

**SAN MATEO-FOSTER CITY SCHOOL REVISED DISTRICT AGREEMENT
WITH INDEPENDENT CONTRACTOR FOR SRTS ACTIVITIES
IN SAN MATEO-FOSTER CITY SCHOOL DISTRICT SCHOOLS**

Contractor Name and Address:

Peninsula Family YMCA

1877 South Grant Street

San Mateo, CA 94402

District: Upon completion of work or agreed-upon work periods, mail invoice to:

Department: Student Services (Safe Routes to School Grant)

Attention: Wini McMichael, Wellness Coordinator

Address: San Mateo-Foster City School District

1170 Chess Drive

City, State, Zip: Foster City, CA 94404

It is agreed between the San Mateo-Foster City School District Superintendent, Foster City, California, ("Superintendent") and Contractor as follows:

1. **Services to be performed by Contractor** In consideration of the payments hereinafter set forth, the Peninsula Family YMCA, hereinafter referred to as the Contractor, shall perform for the Superintendent consulting services related to facilitating, planning and implementing Safe Routes to Schools activities in San Mateo-Foster City School District Schools in accordance with the terms, conditions and specifications set forth herein and in accordance with the services described in Exhibit "A" (Scope of Work) attached hereto. Contractor shall ensure compliance with all state, federal and local laws, regulations or rules applicable to performance of the work required under this contract.
2. **Contract Term** The term of this Agreement shall be from March 1, 2018 to June 30, 2019 unless terminated earlier by the Superintendent or Contractor, as specified in Paragraph 10.
3. **Payments** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", Superintendent shall make payment to Contractor in the manner specified herein and in Exhibit "A". In the event that the Superintendent makes any payments for services in advance of the provision of such services, Contractor agrees to refund any amounts in excess of the amount owed by the Superintendent at the time of contract termination. The Superintendent reserves the right to withhold payment if the Superintendent determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed \$42,000 (forty-two thousand dollars) at the rates per hour designated in Exhibit "A".
4. **Relationship of the Parties** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the San Mateo-Foster City School District or the Superintendent and that Contractor acquires none of the rights, privileges, powers or advantages of such employees.
5. **Workers' Compensation Insurance** The Contractor shall have in effect, during the entire life of this Agreement, Worker's Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor certifies awareness 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 certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 1861.
6. **Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 operations under this Agreement, whether such operations be by himself/herself or by any Subcontractor 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 not be less than \$1,000,000.
7. **Hold Harmless** Contractor agrees to indemnify and defend the Superintendent and San Mateo-Foster City School District and its employees and agents from any and all claims, damages and liability in any way occasioned by or arising out of the negligence of Contractor in the performance of this Agreement, including any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended.
8. **Confidentiality** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of Superintendent. All financial, statistical, personal, technical, and other data and information relating to the San Mateo-Foster City School District's operations which is made available to the Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure. Contractor shall not, however, be required by this paragraph to keep confidential any

data or information, which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

9. **Non-Assignability** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of Superintendent, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
10. **Termination of Agreement** Superintendent or Contractor may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the San Mateo-Foster City School District, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the San Mateo-Foster City School District and shall be promptly delivered to the San Mateo-Foster City School District. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the Superintendent determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.
11. **Payment of Permits/Licenses** It shall be the Contractor's responsibility to obtain any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.
12. **Non-Discrimination** No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement. Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and may subject the Contractor to penalties, including but not limited to: i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a San Mateo-Foster City School District contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the Superintendent.

To effectuate the provisions of this paragraph, Superintendent shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the contract or any other Contract between Contractor and Superintendent.

Section 504 applies only to contractors who are providing services to member of the public. Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped 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.

13. **Equal Benefits** With respect to the provision of employee benefits, Contractor shall 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.
14. **Retention of Records** Contractor shall maintain all records related to this Agreement for no less than three years after Superintendent makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the San Mateo-Foster City School District, the State of California and/or Federal grantor agencies.
15. **Merger Clause** This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. 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 Superintendent or her authorized designee. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions, or specifications set forth herein shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between Superintendent and Contractor. Further, liability referenced to in section 6 is limited to Contractor's negligence during the Contractor's performance under this contract.
16. **Governing Law** This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement shall be venued in the County of San Mateo.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES

Linda Moffatt 2/22/18 YMCA of San Francisco
Contractor's Signature Date Contractor's Name (Please Print)
Linda Griffith, VP

I hereby certify that the services requested are necessary, that the selection process documentation is accurate, that all insurance certificates including Worker's Compensation are on file in this office, that the Superintendent has approved any reductions in Contractor's insurance limits below \$1,000,000, and that no work will commence until this document is signed by the Superintendent.

Molly Barton 5/7/18
San Mateo-Foster City School District Assistant Date
Superintendent for Student Services



San Mateo-Foster City School District Superintendent Date

Exhibit A
Scope of Work
to be Performed by Peninsula Family YMCA
for the
San Mateo County Safe Routes to School (SRTS) Project
Activities in San Mateo-Foster City School District
March 1, 2018 to June 30, 2019

Activities to be provided by Peninsula Family YMCA for schools in San Mateo-Foster City School District for the San Mateo County Safe Routes to School Project may include:

Task #1: Student Bicycle and Pedestrian Education for the San Mateo-Foster City School District

Student bicycle and pedestrian education will be conducted at Abbott Middle, Audubon Elementary, Bayside STEM Academy Elementary and Middle, Baywood Elementary, Beresford Elementary, Borel Middle, Bowditch Middle, Brewer Island Elementary, College Park Elementary, Fiesta Gardens Elementary, Foster City Elementary, George Hall Elementary, Highlands Elementary, LEAD Elementary, Laurel Elementary, Meadow Heights Elementary, North Shoreview K-8 School, Parkside Montessori, San Mateo Park Elementary, and Sunnybrae Elementary (contingent on schools active collaboration and availability).

Task #1 Deliverables

- After School Bike Clubs
 - 16-unit class for 2-3 hours per class are \$4,250 and will serve up to 12 students
- Physical Education Bike Program
 - 10 day curriculum
 - \$3,000-\$5,000 dependent on the scope of work for 2 class periods, one hour each period for two weeks
- Bike Skills Rodeos
 - 1 day class
 - \$1,000-\$2,000 dependent on the scope of work for a 2-3 hour event serving up to 3 groups of students per day, maximum 30 students per group preferred but can serve up to 35 students in a group
- 4th Grade Bike Safety Class
 - \$1,200 - \$2,400 including equipment usage fees. Provides a two part lesson: 1) the “helmet safety” curriculum and 2) bicycle skills training education “bicycle rodeo.” Serves up to 3 groups of students per day, maximum 30 students per group preferred but can serve up to 35 students in a group
 - \$1,000 including equipment usage fees for abbreviated lesson option (1 day lessons including helmet rental and fitting and bicycle skills training education serving up to 90 students)
- Optional helmet purchase for \$8/student

Task #1 Schedule

- Services to be provided between March 1, 2018 – June 20, 2019 (last day of school)

Task #1 Fee Schedule

- Student Bicycle and Pedestrian Education not to exceed \$42,000

Maximum Fee – Not to exceed \$42,000 (forty two thousand dollars)