



AGREEMENT BETWEEN
COUNTY OF SAN MATEO,
CITY OF REDWOOD CITY

AND

REDWOOD CITY SCHOOL DISTRICT

For the Period of

JULY 1, 2006 THROUGH JUNE 30, 2008

Agency Contact Person:
Mark Lane, Director
Children and Family Services
Human Services Agency
650.802.3990

**AGREEMENT BETWEEN COUNTY OF SAN MATEO ,
THE CITY OF REDWOOD CITY AND REDWOOD CITY SCHOOL DISTRICT
(Redwood City Family Centers)**

THIS AGREEMENT, entered into this _____ day of _____, 2006, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called "County," the CITY OF REDWOOD CITY, a municipal corporation of the State of California, hereinafter called "City", and the REDWOOD CITY SCHOOL DISTRICT, hereinafter called "District"; all of which entities are referred to collectively as the "Parties" for the Redwood City Family Centers.

WITNESSETH:

WHEREAS, it is necessary and desirable that the Parties enter into an agreement to continue the Redwood City Family Centers to provide coordination and administrative support to interagency school based family resource centers at Taft, Fair Oaks, Hoover and Kennedy Schools, which provide human services, health services, educational support and community development activities to a community of 2000 residents.

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

1. **Purpose**

The Parties are entering into this Agreement for the sole purpose of providing assistance to and allowing the continuation of the Redwood City Family Centers. The Redwood City Family Centers exists for six major purposes to:

- a. Increase the academic achievement and access to educational opportunities for the families.
- b. Contribute to an improved sense of well being and to develop skills to assist neighborhood families and their children to cope with life stressors.
- c. Improve the physical 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 child abuse and neglect prevention services

2. **Term**

This agreement shall be binding on the Parties upon execution of this Agreement by all Parties. This agreement shall be effective July 1, 2006 and shall continue in effect through June 30, 2008. Funding for future fiscal years will be negotiated and reflected in a form of an amendment to the Agreement.

3. **Termination**

Any party may withdraw from this Agreement by giving the other Parties sixty (60) days written notice. The rights and obligations of the terminating party terminate Sixty (60) days after notice is given.

4. **Redwood City Family Centers Organizational Committee**

- A. The Redwood City Family Centers Organizational Committee shall provide leadership to the Redwood City Family Centers collaborative .
- B. The Redwood City Family Centers Organizational Committee shall meet quarterly and be composed of one representative from each of the entities who have assigned personnel to work at the family resource centers, the Principals, the Child Development Centers Coordinator and the Redwood City 2020 Executive Director.
- C. The Redwood City Family Centers Organizational Committee will have the following functions:
 - 1. Establish operating agreements for the Redwood City Family Centers.
 - 2. Oversee the activities of the Redwood City Family Centers.
 - 3. Coordinate joint supervision of staff.
 - 4. Designate standards and criteria for evaluation of the work completed by the Redwood City Family Centers.
 - 5. Assist in the development of resources to support the program.
 - 6. Approve the budget and commitment of resources.
 - 7. Assist in the establishment of a Community Council and Parent Advisory Committees, which will allow for expanded participation by neighborhood representatives, parents and the community at large, in the program.
 - 8. Oversee the reporting of information to the program's funders.

5. **Organizational Strategies**

The Redwood City Family Centers is a school based family resource center and pediatric clinics. The Sites shall direct its efforts to the communities encompassed by the Taft, Fair Oaks, Hoover and Kennedy School's attendance areas. The Redwood City Family Centers exists to provide coordinated student and family support services, which are delivered through an interagency-integrated service delivery system.

6. **Redwood City Family Centers Staff**

It is understood that the Redwood City Family Centers will require the services of a Project Director and administrative support staff. The Redwood City Family Centers Operations Committee will authorize the Redwood City School District to hire a Project Director and necessary staff on behalf of the Redwood City School Based Sites.

7. **Non-Discrimination**

Parties shall comply with the non-discrimination requirements described below:

A. **Section 504 of the Rehabilitation Act of 1973**

- (1) Pursuant to Section 504 (Public Law 93-112), the Parties agree that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.
- (2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits; aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Parties shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Exhibit C, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

B. **Non-Discrimination - General** No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

C. **Non-Discrimination - Employment** Parties shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management

relations, for all employees under this Agreement. City and District's nondiscrimination policies shall be made available to County upon request.

D. **Equal Benefits Compliance** With respect to the provision of employee benefits, Parties will comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. **Jury Duty Compliance with Contractor Employee Jury Service Ordinance.** Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

8. **Child Abuse Prevention and Reporting**

Parties agree to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Parties agree to fully comply with the Child Abuse and Neglect Reporting Act, Cal Penal Code 11164 et seq. Parties will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Parties agree that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they

have a criminal history which would compromise the safety of children with whom City and District's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and City and District's sole expense.

9. **Assignments and Subcontracts**

- A. Without the written consent of the Director of Human Services Agency or her designee, this Agreement is not assignable in whole or in part. Any assignment by City and or District, without the written consent of the Director of Human Services Agency or her designee violates this Agreement and shall automatically terminate this Agreement.
- B. City and or District shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this Agreement without the written consent of the Director of Human Services Agency or her designee.
- C. All assignees, subcontractors, or consultants approved by the Director of Human Services Agency or her designee 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.
- D. All Agreements between City and or District and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

10. **Insurance**

- A. The Parties 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 and such insurance has been approved by the Director of Human Services Agency and Parties shall use diligence to obtain such issuance and to obtain such approval. The District and the City shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the District's coverage to include the contractual liability assumed by the District pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Human Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance**

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

(2) **Liability Insurance**

The District and the City shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect them 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:

(a)	Comprehensive General Liability	\$ 1,000,000
(b)	Motor Vehicle Liability Insurance	\$ 1,000,000
(c)	Professional Liability	\$ 1,000,000

- B. After one (1) year from the date this Agreement is first executed, the County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days notice to Parties. County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.
- C. 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 suspend all further work pursuant to this Agreement.

11. **Hold Harmless**

- A. Each Party hereto ("indemnitors") hereby agrees to defend, indemnify, and save harmless the other Parties and their respective governing boards, councils, officers, boards, agents and employees (collectively, "Indemnities") against and from any and all claims, suits, actions of every name, kind, and description, which may be brought against indemnities, 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 solely arising from any act or omission to act, negligent or otherwise, of indemnitors, their officers, agents, or employees under this Agreement.

- B. In the event of concurrent negligence of any of the Parties, 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 term and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

12. **Parties Provision of Funding**

- A. For Fiscal Year 2006-07 each of the Parties shall contribute the following sums annually to support the work of the Redwood City Family Centers as referenced herein as Exhibit A:

County of San Mateo	\$107,151
City of Redwood City	\$ 85,500
Redwood City School District	\$ 90,000

- B. The Redwood City School District is authorized to receive money on behalf of the Redwood City Family Centers and deposit same into a special deposit account in the Redwood City School District's General Fund. The money received on behalf of the Redwood City Family Centers shall be dispersed as requested by the Redwood City Family Centers Director in writing, subject to administrative procedures of the District.
- C. At no time is the District under any obligation to disperse monies to the Redwood City Family Centers 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 2006-07, The County agrees to transfer to District their initial contributions in the amount of ONE HUNDRED SEVEN THOUSAND ONE HUNDRED FIFTY ONE DOLLARS (\$107,151), and the City agrees to transfer to District, their initial contributions in the amount of EIGHTY FIVE THOUSAND FIVE HUNDRED DOLLARS (\$85,500), within sixty (60) days of the date of the execution of this Agreement as referenced herein as Exhibit B.
- E. Funds for Fiscal Year 2007-08 will be negotiated by the Parties and reflected in the form of a written amendment to this Agreement.

13. **Records**

- A. The Parties agree to keep adequate records to satisfy the respective requirements of each of the Parties. The Human Services Agency staff will participate in the program evaluation.

- B. 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 the party's respective procedures regarding confidentiality.

14. **Compliance with Applicable Laws**

All services shall be performed 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. Parties will timely and accurately complete, sign, and submit all necessary documentation of compliance.

15. **Entire Agreement**

This Agreement is entire and contains all the terms and conditions agreed upon by the Parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

16. **Interpretation and Enforcement**

- A. 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:

- 1) In the case of County, to:
Roberta Deis, Human Services Manager
Human Services Agency
2500 Middlefield Road
Redwood City, CA 94063
- 2) In the case of City of Redwood City, to:
Ed Everett, City Manager
1017 Middlefield Road
Redwood City, CA 94063
- 3) In the case of Redwood City School District, to:
Jan Christensen, Superintendent
750 Bradford Street
Redwood City, CA 94063

17. **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.

18. **Counterparts**

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

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 School Board

Date: _____

REDWOOD CITY SCHOOL DISTRICT

By: _____

Date: _____

ATTEST: _____
City Clerk

Date: _____

CITY OF REDWOOD CITY, a Municipal Corporation of
the State of California

By: _____

Date: _____

Exhibit A

**AGREEMENT BETWEEN COUNTY OF SAN MATEO,
THE CITY OF REDWOOD CITY AND REDWOOD CITY SCHOOL DISTRICT**

**PROGRAM DESCRIPTION (Redwood City Family Centers)
July 1, 2006 through June 30, 2007**

A. Funding from this Agreement will:

- i) Maintain four Family Resource Centers (FRC's) located at Taft, Hoover, Fair Oaks and John F. Kennedy Schools, staffed with a coordinator, counselor(s), Benefit Analyst and clerical support, all of whom will be employees of Redwood City School District.
- ii) Maintain the early prevention program for preschool children in Redwood City.
- iii) Provide families in the school's district with information and referrals (I&R), counseling, self-sufficiency programs and Medi-cal outreach, as well as child abuse and neglect prevention services and drug and alcohol prevention services.
- iv) Provide a yearly evaluation of services delivered and the outcome of those services on the academic progress of the children served using the SAT9 and SABLE scores.

B. Monitoring:

The Human Services Agency, Children and Family Services Director and the Human Services Manager will monitor this Agreement. One or both will meet monthly with the Director of the Redwood City FRC's.

These meetings will review:

- i) The functions of the programs at each site.
- ii) Numbers of clients served
- iii) Services provided.

Exhibit B

**AGREEMENT BETWEEN COUNTY OF SAN MATEO,
THE CITY OF REDWOOD CITY AND REDWOOD CITY SCHOOL DISTRICT
(Redwood City Family Centers)**

**PAYMENT SCHEDULE
July 1, 2006 through June 30, 2007**

I. PAYMENTS

In full consideration of the term pursuant to this Agreement, and subject to the provisions of funding in paragraph 12.A of this Agreement herein, payment shall be made upon receipt of District's invoice on or after July 2006 as follows:

- A. County shall pay Redwood City School District one payment of ONE HUNDRED SEVEN THOUSAND ONE HUNDRED FIFTY ONE DOLLARS (\$107,151).
- B. City will pay Redwood City School District one payment of EIGHTY FIVE THOUSAND FIVE HUNDRED DOLLARS (\$85,500).
- C. Funds for FY 2007-08 will be negotiated and reflected in a form of an amendment to the Agreement.

Exhibit C

**(Required only from Contractors who provide services
directly to the Public on the County's behalf.)**

**Assurance of Compliance with Section 504 of the
Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called the "Parties") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulations, and all guidelines and interpretations issued pursuant thereto.

The Parties gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Parties recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Parties, it's successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Parties.

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Ed Everett
Name of 504 Person

City of Redwood City
Name of Contractor(s)

1017 Middlefield Road
Street Address

Redwood City, CA 94063
City, State, Zip

I certify that the above information is complete and correct to the best of my knowledge.

Date

Signature and Title of
Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in it existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Exhibit C

**(Required only from Contractors who provide services
directly to the Public on the County's behalf.)**

**Assurance of Compliance with Section 504 of the
Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called the "Parties") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulations, and all guidelines and interpretations issued pursuant thereto.

The Parties gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Parties recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Parties, it's successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Parties.

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Jan Christensen
Name of 504 Person

Redwood City School District
Name of Contractor(s)

750 Bradford Street
Street Address

Redwood City, CA 94063
City, State, Zip

I certify that the above information is complete and correct to the best of my knowledge.

Date

Signature and Title of
Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in it existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Exhibit D
COUNTY OF SAN MATEO
Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Redwood City School District
Contact Person: Jan Christensen, Superintendent
Address: 750 Bradford Street
Redwood City, CA 94063
Phone Number: 650 – 423 -2230
Fax Number: 650 – 423 -2000

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

(If the answer to one or both of the above is no, please skip to Section IV).

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
 - Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
 - No, the Contractor does not comply.
 - The Contractor is under a collective bargaining agreement which began on _____ (date), and expires on _____ (date)
-

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name (Please Print)

Title

Date

Exhibit D
COUNTY OF SAN MATEO
Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: City of Redwood
Contact Person: Ed Everett, City Manager
Address: 1017 Middlefield Road
Redwood City, CA 94064
Phone Number: 650 – 423 -2270
Fax Number: 650 – 423 -2000

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

(If the answer to one or both of the above is no, please skip to Section IV).

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
 - Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
 - No, the Contractor does not comply.
 - The Contractor is under a collective bargaining agreement which began on _____ (date), and expires on _____ (date)
-

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name (Please Print)

Title

Date