



**AGREEMENT FOR COMMUNITY SERVICES  
BETWEEN  
THE CITY OF WALNUT CREEK AND  
MT DIABLO UNIFIED SCHOOL DISTRICT**

This Agreement is entered into on July 1, 2018 between the City of Walnut Creek, a municipal corporation ("City"), and Mt. Diablo Unified School District, a California union high school district ("Recipient").

The City wishes to encourage the use of crisis counselors for students at Foothill Middle School in Walnut Creek ("School"). Accordingly, the City agrees to reimburse Recipient for the one-half of the salary or wages of any crisis counselor(s) retained by Recipient, on a quarterly basis and up the grant maximum for the 2018-2019 school year ("School Year") at School.

1. **Term.** The term of this agreement is from July 1, 2018 through the end of the School Year and the final Quarterly Invoice and payment.

2. **Recipient's Obligations.**

a. **Counselors.** Recipient shall provide at least one half-time crisis counselors, whose combined hours shall provide one Full Time Equivalent (FTE) of on-site crisis counseling services. These counselors will provide the following community services to the School during the School Year:

1. On-site confidential counseling each week to the students and their families in the areas of substance abuse, suicide, depression, family and academic difficulties, eating disorders, smoking, stress management and conflict resolution.
2. Facilitation of student support and recovery groups.
3. Work with teachers, staff and guidance counselors to identify and assist at-risk teens.
3. Educational presentations for teen and family members on such issues as drug abuse prevention, intervention and treatment, coping with stress and parenting.

b. **Salary and wage rates.** Recipient shall provide written notice to City, no later than October 16. Recipient shall also keep City informed in writing of any changes in this rate.

c. **Quarterly Reports.** Recipient shall submit Quarterly Reports to the City at the address shown in Section 7.a, within the time periods set forth in subsection e below. The Quarterly Reports shall include a summary of the Recipient's activities and fundraising efforts. The City

will not pay Invoices until it has received each Quarterly Report. The Fourth Quarterly Report should be cumulative for the School Year.

d. **Quarterly Invoice.** In addition to the Quarterly Reports, Recipient shall submit a Quarterly Invoice to the City at the address shown in Section 7.a, within the time periods set forth in subsection e below. The Quarterly Invoice shall include the following:

1. The term "Quarterly Invoice" shall be typed on the top of the invoice sheet. Each Quarterly Invoice shall include the name and current mailing address of the Agency where the check is to be sent, the time period, the reimbursement rate (i.e., the hourly rate and hours worked) and total amount of funds requested.

2. All time sheets or time cards that indicate the time spent by each crisis counselor(s) at the School during the quarter period, signed by the Recipient or otherwise marked approved by Recipient.

e. **Due dates.** Recipient shall submit the Quarterly Reports and Quarterly Invoices by the dates indicated here:

<b>Quarterly Reports and Quarterly Invoices</b>	<b>Due Date</b>
1st Quarter (July 1, 2018 - September 30, 2018)	October 15, 2018
2nd Quarter (October 1, 2018 - December 31, 2018)	January 14, 2019
3rd Quarter (January 1, 2019 - March 31, 2019)	April 15, 2019
4 <sup>th</sup> Quarter (April 1, 2019 - June 30, 2019)	July 15, 2019

g. **Recordkeeping.** Recipient shall maintain financial records that clearly document the number of Walnut Creek students/residents served, the cost per unit of service and the disposition of all funds received under this agreement. Recipient shall also make these records available for the City's annual audit or inspection during Recipient's regular business hours.

3. **City Obligations.** City shall reimburse Recipient quarterly for one-half of the wages itemized in the Quarterly Invoices submitted to the City under Section 2.d. The City shall reimburse recipient from City General Funds up to the grant maximum of \$10,000.

4. **Indemnification.** Recipient shall indemnify, defend, and hold harmless City, and its officers, officials, agents, employees and volunteers from all claims, suits or actions of every name, kind and description brought forth on account of any injury to or death of any person, or damage to property arising out of or in any way connected with the performance of this agreement by the recipient, or recipient's officers, officials, employees, volunteers, agents or its independent contractors.

**5. Insurance.** At all times during the term of this agreement, Recipient shall provide and keep in effect the following insurance policies: (a) general liability insurance; (b) automobile liability insurance; (c) worker’s compensation insurance; and (d) professional errors and omissions liability insurance.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (“occurrence” form CG 0001).
- (2) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
- (3) Workers’ Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
- (4) Professional errors and omissions liability insurance.

b. Minimum Limits of Insurance. Recipient shall maintain policy limits of no less than:

- (1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code.
- (4) Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim; \$2,000,000 aggregate.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City its officers, officials, employees and volunteers; or recipient shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions. The policies shall contain, or be endorsed to contain, the following provisions:

- (1) General Liability and Automobile Liability Coverage.

(a) The City, its officers, officials, employees, agents and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Recipient; products and completed operations of Recipient; premises owned, occupied or used by Recipient; or automobiles owned, leased or borrowed by Recipient. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

(b) Recipient's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Recipient's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

(d) Recipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees and volunteers for losses arising from work performed by Recipient.

(3) Professional Errors and Omissions Liability Coverage. Recipient's insurance shall include minimum extended reporting period coverage of three years.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

f. Verification of Coverage. Recipient shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City no later than the effective date of this Agreement. The City reserves the right to require complete certified copies of all required insurance policies, at any time.

**6. Termination.** Either party may terminate this agreement at any time, without cause, upon 30 days prior written notice to the other party. The City is not obligated to reimburse Recipient for any expenses incurred after termination of this agreement. Recipient shall accept the payment of outstanding expenses incurred as of the date of termination as full payment for the services rendered and for all work performed and in complete satisfaction of claims against the City accruing to the Recipient due to the termination of this agreement.

## **7. Miscellaneous.**

a. Notice. All required notices shall be sent first class mail to the parties as follows:  
To City: City of Walnut Creek  
CED – Housing Division

1666 N. Main Street  
Walnut Creek, CA 94596  
Attn: Cara Bautista-Rao

To Recipient: Mt. Diablo Unified School District  
1836 Carlotta Drive  
Concord, CA 94519  
Attn: Nellie Meyer

- b. Amendment. This agreement may be amended, modified or changed by the parties if in writing and signed by both parties.
  - c. Extension. This agreement may be extended for an additional period of time determined in writing by the parties. In the absence of any modifications or amendment included in the written extension, the terms and conditions of this agreement apply to any extension.
  - d. Compliance with Laws. Recipient is subject to and shall comply with all Federal, State and local laws and regulations applicable to its performance under this agreement.
  - e. Entire Agreement. This agreement contains the entire agreement between the parties.
- 8. Signatures.** The parties have executed this agreement effective on the date first written above.

<b>City of Walnut Creek</b>	<b>Mt. Diablo Unified School District</b>
By: _____	By: _____
City Manager	Title: _____