

**AGREEMENT FOR SERVICE BETWEEN**  
**Redwood City School District**  
**AND**  
**The County of San Mateo**

This Agreement is made on this \_\_\_\_\_ day \_\_\_\_\_ 2002 by and between the Redwood City Elementary School District (RCSD) and the County of San Mateo (CONTRACTOR).

WHEREAS, the RCSD desires mental health services for the Redwood City Family Centers; and

WHEREAS, the CONTRACTOR desires to provide mental health services for the RCSD, who serves as fiscal agent for the Redwood City Family Centers; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. SERVICES**

The CONTRACTOR agrees to assign five (5) of its employees in the Psychiatric Social Worker category to work at the RCSD in accordance with the terms and conditions of this Agreement. They remain employees of the Contractor and for administrative supervision they will report to the Southern Region Manager in Redwood City.

**2. AMOUNT OF SERVICES**

The CONTRACTOR agrees to provide the five (5) Psychiatric Social Workers for the amount of \$207,586 for the fiscal year 2002-03:

		Reimbursement Rate	Flat Rate Payment
1.	1 FTE Psychiatric Social Worker at Taft –	25%	\$20,508
2.	1 FTE Psychiatric Social Worker at Fair Oaks –	50%	\$41,236
3.	1 FTE Psychiatric Social Worker at Hoover –	25%	\$20,508
4.	1 FTE Psychiatric Social Worker at Kennedy –	50%	\$41,778
5.	1 FTE Psychiatric Social Worker at Preschool –	100%	\$83,556

**3. TERM OF AGREEMENT**

This Agreement shall be binding on the Parties upon execution of this Agreement by all Parties. This Agreement shall be effective July 1, 2002 and shall continue in effect through June 30, 2005. This Agreement may be terminated by Contractor, RCSD or their designee at any time upon thirty (30) days written notices to the other party.

**4. USE OF SUBCONTRACTORS**

CONTRACTOR shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the Redwood City School District.

**5. INSURANCE**

CONTRACTOR understands the RCSD does not provide liability, malpractice or workers compensation insurance for the CONTRACTOR. The CONTRACTOR is responsible for the maintenance of personal and professional insurance or self-insurance to provide protection for any claims arising out of service under this Agreement. The CONTRACTOR assumes all liability for services provided under this contract. The CONTRACTOR will provide proof of insurance or self-insurance and will identify RCSD as an additional insured.

**6. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sexual orientation, physical disability or national origin.

**7. MUTUAL HOLD HARMLESS**

- a. It is agreed that Contractor shall defend, save harmless and indemnify RCSD, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of Contractor, its officers and/or employees.
- b. It is agreed that RCSD shall defend, save harmless, and indemnify Contractor, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of RCSD, its officers and/or employees.
- c. In the event of concurrent negligence of RCSD, its officers and/or employees, and Contractor, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

**8. DISPUTE RESOLUTION**

Should any dispute arise out of this Agreement, the parties should 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 paid by the District. 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 making a good faith attempt to reach a mediated resolution.

**9. COMPENSATION**

The CONTRACTOR agrees to perform all of the services of this Agreement for a total not to exceed \$207,586 for the fiscal year 2002-03 only, and that funding for future fiscal years will be negotiated by the parties and reflected in the form of an amendment to the Agreement.

**10. PAYMENT**

CONTRACTOR shall submit quarterly invoices for one-fourth of the contract amount, for the first three quarters of the fiscal year, detailing the services performed during the billing period. The fourth quarter invoice will be a reconciliation based on actual Salaries and Benefits. RCSD shall pay invoice promptly within a period not to exceed thirty (30) days of receipt of the invoice.

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Jerry Hill, President  
Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

REDWOOD CITY SCHOOL DISTRICT,

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

SAN MATEO COUNTY  
MEMORANDUM

DATE: September 6, 2002  
TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163  
FROM: Nalini Nath FAX: 596-3478 PONY: HSA210  
SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Redwood City Elementary School District

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:  
no

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: yes

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Support a Coordinator position at the Kennedy Family Resource Center to provide counseling services.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	<u>\$2,000,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	<u>\$2,000,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	<u>\$2,000,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	<u>\$Statutory</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Priscilla Morse  
Risk Management Signature

9-9-02  
Date

Nor Cal ReLiEF

CERTIFICATE OF COVERAGE

400 HARBOR BLVD  
BELMONT, CA 94002  
ISSUE DATE 07/09/02

ADMINISTRATOR: KEENAN & ASSOCIATES  
97 South 2nd Street, Suite 300  
San Jose, CA 95113  
LICENSE # 0451271

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

COVERED PARTY:  
SAN MATEO COUNTY SCHOOLS INSURANCE GROUP  
Redwood City Elementary School District  
750 Bradford Street  
Redwood City, CA 94063

ENTITIES AFFORDING COVERAGE  
ENTITY A Northern California  
ReLiEF

ATTN: JUDY ORTIZ

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS, AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE / EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/>	NCR012005	07/01/02 07/01/03	\$200,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR012005	07/01/02 07/01/03	\$200,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$1,000,000
A	PROPERTY ALL RISK EXCLUDES EARTHQUAKE & FLOOD	NCR012005	07/01/02 07/01/03	\$200,000	\$100,000,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR012005	07/01/02 07/01/03	\$200,000	\$ Included EACH OCCURRENCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL PROVISIONS:  
SCHOOL-BASED SOCIAL SERVICES PROGRAM.

CERTIFICATE HOLDER:  
San Mateo County Human Service Agency  
400 Harbor Blvd.  
Belmont, CA 94002

CANCELLATION ..... SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/ JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL, SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/ JPA, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

ATTN: INSURANCE DEPT.

RECEIVED  
400 HARBOR BLVD  
BELMONT, CA 94002  
1997 JUL 12 P 4:21

NORTHERN CALIFORNIA ReLIEF

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Redwood City Elementary School District	NCR012005	KEENAN & ASSOCIATES

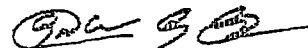
Subject to all its terms, conditions, exclusions and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

San Mateo County Human Service Agency  
400 Harbor Blvd.  
Belmont, CA 94002

As Respects:

SCHOOL-BASED SOCIAL SERVICES PROGRAM.



Authorized Representative

# Bay Cities Joint Powers Insurance Authority

1020 19th Street, Suite 200, Sacramento, CA 95814  
(916) 491-1435 ~ Fax (916) 491-1436

## LIABILITY CERTIFICATE OF COVERAGE ADDITIONAL COVERED PARTY

CERTIFICATE NUMBER: 2001 - 532

CERTIFICATE HOLDER: REDWOOD CITY FACILITIES AND INFRASTRUCTURE AUTHORITY  
ATTN:

1017 MIDDLEFIELD ROAD  
REDWOOD CITY, CA 94063

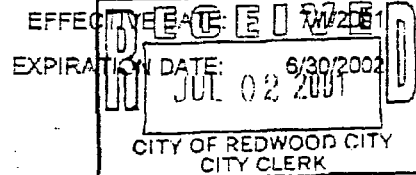
COVERED PARTY: CITY OF REDWOOD CITY

### DESCRIPTION OF COVERED ACTIVITY:

AS RESPECTS ACTIVITIES ARISING OUT OF FINANCING CERTAIN CAPITAL IMPROVEMENTS, THE REDWOOD CITY FACILITIES AND INFRASTRUCTURE AUTHORITY IS AN ADDITIONAL COVERED PARTY WITH REGARD TO ANY NEGLIGENT ACTS OR OMISSIONS OF THE REDWOOD CITY, ITS OFFICERS, OFFICIALS, EMPLOYEES OR VOLUNTEERS.

MEMO POLICY NUMBER: BCJPA 2001-2GL

LIMITS: \$1,000,000  
(per occurrence)



### THE FOLLOWING COVERAGE IS IN EFFECT:

General and automobile liability as defined in the memorandum of coverage on file with the Covered Party named above.

This is to certify that the coverage listed above has been issued to the covered party named above for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the memorandum of coverage of the Bay Cities Joint Powers Insurance Authority which is available for your review upon request.

Pursuant to Section (c) of the definition of "Covered Party" in the memorandum of coverage, the certificate holder named above is an additional covered party for covered claims arising out of the covered activity stated above and is subject to the limits stated above.

Coverage is in effect as stated above and will not be canceled, limited, or allowed to expire except upon 30-days written notice to the certificate holder.

Date: 6/25/2001

Risk Manager: *Rob Kramer*

## BAY CITIES JOINT POWERS INSURANCE AUTHORITY

## MEMORANDUM OF COVERAGE

## LIABILITY COVERAGE

## ENDORSEMENT NO. 2

Retained Limits applicable to each member entity are as follows:

<u>Member</u>	<u>Retained Limit</u>
City of Albany	\$ 25,000
City of Berkeley	\$ 250,000
City of Brisbane	\$ 25,000
City of Emeryville	\$ 10,000
Town of Fairfax	\$ 50,000
City of Larkspur	\$ 250,000
City of Mill Valley	\$ 100,000
City of Monte Sereno	\$ 5,000
City of Novato	\$ 250,000
City of Piedmont	\$ 10,000
City of Pleasanton	\$ 100,000
City of Redwood City	\$ 250,000
Town of San Anselmo	\$ 100,000
San Francisco Redevelopment Agency	\$ 50,000
City of Sausalito	\$ 50,000
City of Union City	\$ 25,000

Attached to and forming part of Policy No. BCJPIA1999-1GL

Effective Date: July 1, 1999

*J. E. Chaguisa*

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE



BAY CITIES JOINT POWERS INSURANCE AUTHORITY

MEMORANDUM OF COVERAGE

LIABILITY COVERAGE

DECLARATIONS

POLICY NO. BCJPIA 1999-1GL

NAMED COVERED PARTY:

Bay Cities Joint Powers Insurance Authority, et al., as  
per Endorsement No. 1

6371 Auburn Boulevard  
Citrus Heights, CA 95621

POLICY PERIOD:

From 7-1-99 to 7-1-2000  
1201 A.M. Pacific Standard Time

LIMITS OF COVERAGE:

\$1,000,000 Each Occurrence Less Member's Retained  
Limit listed in Endorsement No. 2

FORM AND ENDORSEMENTS:

Forming Part of the Policy as Issued

Form No. BCJPIA 1999-1GL, Endorsement  
No. 1, No. 2, and No. 3

ON BEHALF OF BAY CITIES JOINT POWERS INSURANCE AUTHORITY

*J. E. Chequer*

AUTHORIZED REPRESENTATIVE