

AGREEMENT FOR SERVICE BETWEEN THE REDWOOD CITY SCHOOL DISTRICT,
COUNTY OF SAN MATEO, AND CITY OF REDWOOD CITY
(Redwood City Community Schools)

This agreement is made as of this day of July 1, 2013 by and between the Redwood City School District ("RCSD" or "District"), the County of San Mateo ("COUNTY") and City of Redwood City ("CITY"); all of which entities are referred to collectively as the "PARTIES".

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that the Parties enter into an agreement to provide funds to continue the Redwood City Community Schools (hereinafter "RWCCS"), located at Taft, Fair Oaks, Hawes, Hoover, Kennedy, Garfield, and Hoover Schools, which are interagency school-based family resource centers providing human services, health services, educational support and community development activities to a community of approximately 4,000 residents; and

WHEREAS, the County, City, and District will provide funding for the core operations of RWCCS while the District will provide all services associated with this program, including staffing, oversight, and operations.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Scope of Services and Deliverables:

The Parties are entering into this Agreement for the sole purpose of providing financial and other assistance to support the continued existence of the RWCCS. The RWCCS exists to provide the following six major Services:

- a. Increase the academic achievement and access to educational opportunities for community families.
- b. Contribute to an improved sense of well-being and to develop skills to assist community families and their children to cope with life stressors.
- c. Improve the physical and emotional health of the communities served.
- d. Secure the participation of members of the community in the implementation of neighborhood improvement efforts.
- e. Improve neighborhood safety.
- f. Provide prevention and early intervention counseling, support and education programs, and services that promote healthy families and children's developmental assets.

To complete these Services, RWCCS shall:

- a. Maintain six Community Schools located at Taft, Hoover, Fair Oaks, Hawes, John F. Kennedy, Garfield, and Hoover Schools, staffed with an on-site coordinator, and clerical support that will be provided by the Redwood City School District.

- b. Provide families in the District with information and referrals; counseling, support and education services; Economic Self-Sufficiency programs access and eligibility determination; Medi-cal outreach; and Parent Involvement Leadership.
- c. Provide a yearly evaluation, due within 90 days of the end of the fiscal year that demonstrates services delivered and the outcome of those services on the academic progress of the children served using the SAT9 and SABLE scores. This report will be provided by the Director of School Community Partnerships.

2. Oversight:

The District will monitor this Agreement and meet regularly with the Director of the School Community Partnerships to oversee its implementation.

3. Term

This Agreement shall be binding upon execution of this Agreement by all Parties. This Agreement shall be effective July 1, 2013 and shall continue in effect through June 30, 2015.

4. Organizational Strategies

The RWCCS are school-based family resource centers. The RWCCS will direct efforts to the communities encompassed by the Taft, Fair Oaks, Hawes, Hoover, Kennedy and Garfield Schools' attendance areas. The RWCCS exist to provide coordinated student and family support services, which are delivered through an interagency integrated service delivery system.

5. RWCCS Staff

The District will provide the RWCCS at each location with the services of a Project Director, Community School Coordinators at each site, and administrative support staff. The Parties agree that the District will maintain oversight of these positions.

6. Assignments and Subcontracts

- a. Without the written consent of the Parties, this Agreement is not assignable in whole or in part. Any assignment by the City, County and or District, without the written consent of the Parties violates this Agreement and shall automatically terminate this Agreement.
- b. All assignees, subcontractors, or consultants approved by the Parties shall be subject to the same terms and conditions applicable to Parties under this Agreement, and Parties shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.
- c. All Agreements between City, County, and or District and assignee, subcontractor and/or consultant for services pursuant to this Agreement shall be in writing and shall be made available to all Parties.

7. Insurance

The District shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained. The District shall name City and County as additional insureds.

a. Worker's Compensation and Employer's Liability Insurance

The District shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the District makes the following certification, required by Section 1861 of the California Labor Code:

The District 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 the District will comply with such provisions before commencing the performance of the work of this Agreement.

b. Liability Insurance

The District shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect it 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 damage which may arise from District's operations under this Agreement, whether such operations be by themselves or by any sub-contractor or by anyone directly or indirectly employed by either of them. 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. A program of self-insurance in lieu of insurance and proof of such a program is also acceptable in fulfilling the requirements of this paragraph.

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 |

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 at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and terminate this Agreement.

8. Hold Harmless

- a. The District (“Indemnitor”) hereby agrees to defend, indemnify, and save harmless the County, the City, and their respective governing boards, councils, officers, boards, agents and employees (collectively, “Indemnitees”) against and from any and all claims, suits, actions of every name, kind, and description, which may be brought against Indemnitees, or any of them, by reason of any injury or death of, any person (including corporations, partnerships, and association) or damage suffered or sustained by any such person arising from any act or omission to act, negligent or otherwise, of Indemnitor, its officers, agents, or employees under this Agreement, except where caused by the sole negligence or willful misconduct of County or City.

9. Parties’ Provision of Funding

- a. For Fiscal Years 2013-15 each of the Parties shall contribute the following sums to support the work of the RWCCS as referenced herein in Exhibit A:

Partner	2013-14	2014-15
County of San Mateo	113,676	113,676
City of Redwood City	\$100,000	*
Redwood City School District	\$195,000	\$195,000

**City portion for the second year funding will be negotiated and reflected in the form of an amendment to this contract with the Redwood City Schools District)*

Note: *The Redwood City School District has increased its contribution by \$105,000 to reflect the amount being contributed by the Community Schools (\$20,000 x 5 Schools and \$5,000 x 1 School)*

- b. The District is authorized to receive money on behalf of the RWCCS and deposit same into a special deposit account in the District’s General Fund. The money received on behalf of the RWCCS shall be dispersed as requested by the Director of the RWCCS in writing, subject to compliance with the administrative procedures of the District.
- c. At no time is the District under any obligation to disperse monies to the RWCCS in excess of the money on deposit. The Parties acknowledge that monies received by the District will not be available for disbursement for three (3) business days after the funds have been deposited by the District, or for a longer period, as deemed appropriate by the District’s Finance Director.
- d. For Fiscal Year 2013-14, the County agrees to transfer to District the amount of ONE HUNDRED THIRTEEN THOUSAND SIX HUNDRED SEVENTY SIX DOLLARS (\$113,676) and the City agrees to transfer to District, the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000), within sixty (60) days of the date of the execution of this Agreement. For Fiscal Year 2014-15, the County agrees to transfer to District the amount of ONE HUNDRED THIRTEEN THOUSAND SIX HUNDRED SEVENTY SIX DOLLARS (\$113,676) and the

City will negotiate the terms for the second year funding and will be reflected in the form of an amendment to this contract with the Redwood City School District.

- e. The PARTIES may terminate this Agreement or a portion of the services referenced in the Exhibit based upon unavailability of City, District, or County funds, by providing written notice to the PARTIES as soon as is reasonably possible after the PARTIES learns of said unavailability of funding.

10. Records and Right to Audit

- a. District agrees to keep adequate records to satisfy the respective requirements of each of the Parties. County staff will participate in an evaluation of the RWCCS program.
- b. District agrees to provide to County or City, to any Federal or State department having monitoring or review authority, to County or City's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all 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 pursuant to this Agreement.
- c. The right of privacy shall be guaranteed to the students and their families in accordance with the Family Rights and Privacy act, State or Federal law, federal grant guidelines and each Party's respective procedures regarding confidentiality.

11. Compliance with Applicable Laws

All services shall be performed by District in accordance with all applicable Federal, State, County and Municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, confidentiality, civil rights, and quality assurance. The District will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Merger Clause

This Agreement, including the Exhibit attached hereto and incorporated herein by reference, constitutes the sole Agreement of the Parties and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the Agreement shall prevail. 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.

13. Interpretation and Enforcement

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

- a. In the case of County, to:
Loc Nguyen, DrPH, MSW, Director, Children and Family Services
Human Services Agency
1 Davis Drive
Belmont, CA 94002
- b. In the case of City of Redwood City, to:
Robert B. Bell, City Manager
1017 Middlefield Road
Redwood City, CA 94063
- c. In the case of Redwood City School District, to:
Jan Christensen, Superintendent of Schools
Ron Fortson, Interim Chief Business Official
750 Bradford Street
Redwood City, CA 94063

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

15. Counterparts

This Agreement may be executed in Counterparts, each of which shall be deemed an original.

16. Waiver

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

17. Dispute Resolution

Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be shared by the Parties. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of this settlement. Neither party shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediated resolution.

18. Completeness of Agreement

This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers:

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CITY OF REDWOOD CITY

By: _____
Robert B. Bell City Manager

Date: _____

ATTEST:

By: _____
City Clerk

REDWOOD CITY SCHOOL DISTRICT

BY: _____
Ron Fortson, Interim Chief Business Official

Dated: _____

BY: _____
Jan Christensen, Superintendent

Dated: _____

Exhibit A

AGREEMENT FOR SERVICE BETWEEN THE REDWOOD CITY SCHOOL DISTRICT,
COUNTY OF SAN MATEO, AND CITY OF REDWOOD CITY
(Redwood City Community Schools)

PROGRAM DESCRIPTION

Funding from this Agreement will support the following FY2013-14 and FY 2014-15:

- a) Maintain six Community Schools located at Taft, Hoover, Fair Oaks, Hawes, John F. Kennedy, Garfield, and Hawes Schools, staffed with an on-site coordinator, and clerical support that will be employed by the Redwood City School District.
- b) Provide families in the school district with information and referrals (I&R); counseling, support and education services; Economic Self Sufficiency programs access and eligibility determination; Medi-cal outreach; and Parent engagement and leadership development opportunities.
- c) Provide a yearly evaluation, due within 90 days of the end of the fiscal year that demonstrates services delivered and the outcome of those services on the academic progress of the children served using the SAT9 and SABE scores. The Director of School Community Partnerships will provide this report to the parties to this agreement.