



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Services Agency



DATE: October 7, 2011
BOARD MEETING DATE: October 18, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Beverly Beasley Johnson, J.D., Director, Human Services Agency

SUBJECT: Agreement with the City of Redwood City and the Redwood City School District

RECOMMENDATION:

Adopt a Resolution authorizing the President of the Board to execute an Agreement submitted by the City of Redwood City (CRWC) and the Redwood City School District (RWCS) to provide funds for the operational cost of the Redwood City Community Schools (RWCCS) for Fiscal Year (FY) 2011-12, for the term of July 1, 2011 through June 30, 2012 in the amount of \$113,676. The amount of \$113,676 is Net County Cost.

BACKGROUND:

The RWCCSs are school-based family resource centers (FRCs) that provide educational support and community development activities to approximately 3,000 residents in San Mateo County each year. Services include: information and referrals to Economic Self-Sufficiency Programs, counseling, support and educational services. These services promote healthy families, increase developmental assets for children, and improve parent involvement in leadership activities. The leadership activities are designed to engage parents in the academic and social well-being of their children. FRCs are located at Taft, Fair Oaks, Kennedy, and Hoover Community Schools.

Since 1998, the Human Services Agency (HSA), CRWC, and the RWCS) have each contributed financial support to the RWCCSs. Historically, HSA has taken the lead in establishing the annual Agreement with CRWC and RWCS. However, for FY 2011, the RWCS) has taken the lead in the development of the Agreement as they are the Agency receiving the funds for implementation of agreed upon partnership priorities and administration of the Community School model in the community of Redwood City.

DISCUSSION:

This tri-part Agreement is to provide funds for operational costs to the RWCS D. CRWC will contribute \$100,000, RWCS D will contribute \$90,000 and HSA will contribute \$113,676 for FY 2011-12. RWCS D is committed to providing community wide access to programs and services that contribute to improving family functioning and children’s well-being. FRCs are staffed primarily by out-posted employees for partner agencies who provide specialized support in their area of expertise in addition to the on-site Redwood City School District coordinators and support staff.

Due to the County budget deficit and uncertainty of available funding, this contract was delayed until the Board of Supervisors tentatively adopted the budget for FY 2011-12.

RWCS D’s Agreement complies with the County’s Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits. County Counsel has approved the Agreement and the Resolution as to form.

Approval of this Agreement contributes to the Shared Vision 2025 outcome of a Prosperous Community by ensuring a partnership and funding collaboration to build community and educational opportunities for all residents entering FRCs for individual and family well-being. It is anticipated the 1,750 children, youth and families will utilize HSA’s counseling support, education and safety net services through the Redwood City Family Resource Center.

Performance Measure(s):

| Measure | FY 2011-12 Target |
|--|-------------------|
| Number of children, youth and families utilizing HSA counseling, support, education and safety net services at the Redwood City Family Resource Centers. | 1,750 |

FISCAL IMPACT:

The term of the Agreement is July 1, 2011 through June 30, 2012. HSA’s contribution to RWCCS operational costs FY 2011-12 is \$113,676, which is 100% Net County Cost. Funds have been included in the FY 2011-12 Adopted Budget.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH THE CITY OF REDWOOD CITY (CRWC) AND REDWOOD CITY SCHOOL DISTRICT (RWCS) TO PROVIDE FUNDS FOR THE OPERATIONAL COST OF THE REDWOOD CITY COMMUNITY SCHOOLS (RWCCS) FOR FISCAL YEAR (FY) 2011-12, FOR THE TERM OF JULY 1, 2011 THROUGH JUNE 30, 2012 IN THE AMOUNT OF \$113,676. THE AMOUNT OF \$113,676 IS NET COUNTY COST

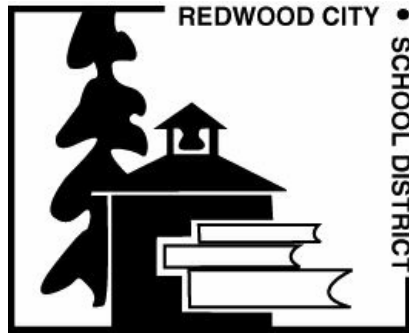
RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, the County of San Mateo desires to enter into an Agreement with CRWC and RWCS to provide funding support to the Redwood City Community Schools, which are school-based family resource centers, for the term of July 1, 2011 through June 30, 2012, for which San Mateo County's payment amount will not exceed \$113,676 for FY 2011-12; and

WHEREAS, this Board has been presented with a form of such Agreement and has examined and approved it as to both form and content and desires to enter into the same.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be, and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *



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

**For the Period of
JULY 1, 2011 THROUGH JUNE 30, 2012**

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

THIS AGREEMENT, entered into this _____ day of _____, 2011, 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 Community Schools.

W I T N E S S E T H :

WHEREAS, it is necessary and desirable that the Parties enter into an agreement to continue the Redwood City Community Schools to provide coordination and administrative support to interagency school based family resource centers at Taft, Fair Oaks, Hoover, Kennedy, Garfield, and Hawes Schools, which provide human services, health services, educational support and community development activities to a community of approximately 4,000 residents.

WHEREAS, the County, City, and District will provide funding for the core operations of Community Schools 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. Purpose

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

- a. Increase the academic achievement and access to education 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 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 developmental assets of the children.

2. Term

This Agreement shall be binding upon execution of this Agreement by all Parties. This Agreement shall be effective July 1, 2011 and shall continue in effect through June 30, 2012.

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 2020 (RWC 2020) and Community Schools

Redwood City 2020, a healthy community collaborative involving Redwood City School District, the City of Redwood City and San Mateo County along with other core partners, has promoted and supported Community Schools from their inception. Community Schools now operate as a program of the Redwood City School District as well as an ongoing initiative of RWC 2020. RWC 2020 maintains the following ties with Community Schools:

- a. Assist the leaders of Community Schools with program design and expansion.
- b. Assist with developing resources to support Community School programs and services.
- c. Monitor progress toward Community School goals through an annual update of progress presented to the RWC 2020 Coordinating Council.
- d. Promote integration of Community Schools with other RWC 2020 initiatives to leverage benefits and enhance outcomes.

5. Organizational Strategies

The Redwood City Community Schools are school based family resource centers. The Redwood City Community Schools will direct efforts to the communities encompassed by the Taft, Fair Oaks, Hoover, Kennedy, Garfield, and Hawes 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 Community Schools Staff

The Redwood City Community Schools will require the services of a Project Director, Community School Coordinators at each site, and administrative support staff. The parties agree that the Redwood City School District will maintain oversight of these positions.

7. Non-Discrimination

The District shall comply with the non-discrimination requirements described below:

- a. Section 504 of the Rehabilitation Act of 1973
 - i. Pursuant to Section 504 (Public Law 93-112), the District agrees 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.
 - ii. 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.

- 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

The District 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. The District's nondiscrimination policies shall be made available upon request.

- d. Equal Benefits Compliance

With respect to the provision of employee benefits, the District 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

The District 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, in an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employee deposit any fees received for such jury service with the contractor or that the contractor deducts from the employees regular pay the fees received for jury service.

8. Child Abuse Prevention and Reporting

The District agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. The District agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Penal Code 11164 et seq. The District 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. The District agrees 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 District's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be required at County's sole discretion and District's sole expense.

9. 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 subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be made available to the Parties.

10. 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 I 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 Parties 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. 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, “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 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.
- 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 2011-12 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 | \$113,676 |
| City of Redwood City | \$ 100,000 |
| Redwood City School District | \$ 90,000 |

- b. The Redwood City School District is authorized to receive money on behalf of the Redwood City Community Schools 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 Community Schools shall be dispersed as requested by the Redwood City Community School 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 Community Schools 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 2011-12, The County agrees to transfer to District their initial contribution in the amount of ONE HUNDRED THIRTEEN THOUSAND SIX HUNDRED SEVENTY SIX DOLLARS (\$113,676), and the City agrees to transfer to District, their initial contributions in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000), within sixty (60) days of the date of the execution of this Agreement as referenced herein as Exhibit B.

13. Records

- a. The District agrees 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 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.

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

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:
Deborah Torres, Director, Children and Family Services
Human Services Agency
400 Harbor Blvd. Bldg. B
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
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: _____
Carole Groom, President,
Board of Supervisors

Date: _____

ATTEST: _____
Clerk of Said School Board

Date: _____

REDWOOD CITY SCHOOL DISTRICT

By: _____

Date: _____

By: _____

Date: _____

ATTEST: _____
City Clerk

Date: _____

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

By: _____

Date: _____

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

**PROGRAM DESCRIPTION (Redwood City Community Schools)
July 1, 2011 through June 30, 2012**

Funding from this Agreement will:

- a. Maintain six Community Schools located at Taft, Hoover, Fair Oaks, John F. Kennedy, Garfield, and Hawes Schools, staffed with a on-site coordinator, and clerical support that will be employed by the Redwood City School District.
- b. Provide families in the school's 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 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 SABE scores. This report will be provided by the Director of School Community Partnerships.

Oversight:

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

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

**PAYMENT SCHEDULE
July 1, 2011 through June 30, 2012**

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 2011 as follows:

- a. County shall pay Redwood City School District one payment of ONE HUNDRED THIRTEEN THOUSAND SIX HUNDRED SEVENTY SIX DOLLARS (\$113,676).
- b. City will pay Redwood City School District one payment of ONE HUNDRED THOUSAND DOLLARS (\$100,000).