

Agreement No. _____

**REVENUE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
THE SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS**

This Agreement is entered into this _____ day of _____, 2018, by and between the County of San Mateo, Probation Department a political subdivision of the state of California, hereinafter called "County," and San Mateo County Superintendent of Schools, hereinafter called "the Superintendent."

* * *

Whereas, it is necessary and desirable that County perform work/services for the Superintendent for the purpose of providing Probation Department Group Supervisor staff and Community Schools Gateway Site.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A – Services

Exhibit B – Payments and Rates

2. Services to be performed by County

In consideration of the payments set forth in this Agreement and in Exhibit B, County shall perform services for Entity in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by County in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, Entity shall make payment to County based on the rates and in the manner specified in Exhibit B. In no event shall Entity's total fiscal obligation under this Agreement exceed **TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS, (\$200,000)**. In the event that the Entity makes any advance payments, County agrees to refund any amounts in excess of the amount owed by the Entity at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2018, through June 31, 2019.

5. Termination

This Agreement may be terminated by County, by the County's Chief Probation Officer or his/her designee, or by Entity at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. In the event of termination, County shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

6. Relationship of Parties

It is expressly understood that this is an agreement between two independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Entity is to create an independent contractor relationship.

7. Hold Harmless

a. General Hold Harmless

Entity shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of County under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Entity or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Entity's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Entity's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Entity to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

County shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by County under this Agreement without the prior written consent of Entity.

9. **Insurance**

a. **General Requirements**

Entity shall advise County of any insurance coverage requirements, and County shall provide evidence of appropriate coverage to Entity upon request.

b. **Workers' Compensation and Employer's Liability Insurance**

Each party to this agreement shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, each party certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. **Liability Insurance**

County shall be self-insured during the term of this Agreement under such bodily injury liability and property damage liability insurance as shall reasonably protect County and all of its employees/officers/agents 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 County's operations under this Agreement, whether such operations be by County, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

10. **Retention of Records; Right to Monitor and Audit**

(a) Each party shall maintain all required records relating to services provided under this Agreement for three (3) years after Entity makes final payment and all other pending matters are closed, and such records shall be subject to the examination and/or audit by the other party, a Federal grantor agency, and the State of California.

(c) Each party agrees upon reasonable notice to provide to the other party, to any Federal or State department having monitoring or review authority, and/or to any of their respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

11. **Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

12. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

13. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: John T. Keene, Chief Probation Officer
Address: Youth Services Center, 222 Paul Scannell Dr., San Mateo, CA 94402
Telephone: 650.312.8816
Facsimile: 650.312.5597
Email: jkeene@smcgov.org

In the case of Entity, to:

Name/Title: Denise Porterfield, Deputy Superintendent, Business Services
Address: San Mateo County Office of Education
101 Twin Dolphin Drive
Redwood City, CA 94065
Telephone: 650.802.5511
Email: Lisa Wooll, Executive Assistant – lwooll@smcoe.org

14. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: San Mateo County Superintendent of Schools

BB

Denise Porterfield
Contractor Signature

8/29/18
Date

Denise Porterfield, Deputy Superintendent
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A
Services

San Mateo County Superintendent of Schools

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

Definitions

- a. Community Schools Gateway Site: Community Schools Gateway Site provide an alternative education program for students who are expelled, or are referred by the Juvenile Court, Probation, school districts, or the School Attendance Review Board. All referrals shall be approved by the student's district of residence.
- b. Court Schools: Court Schools are operated within a Probation institution (Youth Services Center, Margaret J. Kemp Camp, or Camp Glenwood).

Description of Services to be performed by County:

Probation shall provide one (1) full-time Group Supervisor and one (1) extra-help Group Supervisor, as backfill, to carry out the following responsibilities at the Community School:

- a. Intervene as early as possible and de-escalate conflict situations;
- b. Respond to emergency situations;
- c. Assist in and confer with Office of Education staff on all aspects of investigations of student misbehavior;
- d. Assist in the preparation of disciplinary incident reports;
- e. Provide individual counseling and/or small group discussions in the areas of good conduct, cognitive strategies, behavior modification techniques, or other topics;
- f. Assist teachers in achieving and maintaining order in classrooms;
- g. Conduct searches of students for objects or materials prohibited by school regulations;
- h. Supervise youth during lunches and after-school detention;
- i. Orient new students and parents or caregivers to school rules (intakes);
- j. Receive attendance information from teachers and attempt to contact or visit students who are absent from school;
- k. Counsel tardy students;
- l. Enter into behavioral contracts with students and monitor compliance with those contracts;
- m. Assist probationers in complying with the conditions of their probation, including their school attendance and behavior;
- n. Interact with parents and caregivers regarding their child's behavior at school;
- o. Participate in incident review meetings;
- p. Attend briefings, monthly staff meetings, and in-services;
- q. Assist in planning special events or trips for students whenever possible;
- r. Refer students and families to appropriate community-based organizations and resources as needed; and
- s. Perform any such job duties of a Group Supervisor as become necessary when tasked to Community Schools Gateway Site.

Probation shall encourage Community Schools Gateway Site Group Supervisors to schedule their vacation leave during periods of time when school is not in session. Probation shall make best efforts to minimize the use of substitutes when the regularly assigned Group Supervisors are absent from duty. The cost of substitute Group Supervisors will be similar to that of the regular Group Supervisors and may be invoiced to the Superintendent, but the use of

substitutes to back-fill for absences arising from any cause other than illness or injury of the regularly-tasked Group Supervisor, or other unforeseeable circumstance not avoidable through scheduling, shall be approved in advance by a designee of the Community School. Probation shall meet on a quarterly basis with designees of the Superintendent to review progress on and compliance with the provisions of this Agreement.

Employment

Community Schools - Gateway Site Group Supervisors shall remain employees of Probation. For administrative supervision, the Group Supervisors shall report to the Director of Institutions Services or his/her designee.

Exhibit B
Payments

San Mateo County Superintendent of Schools

In consideration of the services provided by County described in Exhibit A and subject to the terms of the Agreement, Entity shall pay Contractor based on the following fee schedule and terms:

- a. In no event shall County's total fiscal obligation under this Agreement exceed **TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS, (\$200,000)**.
- b. Probation shall submit to the Superintendent quarterly invoices for the actual salary and benefits of the one (1) full-time Group Supervisor and the cost of one (1) extra-help Group Supervisor assigned to Community Schools - Gateway Site or any substitute Group Supervisors to provide coverage for the hours worked for the County Office of Education. The Superintendent shall pay the invoice promptly within a period not to exceed thirty (30) days of receipt of said invoice.