renewed the existing agreement for an additional one year term, which expires July 31, 2021. The purpose of the MOU is to:

- Memorialize program operating hours;
- Align the City’s program with the District’s school year calendar;
- Specify classrooms, bathrooms, outdoor space, and campus access at each location;
- Clarify the provision of keys and alarm codes;
- Document District contributions required to meet requirements of the ASES grant, for which the City serves as the grant lead agency on behalf of the District;
- Identify Ponderosa School as a designated Summer Camp site, unless an alternative site is provided by January of that year;
- Outline custodial responsibilities for each agency for childcare sites;
- Condition that the City obtain District approval for use of school sites on non-school days and school breaks;
- Extend the City first right of refusal for new or expanded childcare programs at school sites where the City already operates a program to avoid space conflicts with providers;
- Provide a timeline and approval process for new or expanded programs; and
- Require an annual meeting to evaluate the relationship and identify any issues.

The Joint Use Agreement between the City and School District, which does not expire until 2028, is the controlling document. A copy of the Joint Use Agreement is attached for Liaison Committee’s convenience. All of the Park and Recreation Before and After School and Summer Camp programs that are operated in partnership with the District continue to be covered by the Joint Use Agreement. There is no financial or budgetary impact related to the Childcare MOU.

Staff appreciates the past and ongoing commitment from the District in serving the District’s children by supporting the City’s provision of affordable high-quality care and learning support outside of school hours through this partnership.

Staff Report

Subject: Discussion of the Childcare Memorandum of Understanding and Renewal for the 2021-2022 School Year.

Date: March 2, 2021

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Currently, staff from both the City and District are reviewing the document and are meeting the week of February 22 to discuss this, and potential locations for summer camp, which have not yet been confirmed. Given said meeting had not occurred at the time of drafting this report, staff will be prepared to provide a verbal update, however it is City staff's intent to extend the current Childcare MOU by one year, with minor corrections and cleanup items. Discussion and feedback from the Liaison Subcommittee is appreciated.

By: 

Greg Mediati

Deputy Director of Parks and Recreation

Attachments:

SSFUSD/City of South San Francisco Joint Use Agreement
2020-21 Childcare Memorandum of Understanding

**Memorandum of Understanding Between the City of South San Francisco and
South San Francisco Unified School District Regarding
City-Operated Childcare Program/Before and After School Program**

This Memorandum of Understanding (“MOU”) is made and entered into as of July 31, 2020 by and between the City of South San Francisco (“City”), a municipal corporation, and the South San Francisco Unified School District (“District”), herein collectively referred to as the “Parties,” to define their relationship and responsibilities in connection with City-operated before- and after-school recreation programs (“City Programs”), City-operated After School Education and Safety (“ASES”) programs, and a City-operated Summer Camp program on school campuses.

Section 1. Recitals

Whereas, the City and the District entered into an Agreement Authorizing the Joint Use of City and District facilities (“Joint Use Agreement”) on March 1, 2008;

Whereas, this MOU places additional responsibilities and obligations on the Parties in connection with the City’s use of District’s facilities for the provision of City-operated before- and after-school recreation programs (“City Programs”), City-operated After School Education and Safety (“ASES”) programs, and a City-operated Summer Camp program;

Whereas, this MOU in no way replaces or supersedes the requirements and obligations under the Joint Use Agreement already in place;

Whereas, the City operates four (4) licensed City Programs for the benefit of its citizens at Buri Buri, Monte Verde, Ponderosa, and Spruce Elementary Schools; two (2) ASES programs at Los Cerritos and Martin Elementary Schools; and a Summer Camp program for local, elementary school-aged children, and desires to preserve the operations of such programs;

Whereas, the ASES Programs are a collaborative State-funded venture;

Whereas, the City Programs operate from 7:30 a.m. to 6:00 p.m. as indicated on the site license, and Summer Camp also operates from 7:30 a.m. to 6:00 p.m.;

Whereas, the ASES programs operate from school dismissal time (including kindergarten dismissal time, early release, and minimum day schedules) to 6:00 p.m.;

Whereas, the City Programs and ASES programs operate in accordance with the SSFUSD school year days of operation calendar;

Whereas, the City and the District mutually agree that the City Programs, ASES programs, and Summer Camp are valued community programs which should be preserved; and

**Memorandum of Understanding Between the City of South San Francisco and
South San Francisco Unified School District Regarding
City-Operated Childcare Program/Before and After School Program**

Whereas, the District owns the property where the City Programs, ASES programs, and Summer Camp program are sited and desires to continue making its properties available to the City for these programs;

Now, therefore, the parties hereto mutually agree as follows:

Section 2. Program Sites

A. City Programs—District shall provide sole use of the classrooms, multi-use rooms, bathrooms, and outdoor areas identified below.

1. District shall provide three (3) classrooms/portable classrooms at Buri Buri Elementary School (Portable #1, 2 and exploratorium).
2. District shall provide one (1) classroom/portable classroom at Spruce Elementary School (#1).
3. District shall provide four (4) classrooms/portable classrooms (Portables #18, 19, 20, and 21)) and one (1) multi-use room at Ponderosa Elementary School.
4. District shall provide three (3) classrooms/portable classroom (#1, 2, and 23) and one (1) multi-use room at Monte Verde Elementary School.
5. District shall provide bathrooms, outdoor space, and campus access during the City Programs' operational hours.
 - a. City Programs operate in accordance with the SSFUSD school year days of operation calendar.
 - b. During days of operation, City Programs operate from 7:30 a.m. to 6:00 p.m.
6. For all City Programs, District shall provide keys and alarm codes for the relevant facilities when needed.
7. District shall provide outdoor areas that meet licensing regulations and the licensed daily capacity of the City's four (4) licensed programs at Buri Buri, Monte Verde, Ponderosa and Spruce Elementary Schools.
 - a. The City will make the District aware of any changes that need to be made to the outdoor areas as a result of changes in the licensing regulations. The District will perform the work and be reimbursed by the City.

B. ASES Programs—District shall provide exclusive use of classrooms, multi-use rooms, bathrooms, and outdoor areas identified below for the operation of the ASES program for the duration of the State-funded grant.

1. District shall provide one (1) classroom and one (1) multi-use room at Los Cerritos Elementary School.
2. District shall provide one (1) classroom and one (1) multi-use room at Martin Elementary School.
3. District shall provide bathrooms, outdoor space, and campus access at the relevant facilities during the ASES programs' operational hours.

**Memorandum of Understanding Between the City of South San Francisco and
South San Francisco Unified School District Regarding
City-Operated Childcare Program/Before and After School Program**

- a. ASES programs operate in accordance with the SSFUSD school year days of operation calendar.
 - b. During days of operation, ASES programs operate from school dismissal time (including kindergarten dismissal time, early release, and minimum day schedules) to 6:00 p.m.
 4. For all ASES programs, District shall provide keys and alarm codes at the relevant facilities when needed.
 5. District shall provide reasonable Principal and Teacher time to support the program.
- C. Summer Camp—District shall provide exclusive use of classrooms, multi-use room, bathrooms, and outdoor areas identified below at Ponderosa Elementary School or another identified site if Ponderosa Elementary School is not available for the City-operated Summer Camp program.
1. For Summer Camp, any requests on the part of the District or City to change the location of the Summer Camp program to a site other than Ponderosa Elementary school shall be made no later than January 15 for the year’s upcoming Summer Camp program.
 2. District shall provide seven (7) classrooms/portable classrooms and one (1) multi-use room.
 3. District shall provide bathrooms, outdoor space, and campus access during the City Programs’ operational hours.
 - a. Summer Camp typically operates Monday through Friday from 7:30 a.m. to 6:00 p.m. for ten consecutive weeks with start and end dates, and Summer Camp closure on holidays, to be negotiated between the City and District as indicated in Section 3 – Use of Facilities During School Breaks.
 - b. During days of operation, Summer Camp operates from 7:30 a.m. to 6:00 p.m.
 4. For Summer Camp, District shall provide keys for the relevant facilities when needed.
- D. Custodial Services/Facility Maintenance
1. As required by the State grant for the ASES programs, District shall provide custodial services for the classrooms, multi-use rooms, bathrooms, and outdoor space used for the ASES programs including all cleaning, maintenance, and repair.
 2. City shall provide custodial services for classrooms/portable classrooms identified for use by City Programs in Section 2A, above.
 3. City shall provide custodial services for multi-use rooms and bathrooms used for City Programs when said rooms are exclusively used for City Programs.
 4. For Summer Camp, City shall provide custodial services for classrooms/portable classrooms, multi-use rooms, and bathrooms exclusively used for Summer Camp.
 5. District shall provide facility maintenance and capital repairs to the classrooms/portable classrooms used for City Programs, ASES programs, and Summer Camp in conjunction with District’s obligations outlined in Section 9 and Section 13 of the Joint Use Agreement.

Section 3. Use of Facilities During School Breaks

**Memorandum of Understanding Between the City of South San Francisco and
South San Francisco Unified School District Regarding
City-Operated Childcare Program/Before and After School Program**

The City will obtain approval from the District and/or the school principals of sites to use District classrooms and facilities for City Programs and Summer Camp on non-school days and school breaks. Such approval will not be unreasonably withheld.

Section 4. Expansion of Programs

A. Sites with Existing City Program

If the District determines that a new program or an expansion of an existing program is needed to serve the needs of the families at a school site where City already operates a program, District will offer City the opportunity to develop a new program or expand an existing program to serve the unmet needs. District may not procure services from another “before- or after-school program-provider” at school sites where the City currently operates programs during the term of this MOU, unless this MOU has been terminated for cause.

B. Timely Request

District shall make new program or expansion requests to the City in a timely manner with sufficient time for budgeting and curriculum planning. Such requests shall be made no later than January 31 for the following school year for inclusion in the City’s budget process. Later requests may be considered, but must be approved by the Director of Parks and Recreation and the City Manager, authorized by the City Council, and be funded by budget amendment.

C. Provision of Facilities

When City receives a new program or expansion request, such request must be approved by the Director of Parks and Recreation, City Manager, and City Council, as above. If the new program or expansion request is approved, the District must provide necessary facilities to accommodate the new program or increase in capacity at requested site.

Section 5. Evaluation

There shall be periodic meetings of City and District representatives to discuss and evaluate the relationship created under this MOU and how it affects activities offered by the City and District. Such meetings shall take place no less than once a year. If during the term of this MOU, City and District determine that they desire a change to the relationship, such change must be memorialized as an amendment to this MOU in accordance with Section 7C below.

Section 6. Term and Termination

A. Term

This MOU shall commence on the Effective Date and expire one (1) year thereafter, unless earlier terminated pursuant to Section 6B.

**Memorandum of Understanding Between the City of South San Francisco and
South San Francisco Unified School District Regarding
City-Operated Childcare Program/Before and After School Program**

B. Termination

This MOU may be terminated for a material breach of a provision of this MOU and for other good cause. In event of breach, the non-breaching party must give the breaching party written notice of and a reasonable opportunity to cure the breach. Loss of licensing constitutes good cause for termination.

Section 7. Miscellaneous Terms

- A. Waiver: No failure on the part of either 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 MOU constitute a continuing waiver of a subsequent breach of the same or any other provision of this MOU.
- B. Governing Law: This MOU, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this MOU shall be in the Superior Court of the County of San Mateo.
- C. Amendment: No modification, waiver, mutual termination, or amendment of this MOU is effective unless made in writing and signed by both the City and the District.
- D. Disputes: In any dispute over any aspect of this MOU, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- E. Severability: If at any time, any clause of this MOU is found to be unenforceable, all other clauses will remain in full force and effect.
- F. Notices: All notices, given hereunder, shall be in writing and shall be deemed to have been given if personally delivered or deposited in the US mail postage prepaid, certified or registered, return receipt requested, and addressed to the other party as follows or as otherwise designated by written notice hereunder from time to time.

**Memorandum of Understanding Between the City of South San Francisco and
South San Francisco Unified School District Regarding
City-Operated Childcare Program/Before and After School Program**

IN WITNESS THEREOF, the City of South San Francisco and the South San Francisco Unified School District have executed this Agreement as of the date indicated on page one (1).

<p>CITY OF SOUTH SAN FRANCISCO</p> <p>By Mike Futrell, City Manager, City of South San Francisco</p>	<p>SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT</p> <p>By Superintendent, South San Francisco Unified School District</p>
<p>Signature  _____</p> <p>Date: _____</p>	<p>Signature  _____</p> <p>Date: <u>8/13/20</u> _____</p>

2677731.1


DocuSigned by:
Claire Lai
B4E60CB429F2461...


DocuSigned by:
Rosa Gomez Acosta
5908B15FF63F418...
DS


**AGREEMENT BETWEEN CITY OF SOUTH SAN FRANCISCO
AND SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
AUTHORIZING JOINT USE OF FACILITIES**

THIS AGREEMENT, made and entered into this 1st day of March by and 2008
between the CITY OF SOUTH SAN FRANCISCO, a municipal corporation, hereinafter
called "CITY" and the SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT, a
unified school district, hereinafter called "District";

WITNESSETH

WHEREAS, City and District are interested in and concerned with the provision
of adequate facilities for their respective activity programs and the well-being of the
community of both the City and District; and

WHEREAS, District and City have certain facilities under their respective
jurisdictions suitable for such programs and the District and City have in their employ
certain employees well qualified to supervise, direct and conduct such programs; and

WHEREAS, City and District recognizing that they occupy a similar geographical
area, and that they desire to minimize the economic waste of competing for separate
facilities at the expense of the common taxpayer when said facilities may be
economically programmed for their respective activities and common recreational
activities under a mutually agreed program; and

WHEREAS, the City, pursuant to Government Code Section 37350, et seq., the
District, pursuant to Education Code 10900, et seq. ("Community Recreation Act"), and
each, pursuant to Government Code Section 6500, et. seq., are authorized to contract
in the manner herein provided for said purposes; and

WHEREAS, City and District desire to enter into an agreement for the purpose of implementing their respective programs and providing more adequate facilities for the community which is composed of District and City, thereby providing for said programs in a more economical manner;

NOW, THEREFORE, City and District, in consideration of the foregoing promises and the mutual covenants hereinafter set forth, agree as follows:

1. INCORPORATION OF RECITALS.

The above recitals are incorporated herein.

2. DEFINITIONS.

- A. "District Facilities" refers to all School District Facilities available for use by the City, as shown on Exhibit 1.
- B. "City Facilities" refers to all City Facilities available for use by the School District, as shown on Exhibit 2.
- C. "Custodial Services" refers to cleaning of rest room surfaces and fixtures, vacuuming of carpeted surfaces, mopping of multi-purpose floors, removal of trash in and around buildings and fields, with all supplies and equipment furnished by the facility owner.
- D. "Facility Maintenance" refers to plumbing, heating, and painting repairs to permanent structures; mowing, irrigation repairs, field preparation, trash removal, and lawn care.
- E. "Field Maintenance" refers to lawn care, quick couplers (infield and lawn), infield, backstops, dugouts, ballfield fences, bleachers, trash removal, and tree limb pruning (relative to field safety only).

- F. "Sponsored Event" means an event that the District or the City identifies as a sponsored event to the other party conducted for educational, recreational, or municipal purposes.
- G. "Community Recreation Program" means a program or event sponsored by one of the City's non-profit co-sponsored groups, such as Youth Soccer or Pee Wee Baseball, or another non-profit community club or group that is the direct provider of recreational, educational, or social activities for the community.
- H. "Joint Facilities" include both City and District Facilities shown on Exhibits 1 and 2.

3. AVAILABILITY OF DISTRICT FACILITIES FOR USE BY CITY.

District agrees to make the District Facilities available to City for City-sponsored community recreation activities at the times and upon the terms set forth in this Agreement.

A. The District Facilities to be used for such purposes shall be those agreed upon between the Director of Recreation and Community Services of City, hereinafter called "Director", and the Associate Superintendent/Business of District, hereinafter called "Associate Superintendent", at such times as may be agreed upon by the Director and Associate Superintendent. City shall use and maintain District Facilities at such times and in such a manner so as not to interfere with the use of District Facilities for public school purposes pursuant to the Community Recreation Act, including Section 10910 of the California Education Code. District Facilities include classrooms, rest rooms,

auditoriums, cafeterias, gymnasiums, social rooms, tennis courts, play fields, and swimming pools.

- B. City shall provide all materials and equipment to be used in City-sponsored community recreational activities, it being understood and agreed, however, that all permanently installed equipment owned by District on District Facilities may be used for such community recreation activities, with the exception of the scoreboards and PA systems at the El Camino High School and South San Francisco High School Gymnasiums, which shall be for the exclusive use of the District, as indicated on Exhibit 1.
- C. City shall provide all supervisory personnel whenever City recreation activities are being conducted on District Facilities, and City personnel shall be responsible for the security of District Facilities during City use.
- D. City shall be responsible for exercising reasonable care of District Facilities during City-sponsored community recreation activities and for repairing damage caused by City use and programs being conducted on District Facilities, with the exception of damage to District Facilities caused by normal wear and tear and occurrences beyond the reasonable control of the City.
- E. Any and all persons using District Facilities shall abide by all applicable state and federal laws and regulations, City ordinances, and the District Facility Policies and Procedures. The City shall endeavor to ensure that any City or City Sponsored Events are conducted in a manner consistent with this prohibition.

F. District shall provide all Custodial Services for District Facilities when these facilities are used for an event jointly sponsored by the City and the District. When the City is the exclusive user of District Facilities, the City will provide Custodial Services, to ensure that District Facilities are in proper order for the next school day. When the City uses District Facilities during non-school time, e.g., summer months and times when school is not in session, the City will provide Custodial Services on a day-to-day basis.

G. District and City agree to the installation of capital improvements for the benefit of the community subject to mutual agreement by the District and City.

4. AVAILABILITY OF CITY FACILITIES FOR USE BY DISTRICT.

City agrees to make the City Facilities available to the District for District-sponsored educational and recreational activities at the times and upon the terms set forth in this Agreement.

A. The specific City Facilities to be used for such purposes, and times of use, shall be those agreed upon between the Director and the Associate Superintendent. District shall use and maintain said areas at such times and in such a manner so as not to interfere with their use for normal City purposes.

B. District shall provide all materials and supplies to be used for educational purposes and recreational purposes, it being understood and agreed, however, that all permanent equipment owned by City on City Facilities may be used for such purposes.

- C. District shall provide all supervisory personnel whenever District-sponsored activities are being conducted on City Facilities.
- D. District shall be responsible for exercising reasonable care of City Facilities during District-sponsored activities on City Facilities, and for repairing damage caused by District use and programs, with the exception of damage to City property caused by normal wear and tear and occurrences beyond the reasonable control of the District.
- E. City shall provide Custodial Services on City Facilities when City Facilities are used for an event jointly-sponsored by the City and the District. The District will provide Custodial Services before and after District-sponsored events.
- F. Any and all persons using City Facilities shall abide by all applicable state and federal laws and regulations, City ordinances, and the City Facility Policies and Procedures. The District shall endeavor to ensure that any District or District-sponsored events are conducted in a manner consistent with this prohibition.

5. SCHEDULING/REQUEST FOR USE OF FACILITIES.

When either party desires to use a Joint Facility of the other pursuant to the terms of this Agreement, it shall so schedule as far in advance as possible. Dates not so scheduled 60 days in advance may be made available to other parties or agencies. Both parties to this Agreement agree to advise the other of any relevant third party bookings. Third parties (non-profit groups) desiring to use school facilities may book through the City or directly with the District. For-profit businesses and groups shall book through the District directly. Such requests

shall be subject to rules and regulations as may be imposed by the City and/or applicable District School Board adopted policies and provisions, including but not limited to the District's fee schedule adopted pursuant to the Community Recreation Act. The referenced polices and procedures may be subject to change and modification by either party to this Agreement. Any such change, however, shall be effective no sooner than 30 days after notification of the change to the other party to this Agreement.

6. RESPONSIBILITY FOR SUPERVISION AND PROGRAMS.

A. A fter school hours and during vacation periods:

The City's Recreation and Community Services Department shall be responsible for the supervision of City-sponsored activities in the District Facilities after school hours and during vacation periods. The City shall provide adequate personnel to supervise City-sponsored activities. The personnel of City's Department shall be under the supervision of the City as hereinafter provided.

B. During school h ours:

Where City-sponsored activities in District Facilities are also beneficial to the District's programs, such as before or after school childcare programs scheduled for half-day kindergartners during hours when upper grades are still in school, it shall be permissible to allow the working hours of the Recreation and Community Services Department's personnel to be integrated with the school hours. In the event such activities are conducted during school hours with school children, the City agrees to the following:

1. Employee Cooperation. The employees of the Recreation and Community Services Department shall cooperate and comply with direction from the principal of the school at which the site or facility is located.
2. Verification of Qualifications. City shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants, and/or subcontractors who may provide services in conjunction with the City's use of the District Facilities.
3. Fingerprinting and Criminal Background Investigations. City shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code Section 10911.5. City's responsibility shall extend to all City employees, volunteers, and/or individuals acting as independent contractors of the City, except for those staff employed by the District. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment with City.
4. Overlapping Employment. City understands that its employees are employed solely by City and responsible to City during all hours worked for City, whether paid or unpaid. The parties acknowledge that District employees may become staff of the City. City agrees that District employees shall not be required to work for City during times the person is on District employment. When employed by City, District employees are

responsible to City during all hours worked exclusively for City during City-sponsored events.

C. Program Planning:

Original program planning shall be the responsibility of the recreation leader, supervisor of the recreation division and the school principal. School principals may advise and recommend regarding the planning and administration of recreation programs to be conducted by the City on the District Facilities under said principal's jurisdiction. In this regard, it is recognized that District Facilities are intended primarily for school purposes and for the benefit of children of school age and, therefore, in planning programs and schedules for activities in District Facilities, the recreational needs and opportunities of such children shall be well provided for and adequately protected.

D. Dangerous Conditions:

Each party shall report to the other party any defects or dangerous conditions in any of the facilities covered by this Agreement within 24 hours of discovery, or sooner if practicable, by telephone call to a designated representative of the party to be notified. Each party shall provide the other with current emergency contact information for such purposes, including contact information for evenings and weekends. In addition to a telephone call, the party discovering the defect shall provide written notice to the designated representative of the party to be notified no later than the next business day after discovering the defect. If a party becomes aware of a defect or

dangerous condition on any field or facility covered by this Agreement, that party shall immediately cease all activities on the facility until the condition has been corrected and clearance has been given by the owner of the facility to resume use.

7. SWIMMING POOLS.

Except for periods when use is required for educational purposes or for maintenance and repairs, as designated by the Associate Superintendent, District throughout each year shall make the pools listed in Exhibit 1 available to the City for community swimming. The City shall cover the out-of-pocket costs for custodial staff and supplies, as well as chemicals and utilities when City is the exclusive user of the swimming pool(s), (e.g. in the summer months). The City shall share out of pocket costs equally with the District during the summer months when summer school is in session. The District will provide an invoice at the end of the summer session to the City for reimbursement of these costs.

8. GYMNASIUMS.

A. The District will utilize the high school gymnasiums listed in Exhibit 1 (“Gymnasiums”) during normal days of school operation from 8:00 a.m. to 6:00 p.m., with the exception of Spruce Gym, where the District agrees to extend to the City the use of Spruce Gym for school day care and general community recreational activities after 2:30 p.m. on normal days of school operation. Permitted use shall conclude by 11:00 p.m., except by special request, and with the City’s agreement to pay overtime for custodial staffing if necessary.

- B. The City may utilize Gymnasiums for City-sponsored programs at all other times. Use shall be requested as far in advance as possible. Dates not so scheduled 60 days in advance may be made available to other parties or agencies.
- C. Use times may be adjusted by mutual consent of both parties to meet mutual needs.
- D. Upon reasonable notice, the District reserves the right to utilize Gymnasiums for school-related activities during normal City operation times. Augmentations and modifications to this schedule will be provided to the City as soon as practicable.

9. MAINTENANCE OF DISTRICT FACILITIES.

District shall maintain at its sole cost and expense all equipment and improvements in District Facilities installed or constructed for educational or special recreational uses and which are not normal or necessary for City purposes.

10. MAINTENANCE OF CITY FACILITIES.

City shall maintain, at its sole cost and expense, equipment and improvements in City Facilities installed or constructed for special recreational uses and which are not normal or necessary for District purposes.

11. MAINTENANCE OF SCHOOL ATHLETIC FIELDS.

A. General field maintenance ("Field Maintenance") includes the following:

1. Lawn care
 - Mowing
 - Fertilizing, edging, broadleafing, aerating
 - Irrigation (clock, valves, heads and laterals)

2. Quick couplers in infield and lawn
 3. Infield
 - Surfacing
 - Sodding
 - Layout
 - Bases, pitcher's mound and home plate
 4. Backstop
 - Repairs
 - Paint
 5. Dugouts
 - Bench repairs
 - Cans with fines
 6. Ballfield fences
 - Repair
 7. Bleachers
 - Repairs, cleanup, paint
 8. Trash Removal
 - Receptacles and loose debris
 9. Tree limb pruning relative to field safety only
- B. The City shall provide year-round field Maintenance, as well as Facility Maintenance limited to periods of permitted City use for the following District Facilities:
1. BURI BURI ELEMENTARY SCHOOL
 - Large and small baseball fields
 - Fields and lawn
 2. HILLSIDE ELEMENTARY SCHOOL (TERRABAY)
 - Baseball and soccer fields
 - Parking lot past cattle gate
 - Bathroom/storage building
 - Bleachers
 - Area inside field fencing
 3. MARTIN ELEMENTARY SCHOOL (PARADISE)
 - Baseball field
 - Area inside field fencing

- Road along field between field and Paradise Park

4. PONDEROSA ELEMENTARY SCHOOL

- Baseball field
- Baseball field lawn
- Bleachers area
- Weed abatement from the field to an area along the perimeter of the fence

5. ALTA LOMA MIDDLE SCHOOL

- Baseball and soccer fields
- Lawn inside (and including) track
- Bleachers

6. BADEN HIGH SCHOOL/ADULT ED. (SOUTHWOOD)

- Baseball field
- Baseball field lawn inside path
- Bleacher area
- Soccer field (mowing only)
- Weed abatement from the field to an area along the perimeter of the fence

C. The District shall provide ongoing Ballfield and Facility Maintenance for the following District Facilities:

1. Foxridge Elementary Site: Baseball diamond
2. Spruce Elementary School: Baseball diamond
3. Sunshine Gardens Elementary School: Softball diamond upper and lower field(s)
4. Parkway Heights Middle School: Baseball diamond
5. Westborough Middle School: Soccer field and track
6. South San Francisco High School: Football field, small baseball field, soccer field, and track

12. BADEN HIGH SCHOOL/ADULT ED. BATTING CAGES.

A. Development of Batting Cages. District agrees and understands that City shall install batting cages on District property at Baden High School/Adult Ed. (Southwood) ("Batting Cages"), intended for exclusive use, operation, control,

- management, maintenance, safety, and supervision for recreation purposes by City and co-sponsored community groups only. City shall design and install in such fashion as to not unnecessarily obstruct District's development and use of the field.
- B. City shall pay all costs of design, construction, and maintenance of the Batting Cages.
 - C. The Board of Trustees of the District will pass a resolution stating that the Batting Cages will not be used for school purposes and that no pupils or teachers, as such, will be permitted to use or enter the building/structure.
 - D. A sign will be posted on the Batting Cages in a conspicuous location stating that the Batting Cages do not meet the Field Act requirements with respect to structural standards as required by law and earthquake safety.
 - E. The Batting Cages will be for the exclusive use of the City and City programs/staff and the City will assume sole, exclusive and full liability for the use, operation, control, management, supervision, maintenance and safety of the Batting Cages and all persons who use them at all times.
 - F. If at a future time, the City has no use for the Batting Cages, the Batting Cages can be removed at the City's expense. The District may request that the Batting Cages be removed at the City's expense at any time in the future. The District shall provide reasonable notice and good cause to the City for such a request. Upon receipt of such request, City shall remove the Batting Cages at its expense and return the property where they were located to its condition prior to installation of the Batting Cages.

13. MAINTENANCE OF DISTRICT FACILITIES OTHER THAN THOSE IDENTIFIED IN SECTION 11 OF THIS AGREEMENT.

District shall furnish water, materials, and labor for maintenance of District Facilities and sites developed and made available to City for community recreation pursuant to this Agreement.

14. FURNISHING OF RESTROOMS.

District shall be responsible for furnishing suitable and adequate wash rooms and rest rooms at all inside District Facilities where such accommodations are available. Such accommodations shall be available for use on such days and at such hours as City-sponsored events and Community Recreation Programs are normally conducted.

15. DAMAGE AND INSURANCE PROVISIONS.

A. Indemnification and Insurance

Each party agrees to indemnify, defend and hold harmless the other party, its officers, officials, agents, employees and volunteers from any and all claims, losses, penalties and liabilities of any nature, at law or equity, including attorneys' fees, to the extent caused by, arising out of, or in connection with, the indemnifying party's actual or alleged negligent acts or omissions pursuant to this Agreement. An indemnifying party's indemnification obligation shall not be limited to insurance proceeds, if any, received by the indemnifying party, its officers, officials, agents, employees or volunteers. This Section 15 shall survive the termination of this Agreement.

Each party agrees to comprehensive public liability insurance coverage in the amount of at least Three Million Dollars (\$3,000,000) per occurrence,

combined single limit, to protect City and District, their officers, officials, agents, employees and volunteers against claims for bodily injury, wrongful death, and property damage arising from City or District's participation in the uses and activities described herein. The form of insurance shall be satisfactory to City and District and may include self-insurance at levels acceptable to both parties. Each policy shall be primary coverage and non-contributory to any coverage the other party may maintain. Each party's policy or policies shall name the other party as an additional insured. Each policy shall contain a full waiver of subrogation rights.

16. FUTURE SITES.

District shall inform City upon the acquisition of new school sites by District within the territory of City so that City may undertake such studies as are deemed necessary to determine the recreational needs of the area. City may inspect the grading and site plans and make recommendations regarding site development for the purpose of accommodating community recreation needs.

17. TERM AND TERMINATION.

The term of this Agreement shall be 20 years from the date of execution. For purposes of revision or update, an annual review of the provisions of this Agreement will be made by both parties. Either party may initiate renegotiation with one (1) year's written notice. Upon issuance/receipt of said notice, renegotiation shall commence immediately. Either party may terminate this Agreement without cause with one (1) year's written notice.

18. AUTOMATIC RENEWAL.

Upon expiration of the term of this Agreement, this Agreement will automatically renew with existing terms and conditions in effect for an additional ten years commencing _____ and ending _____, unless this section is amended, or unless either party provides notice to the other party of its intent not to renew the Agreement, such notice to be provided at least one (1) year prior to the expiration of the term of the Agreement.

19. RULES AND PROCEDURES.

The City Manager or designee and the School District Superintendent or designee may, if they deem it advisable, develop and establish rules and procedures to implement, clarify, or in another manner carry out the purposes and intent of this Agreement to promote an adequate community recreation program in the geographical area occupied by City and District, and said rules and procedures may be submitted to the City Council and Board of Trustees for approval and ratification.

20. DEFAULT.

In the event of either party's default of any material obligation under this Agreement, the non-defaulting party must give the defaulting party written notice of and a reasonable time to cure the default. If the defaulting party has not made a substantial effort to cure the default within a reasonable time, the non-defaulting party may perform the obligation at the expense of the defaulting party. The defaulting party shall reimburse the non-defaulting party for its reasonable

expenses arising directly from actions required to cure the default within thirty (30) days after the non-defaulting party submits a detailed invoice of such costs.

21. CONFLICTS OF INTEREST.

City and District agree that their governing boards shall avoid any relationship with the other party that constitutes or potentially constitutes a conflict of interest between City and District and/or members of their boards. This prohibition shall extend to employment with either City or District, in cases where a conflict of interest may arise from said relationship.

22. SEVERABILITY CLAUSE.

If at any time any clause of this contract is found to be unenforceable, all other clauses will remain in full force and effect.

23. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be in a court of competent jurisdiction in San Mateo County, California.

24. NOTICES.

All notices, including invoices, given hereunder shall be in writing and shall be deemed to have been given if personally delivered or deposited in the United States mail postage prepaid, certified or registered, return receipt requested, and addressed to the other party as follows or as otherwise designated by written notice hereunder from time to time:

To DISTRICT: South San Francisco Unified School District
Superintendent
398 B Street
South San Francisco, CA 94080

To CITY: City of South San Francisco
Director of Recreation and Community Services
P.O. Box 711
South San Francisco, CA 94083

IN WITNESS WHEREOF, the City of South San Francisco and the South San Francisco Unified School District have executed this Agreement on the day and year first above written, each of said bodies acting by and through its proper officers and officials they having been first thereunto duly authorized by resolution regularly introduced and adopted.

CITY: CITY OF SOUTH SAN FRANCISCO
a municipal corporation and political
subdivision of the State of California

ATTEST:

By: Pedro Gonzalez
Mayor

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

DISTRICT: SOUTH SAN FRANCISCO UNIFIED
SCHOOL DISTRICT, a public body

ATTEST:

By: [Signature]
President, Board of Trustees

[Signature]
Superintendent of Schools

EXHIBIT #1

DISTRICT FACILITIES AVAILABLE FOR USE BY THE CITY

The following School District facilities shall be available for City use:

Elementary School Sites:

Buri Buri	Ballfield
Hillside	Ballfield
Foxridge	Ballfield
Los Cerritos	Playground, Classrooms, Multipurpose
Martin	Ballfield, Classrooms, Multipurpose
Monte Verde	Classrooms, Multipurpose
Ponderosa	Ballfield, Classrooms, Multipurpose
Spruce	Gymnasium, Ballfield, Classrooms, Multipurpose
Sunshine Gardens	Ballfields, Classrooms, Multipurpose

Middle School Sites:

Alta Loma	Multipurpose, Ballfield
Parkway Heights	Multipurpose, Ballfield
Westborough	Multipurpose, Ballfield

High School Sites:

Baden/Adult Ed. (Southwood)	Ballfield, Soccer, Batting Cages (when and if constructed)
El Camino	Gymnasium, Pool
South San Francisco	Small field in front of small gym, Gymnasium, Pool, Tennis Courts

EXHIBIT #2

CITY FACILITIES AVAILABLE FOR USE BY DISTRICT

The following City facilities shall be available for School District use:

Alta Loma Ballfields, Picnic Area, Tennis Courts

Avalon Ballfield, Picnic Area

Buri Buri Park, Ballfield, Picnic Areas

Municipal Services Building

Orange Memorial Park: Ballfields, Pool, and Buildings; Storage Shed for SSFHS
Baseball Program, Picnic Areas

Terrabay Gymnasium

Westborough Park Building

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

398 "B" STREET

SOUTH SAN FRANCISCO, CALIFORNIA

A G R E E M E N T

1 THIS AGREEMENT, made and entered into this 5th day of
2 February, 1968, by and between the CITY OF SOUTH SAN FRANCISCO,
3 a municipal corporation, hereinafter called "CITY" and the SOUTH SAN FRANCISCO
4 UNIFIED SCHOOL DISTRICT, a unified school district, hereinafter called
5 "DISTRICT";

W I T N E S S E T H:

6
7 WHEREAS, City is interested and concerned with the acquisition of an
8 easement as described in exhibit "A" attached herein across the lands of the
9 District which is known and referred to as Martin School; and

10 WHEREAS, District is interested and concerned with providing certain
11 controls over the maintenance use and development of this easement.

12 NOW THEREFORE, City and District in consideration of the premises
13 and the mutual covenants herein contained agree as follows:

14 The following conditions shall be met by City:

15 1. Grading: As there will be several thousand cubic yards of soil
16 hauled into this site, a temporary fence shall be constructed
17 to effect complete isolation of the haul route from the school
18 playground; the grading shall be completed as one continuous
19 project within a 30 day period. Normal and adequate measure
20 shall be taken to control dust and other disturbances resulting
21 from the hauling operation. Should the time period between the
22 placement of the fill and the development of the site become
23 extended such that windborn dust from the new fill becomes a
24 hazard to persons or property, the city will immediately take
25 measures to control the dust.

26 The school site shall be returned to a condition acceptable
27 to District - after the completion of the construction work.
28 The small fill slope created near Hillside Blvd. shall be
29 planted in a manner acceptable to District.

30 2. Roadway: the city will maintain the roadway at its expense
31 and shall keep it in an acceptable and sightly condition.

32

EXHIBIT "A"

DESCRIPTION OF EASEMENT FOR ROADWAY AND ACCESS
PURPOSES ON AND ACROSS THE LANDS OF THE MARTIN
ELEMENTARY SCHOOL SITE, SOUTH SAN FRANCISCO
UNIFIED SCHOOL DISTRICT, TO THE CITY OF SOUTH
SAN FRANCISCO

That parcel of land, situate in the City of South San Francisco, County of San Mateo, State of California, which consists of a strip of land within the following described lines:

BEGINNING at a point, said point being the intersection of the most northwesterly property line of the lands of the Martin Elementary School as recorded in the Official Records of San Mateo County on June 16, 1925 at 29 minutes past 2:00 p.m. in Volume 178 at page 5 and designated on the official maps of the Assessor of San Mateo County by number 12-061-010; said line bearing North $31^{\circ}40'$ East and the intersection of the aforesaid line with the most southerly line of that 70 foot right of way line of Hillside Boulevard; thence from said point of beginning proceeding along the northeasterly property line of said Martin School on an arc of a curve to the left having a radius of 1035.00 feet, an arc length of 20.94 feet, and subtending a central angle of $1^{\circ}09'33''$ to a point; thence leaving said northeasterly property line and proceeding South $21^{\circ}57'05''$ West, 162.80 feet to a point; thence turning and proceeding South $85^{\circ}17'05''$ West, 59.98 feet to a point on the northwesterly property line of said Martin School; thence proceeding along said northwesterly property line the following two courses: North $31^{\circ}35'24''$ East, 32.22 feet to a point; and North $31^{\circ}40'$ East 161.53 feet to the aforesaid point of beginning.