

## **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (the “**City**”), and ALAMEDA FAMILY SERVICES, a California nonprofit corporation, whose address is 2325 Clement Avenue, Suite A, Alameda, CA 94501 (the “**Provider**”), in reference to the following facts and circumstances:

### **RECITALS**

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The City is in need of the following services: Additional school based mental health services in the City of Alameda. The Provider was selected on a sole source basis because the organization currently operates the three existing school-based Health Centers in the City of Alameda.

C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

D. City and Provider desire to enter into an agreement for additional school based mental health services in the City of Alameda, upon the terms and conditions herein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

#### **1. TERM:**

The term of this Agreement retroactively commences on the 1<sup>st</sup> day of August 2019, and shall terminate on the 31<sup>st</sup> day of July 2020, unless terminated earlier as set forth herein.

#### **2. SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested.

#### **3. COMPENSATION TO PROVIDER:**

a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A and incorporated herein by this reference.

b. The total compensation for this Agreement shall not exceed **\$100,000**.

## SERVICES PROVIDED BY PROVIDER

THE SERVICES PROVIDED BY PROVIDER ("SERVICES") are defined as the services of the ("PROVIDER") for and on behalf of the CITY OF ALABAMA, a corporation (the "CITY") and ALABAMA FAMILY SERVICES, a non-profit corporation whose address is 1333 Clinton Avenue, Suite A, Alabama, CA 94401 (the "PROVIDER"), in accordance with the following terms and conditions:

### TERMS

1. The CITY is a municipal corporation, duly organized and validly existing under the laws of the State of California. The PROVIDER is a non-profit corporation organized under the laws of the State of California and the CITY.

2. The CITY is in need of the following services: Additional school-based mental health services in the CITY of Alabama. The PROVIDER was selected as a sole service provider because the organization currently operates the three existing school-based mental health centers in the CITY of Alabama.

3. PROVIDER is specially trained, experienced and competent to perform the special services which will be required by the CITY.

4. CITY and PROVIDER desire to enter into an agreement for additional school-based mental health services in the CITY of Alabama upon the terms and conditions herein.

### ACKNOWLEDGMENT

NOW, THEREFORE, in consideration of the foregoing, which are incorporated herein by reference, and the good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the CITY and PROVIDER agree as follows:

### TERMS

1. The term of this Agreement shall be for a period of one (1) year, beginning on the 1st day of August 2019, and shall terminate on the 31st day of July 2020, unless terminated earlier by either party.

### SERVICES TO BE PROVIDED

PROVIDER agrees to do all necessary work at its own cost and expense to fulfill all the terms of this Agreement, and shall be responsible for all necessary work related to the CITY's requirements.

### COMPENSATION TO PROVIDER

a. By the 15th day of each month, PROVIDER shall submit to the CITY an invoice for the actual amount of work done the previous month. The invoice shall contain a statement of the amount of the fee schedule as set forth in Exhibit A and incorporated herein by this reference.

b. The final compensation for this Agreement shall not exceed \$100,000.

**4. TIME IS OF THE ESSENCE:**

Provider and City agree that time is of the essence regarding the performance of this Agreement.

**5. STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

**6. INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

**8. NON-DISCRIMINATION:**

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (ex. Cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate Union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

**9. HOLD HARMLESS:**

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any

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1994-0014A

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1. The following information was obtained from the files of the FBI, New York City, and the FBI, New York Office, regarding the activities of the "Black Liberation Movement" (BLM) in New York City and the surrounding area:

and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Provider's negligent, reckless or intentional act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnites which allege negligence, recklessness or willful misconduct on behalf of the Provider, Provider shall have no right of reimbursement against Indemnites for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnites from Claims arising from the sole negligence or willful misconduct of Indemnites.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnites (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

#### 10. **INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California.

c. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

KS  
Provider Initials

#### A. **COVERAGE:**

Provider shall maintain the following insurance coverage:

(1) **Workers' Compensation:**



Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

**D. ADDITIONAL INSURED:**

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

**E. SUFFICIENCY OF INSURANCE:**

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

**11. CONFLICT OF INTEREST:**

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**12. PROHIBITION AGAINST TRANSFERS:**

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or his or her designee may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

**13. APPROVAL OF SUB-PROVIDERS:**

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider



shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

#### **14. PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

#### **15. REPORTS:**

a. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement, subject to applicable Federal, State and local law, including, among others, laws related to privacy, health care records and minors.

#### **16. RECORDS:**

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall

reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

## NOTICES

All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered express or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. Postal Service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this section.

Each notice shall be deemed to have been received on the earliest of (a) actual delivery or the date on which delivery is refused; or (b) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sunday and City holidays excepted).

Either party may, at any time, change its notice address from that to a particular box address by giving the other party three (3) days prior written notice of the new address.

All notices, demands, requests or approvals from Provider to City shall be addressed to City at:

City of Alameda  
Community Development Department  
950 West Main Street, Suite 202  
Alameda, CA 94501  
ATTENTION: City Counselor  
Tel: (510) 747-6892

All notices, demands, requests or approvals from City to Provider shall be addressed to Provider at:

Alameda Family Services  
3333 Clarendon Street  
Alameda, CA 94501  
ATTENTION: Kathleen Galvan  
Tel: (510) 639-6300

All updated insurance certificates from Provider to City shall be addressed to City

City of Alameda  
Community Development Department  
950 West Main Street, Suite 202  
Alameda, CA 94501  
ATTENTION: Pauline Office Assistant  
Tel: (510) 747-6892

## ATTENTION

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

#### **19. TERMINATION:**

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

#### **20. ATTORNEYS' FEES:**

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney's office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area

The Provider will be solely and completely responsible for the maintenance of all vehicles owned or leased by Provider, including the safety of all persons and property in those portions of the premises and tasks under this Agreement. This responsibility will apply continuously and not be limited to normal working hours. In addition, the Provider will comply with all safety provisions in connection with U.S. Department of Labor Occupational Safety and Health Act and any other applicable Federal, state, county and local laws, ordinances, codes and any regulations that may be added in other parts of the Agreement. If any of these provisions conflict with those safety provisions will be followed. The Provider agrees to their safety standards in its work and the Government will not release it from compliance with these standards and penalties as they apply.

The Provider will immediately notify the City within the time of any incident that results in a personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report containing all pertinent facts in connection with the incident. The report must include the following information: (i) name and address of the injured person(s); (ii) name and address of Provider's employee(s); (iii) name and address of the incident; (iv) a detailed description of the incident; and (v) a police report.

**TERMINATION**

In the event Provider fails or refuses to perform any of the obligations herein, the City and the County may, without notice, terminate this Agreement. If such default is not cured within ten (10) business days after receipt by Provider from the City of written notice of default, resulting in the termination of this Agreement, the City may, without notice, terminate the Agreement. It is necessary to use such notice. City may, without notice, terminate the Agreement by giving to the Provider written notice thereof.

The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving notice (7) days prior without cause to Provider as provided herein.

Upon termination of this Agreement either for cause or for non-performance, each party shall pay to the other party the pro-rata compensation that it is entitled to for the period of time and amount prior to the effective date of termination. The obligation of the parties under this Section 19.1 shall survive the expiration or early termination of this Agreement.

**ASSIGNMENT**

In the event of the bringing of any action or suit by a party herein against the other party by reason of any breach of any covenant, condition, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorney's fees, expert fees, all court costs and other costs of suit, to be paid by the prevailing party to the non-prevailing party. In the event of a judgment or order of arbitration in which either party is a party, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorney's fees, expert fees, all court costs and other costs of suit, to be paid by the prevailing party to the non-prevailing party. In the event of a judgment or order of arbitration in which either party is a party, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorney's fees, expert fees, all court costs and other costs of suit, to be paid by the prevailing party to the non-prevailing party.

of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

**21. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

**22. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**23. WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**24. INTEGRATED CONTRACT:**

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

**25. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

**26. COUNTERPARTS:**

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**27. SIGNATORY:**

of the law for which the services were rendered who practice in Alameda County in law firms who  
approximately 1/2 same number of attorneys as employed by the Alameda County Attorney's Office.

## COMMITMENT WITH ALL APPLICABLE LAWS

During the term of this Agreement, the City shall keep fully informed of all existing and  
future state and federal laws and all municipal ordinances and regulations of the City of Alameda  
which affect the manner in which the services in issue are to be performed by the Provider, as well  
as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the  
same. Provider shall comply with all applicable local, state and federal and all ordinances which  
and regulations enacted or issued by City.

## COMMITMENT OF LAW

This Agreement shall be interpreted under and enforced by the laws of the State of  
California without regard to any choice of law rules which may direct the application of laws of  
another jurisdiction. The Agreement and obligations of the parties are subject to all laws of  
orders, rules, and regulations of the authorities having jurisdiction over this Agreement. In the  
event of any conflict between this Agreement and the laws of the State of California, the laws of  
the courts of the State of California shall prevail.

## WARRANTY

A warranty by City of any breach of any term of this Agreement shall  
not be deemed to be a warranty of any subsequent breach of the same or any other term of the  
of condition contained herein, whether of the same or a different character.

## INTERPRETATION

The Recitals and Exhibits are a material part of this Agreement and are expressly  
incorporated herein. This Agreement represents the full and complete understanding of every thing  
or action whatsoever between the parties hereto, and all oral promises, negotiations and agreements  
of whatsoever kind or nature are hereby rejected. No verbal agreement or implied covenant shall  
be held to vary the provisions hereof. Any modification of this Agreement will be in writing only  
by written agreement signed by both City and Provider.

## COUNTERPARTS

The copies in this Agreement are for convenience only and are not a part of the Agreement  
and in no way affect the validity of the terms or conditions of this Agreement.

## COUNTERPARTS

This Agreement may be executed in any number of counterparts (including by notary),  
each of which shall be deemed an original, but all of which  
shall constitute one and the same instrument.

## ENTIRE AGREEMENT

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

**28. CONTROLLING AGREEMENT:**

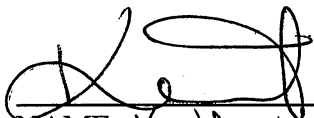
In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

ALAMEDA FAMILY SERVICES  
a California non-profit corporation

CITY OF ALAMEDA  
a Municipal corporation

  
NAME Katherine Schwartz  
TITLE Executive Director

\_\_\_\_\_  
Eric J. Levitt  
City Manager

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
NAME  
TITLE

\_\_\_\_\_  
Debbie Potter  
Community Development Director

APPROVED AS TO FORM:  
City Attorney

\_\_\_\_\_  
Lisa Maxwell  
Assistant City Attorney



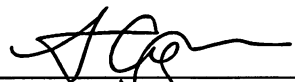
IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

ALAMEDA FAMILY SERVICES  
a California non-profit corporation

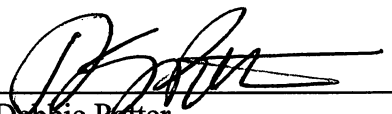
CITY OF ALAMEDA  
a Municipal corporation

\_\_\_\_\_  
NAME  
TITLE

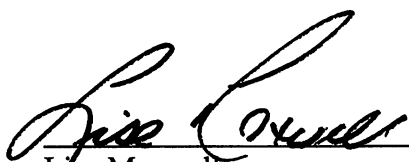
\_\_\_\_\_  
Eric J. Levitt  
City Manager

  
\_\_\_\_\_  
NAME Alyse Castro  
TITLE President, Board of Directors

RECOMMENDED FOR APPROVAL

  
\_\_\_\_\_  
Debbie Potter  
Community Development Director

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Lisa Maxwell  
Assistant City Attorney

## EXHIBIT A

### **Proposed Scope of Work and Budget** **Agreement between City of Alameda and Alameda Family Services (AFS)**

#### **Scope of Work**

The proposed agreement with AFS would help cover the salary and benefits of one additional counselor who will provide 32-hours of mental health services, including individual and group therapy as well as case manage at Encinal High School three days per week and at Alameda High School two days per week. This counselor is expected to serve between 20 to 25 students and families this school year. The agreement will fund:

- Mental health services, including individual and group counseling, crisis drop-ins, family support, case management, as well as intakes and assessments;
- Outreach to students (e.g. flyers and participation in awareness events), clinical documentation (e.g. individual assessments, treatment plans, and progress notes), clinical supervision, training, and staff meetings.

#### **Budget**

<b><u>PERSONNEL</u></b>	<b><u>ROP</u></b>	
Prog Director	\$40.87	8,500
Supervisor	\$34	7,978
QA	\$28	6,989
Billing Coordinator	\$20	8,320
Counselor	\$25	41,600
<b>Salaries</b>		<b>73,387</b>
<b>Fringe @20%</b>		<b>14,677</b>
<b>Total Personnel</b>		<b>88,064</b>

#### **OPERATING EXPENSE**

Prog Supplies	5,200
Equipment	1,200
Travel	250
Training	454
Printing	350
Communications	600
Insurance	3,882
<b>Total Operational</b>	<b>11,936</b>

<b>TOTAL BUDGET</b>	<b>100,000</b>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Katherine Berkman
Calender-Robinson Company, Inc.	PHONE (A/C, No, Ext): (415) 978-3800
0267063	FAX (A/C, No): (415) 978-3825
233 Sansome St. Ste 508	E-MAIL ADDRESS: kberkman@calrob.com
San Francisco CA 94104	INSURER(S) AFFORDING COVERAGE
	INSURER A: Nonprofits' Insurance Alliance of CA (NIAC)
INSURED	INSURER B:
Alameda Family Services	INSURER C:
2325 Clement Street	INSURER D:
Alameda CA 94501	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL18123122612 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl. Sexual Misconduct Liability <input checked="" type="checkbox"/> @ \$ 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	2019-08925-NPO	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits Lia. \$ \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	2019-08925-NPO	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIA <input checked="" type="checkbox"/> EXCESS LIA <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	2019-08925-UMB-NPO	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Social Services Professional Liability			2019-08925-NPO	01/01/2019	01/01/2020	Each claim \$ 1,000,000 Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Alameda, its City Council, boards and commissions, officers & employees are all included as additional insured for work done on their behalf as per the attached endorsement.

CERTIFICATE HOLDER	CANCELLATION
City of Alameda - Public Works Dept. Alameda Point - Bldg. #1 950 West Mall Sq. #110 Alameda CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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Named Insured: Alameda Family Services

Policy: 2019-08925-NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization:

**City of Alameda, its City Council, boards and commissions, officials, employees and volunteers**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**WHO IS AN INSURED** (Section II) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your on-going operations; or
- B. In connection with your premises owned by or rented to you

**THE INSURANCE** provided under this endorsement is primary & non-contributory to any other valid & collectible insurance carried by the additional insured entity and this insurance will apply separately to each insured against whom a claim is made or a suit is brought.

CG 2026 (07/04)

POLICY NUMBER: 2019-08925-NPO

COMMERCIAL AUTO LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR  
ORGANIZATION**

This endorsement modifies the insurance provided under the following:

**COMMERCIAL AUTOMOBILE LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

**City of Alameda, its City Council, boards, commissions, officials, employees  
& volunteers**

(If no entry appears above, information required to complete this endorsement will be shown in the  
Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization  
shown in the Schedule as an insured but only with respect to liability arising out of automobiles owned,  
leased, hired or borrowed by or on behalf of the Contractor.