



SAN MATEO-FOSTER CITY SCHOOL DISTRICT

AGREEMENT FOR SERVICES BETWEEN THE SAN MATEO-FOSTER CITY SCHOOL DISTRICT AND PENINSULA FAMILY YMCA

This agreement ("Agreement") by and between the San Mateo-Foster City School District, a local educational agency organized and existing under the laws of the State of California (the "District") and Peninsula Family YMCA a California nonprofit public benefit corporation organized and existing under the laws of the State of California ("YMCA") is made effective as of this 21st day of June 2021 ("Effective Date"). The District and YMCA are collectively referred to herein as the "Parties," and each is individually referred to, from time to time, as a "Party."

RECITALS

WHEREAS, the District and YMCA both desire to provide a safe space for children who are enrolled as students within the District in a summer program that provides supervision, limited academic support and enrichment activities (referred to herein as "Services" or "summer program"); and

WHEREAS, YMCA currently provides summer program to some District students on an independent basis, through a contract with YMCA; and

WHEREAS, the Parties both wish to allow YMCA to operate a summer program on District premises on a temporary basis while such services are needed, and

WHEREAS, the Parties acknowledge that the COVID-19 pandemic has given rise to a dynamic and evolving situation that requires unusual levels of flexibility; and

WHEREAS, the District and YMCA wish to formalize and clarify expectations as YMCA provides operational services ("Services") for a summer program on the District's premises during the term of this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- I. **SERVICES.** In consideration of the payments hereinafter set forth, YMCA shall provide services for the District in accordance with the terms, conditions, and specifications set forth herein:

YMCA agrees to provide all programming and staffing necessary for a summer program and supervision for District students. YMCA shall provide such services every weekday during the Term of this Agreement for up to five (5) summer program classrooms, in accordance with the schedule attached hereto as Exhibit A.

YMCA will staff the summer program classrooms with:

- A total of two instructors for each summer program room.
- At least one instructor in each summer program room who is Adult/Child/Infant CPR and First Aid Certified.



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- II. TERM OF AGREEMENT. The term of this Agreement (“Term”) is from June 21, 2021 through July 30, 2021.
- III. DISTRICT OBLIGATIONS. District agrees to:
- Invite District students to participate and register in the summer program.
 - Conduct daily cleaning and maintenance in accordance with the District’s COVID-19 related cleaning protocol.
 - Conduct deep cleaning in the event of a confirmed or suspected case of COVID-19 exposure among the staff or students participating at the Learning Hub.
 - Provide soap, hand sanitizer, paper towels, toileting supplies, and cleaning supplies in the standard amount and frequency.
 - Provide YMCA with a School Administrator's Letter, Copy of Fire Clearance, and Site Map.
- IV. YMCA OBLIGATIONS. YMCA agrees to:
- Ensure that all instructors who will be present at the summer program are fingerprinted, in compliance with California Education Code Section 45125.1, using Livescan technology.
 - Ensure that all instructors who will be present at the summer program have completed a six-hour Child Abuse Prevention and mandated reporter training.
 - Prepare online registration and open registration.
 - Ensure that online registration collects parents/guardian contact information, emergency contact, child medical information, waivers and releases.
 - Distribute a parent handbook to parents.
 - Host a Parent Zoom Q&A.
 - Provide parents/guardians with COVID-19 screening questions for daily at-home participant symptom screening.
 - Conduct daily visual COVID-19 symptom check of each student and staff member.
- V. PAYMENT. District shall pay YMCA in accordance with the fees outlined and attached hereto as Exhibit A. YMCA shall submit a monthly invoice detailing the services performed during the billing period at the end of each month. YMCA is responsible for complying with all state and federal tax requirements, and they are YMCA’s sole responsibility. The District shall make payment on all invoices within thirty (30) days of receiving such invoice.
- VI. FACILITIES USE. The District grants YMCA use of facilities during YMCA’s hours of operations. YMCA shall not make any modifications to the facilities, shall maintain the facilities in the condition in which they were found, and shall be liable for any damage caused therein as a result of its use of said facilities. YMCA may make minor non-permanent modifications to the space with approval from the District’s site designee.
- VII. HEALTH AND SAFETY. Parties agree to adhere to district, county, and state health and safety requirements for both students and staff. YMCA will implement and oversee their actions to ensure health and safety, including, but not limited to: requiring and enforcing facial coverings to be worn by staff and students when entering and while in the facility, and the requiring of students and staff to maintain a



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minimum 3-foot distance who are not part of the same household or living unit.

- VIII. **NON-DISCRIMINATION.** The Parties shall not discriminate against any person rendering or receiving services pursuant to this Agreement, on the basis of race, color, age, marital status, national origin, sex, creed, sexual orientation, or physical or mental disability, including HIV disease, as provided by State and Federal Law.
- IX. **COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES:** YMCA and all subcontractors shall ensure compliance with all state, federal and local laws or rules applicable to performance of the services required under this agreement, and shall execute all necessary certifications of compliance therewith.
- X. **RELATIONSHIP OF THE PARTIES:** YMCA agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the District and that YMCA and YMCA staff acquire none of the rights, privileges, powers or advantages of District employees.
- XI. **INSURANCE:** YMCA or its subcontractors shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect YMCA and all of its employees, contractors, officers, directors, and 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 YMCA's or its subcontractors' operations under this Agreement, whether such operations be by YMCA, a subcontractor, or anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence. Liability limits for Comprehensive General Liability insurance shall be at least \$1 million per claim per occurrence/\$2 million aggregate.
- XII. **WORKERS' COMPENSATION.** YMCA shall ensure that adequate workers' compensation coverage has been provided by YMCA or any subcontractor, as the case may be, for YMCA employees and any employees of any subcontractor performing work under this Agreement, and such coverage will be the only such coverage applicable to such employees.
- XIII. **WAIVER.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- XIV. **INDEMNIFICATION.**
- a. By YMCA. To the fullest extent permitted by law, YMCA agrees to indemnify and defend the 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 YMCA and/or its contractors/employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from YMCA's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.



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- b. By the District. To the fullest extent permitted by law, the District agrees to indemnify and defend YMCA and its directors, officers, employees, subcontractors, and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of the District and/or its contractors, employees, officers, or agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from the District's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.
 - c. COVID-19. Each party agrees to indemnify and defend the other and its employees, contractors, and agents from any and all claims, damages, liability, and causes of action whatsoever, directly or indirectly arising out of or related to the indemnifying party's negligence leading to any loss, damage, or injury, including death, related to COVID-19 that may be sustained by any individual performing or receiving services under this Agreement, or of any contact of such individual, during the Term of this Agreement.
- XV. **USE OF SUBCONTRACTORS/ASSIGNMENT.** While YMCA may use subcontractors, neither YMCA nor District may assign this contract to another, including the rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.
- XVI. **SEVERABILITY.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.
- XVII. **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter, unless modified in a writing executed by both parties.
- XVIII. **TERMINATION.** Either party may at any time terminate this Agreement upon thirty (30) days' prior written notice. For purposes of this section, notice of termination may be delivered via email. District shall compensate YMCA for services provided through the date of termination. In addition, either party may immediately terminate this agreement for cause should the other party breach any material part of this Agreement. In the event that District terminates for YMCA's breach, District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the services pursuant to this Agreement, YMCA shall pay the additional cost, provided that such additional costs are reasonable.



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XIX. NOTICES. All notices provided for in this Agreement shall be in writing, duly signed by the party giving such notice, and shall be delivered, telecopied or mailed by first class mail or email, as follows:

To YMCA:

Grace Ihn, Associate Executive Director
1877 South Grant Street
San Mateo, CA 94402
gihn@ymcasf.org

To the District:

David Chambliss, Assistant Superintendent
1170 Chess Drive
Foster City, CA 94404
dchambliss@smfcsd.net

XX. GOVERNING LAW. This Agreement is governed by and shall be construed in accordance with the laws of the State of California. Any lawsuit concerning or arising out of this Agreement must be filed in the County of San Mateo or in the United States District Court for the Northern District of California.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement as of the Effective Date.

SAN MATEO-FOSTER CITY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

YMCA

By: _____

Name: _____

Title: _____

Date: _____

1170 Chess Drive
Foster City, California 94404
650.312.7700 Tel
650.312.7779 Fax
www.smfcsd.net

Board of Trustees
Kenneth Chin, Noelia Corzo, Rebecca Hitchcock, Alison Proctor, Shara Watkins

Superintendent
Joan Rosas, Ed.D.

Exhibit A

Cost:

\$1,543.56 per camper for 4 weeks session

Program Information:

Program is for rising Kinder-5th grade.

SMFCSD is covering the cost for 4 weeks of the 6-week program.

Session 1: 6/21-7/9 (no program on 7/5)

Session 2: 7/12-7/30

Location: Fiesta Gardens

Hours:

8 am to 5 pm