

AGREEMENT FOR CONSULTANT SERVICES
[Name of consultant]

This AGREEMENT is made and entered into as of the _____ day of _____ 2019 by and between [full name of consultant] _____ (“Consultant”), REDWOOD CITY 2020 (a collaboration comprised of eight partners, including City of Redwood, Redwood City Elementary School District, Sequoia Union High School District, County of San Mateo Health, County of San Mateo Human Services Agency, Sequoia Healthcare District, John W. Gardner Center for Youth and their Communities at Stanford University (Stanford University), Kaiser Permanente, and Cañada College) and CITY OF REDWOOD (“City”) Acting as Fiscal Agent for Redwood City 2020. Collectively Consultant, Redwood City 2020, and City are hereinafter referred to as the “Parties.”

RECITALS

A. Redwood City 2020 is a Community Collaborative that coordinates the delivery of services to children, youth and families living in the City of Redwood City and North Fair Oaks, an unincorporated area adjacent to Redwood City. Redwood City 2020 is made up of eight partners, including City of Redwood City, Redwood City Elementary School District, Sequoia Union High School District, County of San Mateo Health, County of San Mateo Human Services Agency, Sequoia Healthcare District, John W. Gardner Center for Youth and their Communities at Stanford University (Stanford University), Kaiser Permanente, and Cañada College to provide leadership and oversight necessary to develop a coordinated approach to strengthen academic and social outcomes for children and youth living within the attendance area of the Redwood City School District and provide valuable resources to families so they can be successful primary caregivers to their children.

B. Redwood City 2020 requires the professional services of a consultant experienced in project coordination; verifiable consulting experience; commitment to serving the child care and/or educational needs of young people in the Bay Area.

C. Consultant has the necessary experience in providing professional services and advice.

D. Selection of Consultant is expected to achieve the desired results in an expedited fashion.

E. Consultant has submitted a proposal to Redwood City 2020 and has affirmed willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. Redwood City 2020 retains Consultant to perform, and Consultant agrees to render, those services (the "Services") that are defined in attached Exhibit "A," which is incorporated herein by reference. In the event of a conflict between the provisions of Exhibit "A" and the terms of this Agreement, the terms of this Agreement shall prevail. Redwood City 2020 shall have the right to modify the scope of work to delete tasks in whole or in part.

2. Standard of Performance. While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the urban Northern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. Term. Unless earlier terminated, the term of this Agreement will commence upon the date first above written and shall expire upon completion of performance of Services hereunder by Consultant.

[OR]

3. Term. Consultant shall begin performing the services set forth in Exhibit A as soon as he or she is notified by the Redwood City 2020. Consultant shall thereafter perform and complete all services by no later than TBD.

[REMOVE THE PARAGRAPH 3 ABOVE THAT IS NOT CHOSEN.]

4. Schedule. Consultant will adhere to the schedule set forth in Exhibit "A", provided, that Redwood City 2020 in its discretion may grant reasonable extensions of time for the performance of such services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to Redwood City 2020 of its project schedule and agrees to use its best professional efforts to meet the schedule. Redwood City 2020 understands that Consultant's performance must be governed by sound practices.

5. Time is of the Essence. Time is of the essence for each and every provision of this Agreement.

6. Compensation. Redwood City 2020 shall pay to Consultant an amount not to exceed TBD Dollars (\$TBD) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by Consultant, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.

6.1 An application for payment form must be submitted to Redwood City 2020 which shall include the following: a clear, detailed invoice reflecting work being billed for, a summary sheet showing hourly rates, hours worked, percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

6.2 Consultant shall maintain adequate records and shall permit inspection and audit by Redwood City 2020 and/or City of Consultant's charges under this Contract. Consultant shall make such records available to Redwood City 2020 and/or City during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to Redwood City 2020 and City and any specified public agencies. Such records shall be maintained by Consultant for one (1) year following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event Consultant shall retain its records for the time required by such laws.

6.3. The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. Redwood City 2020 will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. Redwood City 2020 will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to reimburse Redwood City 2020 and City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which Redwood City 2020 or City makes on behalf of Consultant or any agent, employee, or subcontractor of Consultant for work done under this Agreement. At Redwood City 2020 or City's election it may deduct the reimbursable amount from any balance owing to Consultant.

OR

6. Compensation. The total fee payable for the Services to be performed during the initial term of this Agreement will be \$TBD. No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. Redwood City 2020 and City have the authority to withhold a 10% percent retention until Redwood City 2020 has accepted all of the services specified in Exhibit "A." Incremental payments, if applicable, will be made as outlined in attached Exhibit "A."

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CHOOSE THE APPROPRIATE PARAGRAPH 6 AND DELETE THE OTHER.

7. Status of Consultant. Consultant will perform the Services as an independent contractor and not as an employee of Redwood City 2020 or City. The persons used by Consultant to provide services under this Agreement shall not be considered employees of Redwood City 2020 or City for any purposes.

8. Subcontracting. Consultant will not subcontract any portion of the Services without prior written approval of Redwood City 2020. If Consultant subcontracts any of the Services, Consultant will be fully responsible to Redwood City 2020 and City for the acts and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and Redwood City 2020 or City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by Redwood City 2020 and City.

9. Other Consultants. Redwood City 2020 reserves the right to employ other consultants in connection with the Services.

10. Indemnification. Consultant will defend, indemnify and hold harmless City and its officers, officials, City Council, agents, employees and volunteers and Redwood City 2020 and its officers, officials, agents, employees, and volunteers, from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the Services, caused in whole or in part by the willful misconduct or any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of City or Redwood City 2020.

The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense Redwood City 2020 or City incurs or makes to or on behalf of an injured employee under Redwood City 2020 or the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section.

The parties expressly agree that this section shall survive the expiration or early termination of the Agreement.

11. Insurance. Consultant shall obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than "A-: VII".

11.1 Coverages and Limits. Consultant, at its sole expense, shall maintain the types of coverages and minimum limits indicated below, unless otherwise approved by Redwood City 2020 and City in writing. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement.

11.1.1 Commercial General Liability Insurance. Consultant shall maintain occurrence based coverage with limits not less than \$2,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy shall be endorsed to name Redwood City 2020 and the City, their officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by Redwood City 2020 or the City.

11.1.2 Business Automobile Liability Insurance. Consultant shall maintain coverage with limits not less than \$1,000,000 per each accident for owned, hired and non-owned automobiles.

11.1.3 Workers' Compensation Insurance. Consultant shall maintain coverage as required by the California Labor Code. The Workers' Compensation policy shall contain an endorsement stating that the insurer waives any right to subrogation against Redwood City 2020 or the City, their officers, agents, employees and volunteers.

11.1.4 Employer's Liability Insurance. Consultant shall maintain coverage with limits not less than \$1,000,000 per each accident for bodily injury or disease.

11.2. Notice of Cancellation. This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without Consultant providing thirty (30) days prior written notice to Redwood City 2020 and City sent pursuant to the Notice provisions of this Agreement.

11.3 Providing Certificates of Insurance and Endorsements. Prior to Redwood City 2020 and City's execution of this Agreement, Consultant shall provide to Redwood City 2020 and City certificates of insurance and above-referenced endorsements sufficient to satisfaction of Redwood City 2020 and City's Risk Manager. In no event shall Consultant commence any work or provide any Services under this Agreement until certificates of insurance and endorsements have been accepted by Redwood City 2020 and City's Risk Manager.

11.4 Failure to Maintain Coverage. If Consultant fails to comply with these insurance requirements, then Redwood City 2020 and City will have the option to declare Consultant in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Consultant is responsible for any payments made by Redwood City 2020 or City to obtain or maintain insurance and Redwood City 2020 or City may collect these payments from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.

11.5 Submission of Insurance Policies. Redwood City 2020 and City reserves the right to require, at any time, complete copies of any or all required insurance policies and endorsements.

12. Business License. Consultant will obtain and maintain a City of Redwood City Business License for the term of the Agreement, as may be amended from time-to-time.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of Redwood City 2020 and City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the

Agreement for a period of three (3) years from the date of final payment under this Agreement.

14. Ownership of Documents. Any reports and other material prepared by or on behalf of Consultant under this Agreement (collectively, the "Documents") shall be and remain the property of Consultant. City may request copies of such Documents, and to the extent Consultant agrees to provide copies of such Documents, they may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem appropriate without further employment of or payment of any compensation to Consultant.

15. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in Redwood City 2020 and Consultant relinquishes all claims to the copyrights in favor of Redwood City 2020.

16. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of Redwood City 2020 and City and on behalf of Consultant under this Agreement.

For City:

City of Redwood City
Attention: Melissa Stevenson Diaz,
City Manager
1017 Middlefield Road
Redwood City, CA 94063
(650) 780-7300

For Consultant:

[NAME OF CONSULTANT]
ADDRESS
ADDRESS
CITY, STATE, ZIP CODE
PHONE NUMBER

For RC2020:

Redwood City 2020
Attn: Executive Director
400 Duane Street, Room 125
Redwood City, CA 94063

Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by regular and certified mail. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

17. Conflict of Interest. If disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Consultant or any of Consultant's employees, agents, or subcontractors, Consultant or Consultant's affected employees, agents, or subcontractors shall complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

Consultant, for Consultant and on behalf of Consultant's agents, employees, subcontractors and consultants warrants that by execution of this Agreement, that they have no interest, present or contemplated, in the projects affected by this Agreement. Consultant further warrants that neither Consultant, nor Consultant's agents, employees, subcontractors and consultants have any ancillary real property, business interests or income that shall be affected by this Agreement or, alternatively, that Consultant shall file with City an affidavit disclosing this interest.

18. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Consultant's Services with all applicable laws, ordinances and regulations.

19. Discrimination and Harassment Prohibited. Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

20. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the Services, Redwood City 2020 or City may terminate this Agreement for nonperformance by notifying Consultant in writing pursuant to the notice provisions of this Agreement.

If Redwood City 2020 or City decides to abandon or postpone the work or services contemplated by this Agreement, Redwood City 2020 or City may terminate this Agreement upon written notice to Consultant pursuant to the notice provisions of this Agreement. Termination will be effective immediately upon notification.

Either Party upon tendering thirty (30) days written notice to the other party may terminate this Agreement.

Within 10 days of termination Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to Redwood City 2020 and City. Consultant will be paid for work performed up to the termination date, however the total will not exceed the lump sum fee payable under this Agreement. Redwood City 2020 and City will make a determination of final payment based upon the value of the work product delivered to Redwood City 2020 and the percentage of the services performed.

21. Covenants against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, Redwood City 2020 will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or

otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. Claims and Lawsuits. Consultant acknowledges that if a false claim is submitted to Redwood City 2020 by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If Redwood City 2020 or City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges disbarment by another jurisdiction is grounds for City to terminate this Agreement.

23. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Consultant without the prior consent of Redwood City 2020 and City, which will not be unreasonably withheld.

25. Paragraph Headings. Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.

26. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order and any other attachment or exhibit. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

27. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

[Signatures on following page]

Redwood City 2020:

Dave Cattivera, Interim Executive Director
400 Duane Street, Room 125
Redwood City, CA 94063

By: _____
Dave Cattivera, Interim Executive Director

City of Redwood City acting as Fiscal Agent to Redwood City 2020:

Melissa Stevenson Diaz, City Manager
1017 Middlefield Road
Redwood City, CA 94063

By: _____
Melissa Stevenson Diaz, City Manager

ATTEST:

Pamela Aguilar, City Clerk

CONSULTANT:

Name of Consultant:
Company name:
Address:
City, State, Zip Code:

*By: _____

**By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

If required by Redwood City 2020 or City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, **or**
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

EXHIBIT “A”

SCOPE OF SERVICES

Funding for this agreement has been granted from the San Mateo County Health to support the coordination and communication for the implementation phase of the NFO Community Plan. The Communications Coordinator will play a lead role in coordinating activities across a diverse set of stakeholders that includes public agencies, business owners, residents, school leadership, community based leaders, youth and regional agencies.

Specific tasks will include:

- Convene Partners
 - Build capacity assessment to synthesize, prioritize, and select solutions
 - Co-create a strategic plan to address child care challenges
 - Leverage Redwood City 2020’s collaborative partner network to garner support and action
 - Engage and educate new partners (e.g. employers, developers, churches, child care providers)
- Fundraise for projects
 - Research opportunities for funding and build relationships with funders
 - Co-write proposals
 - Communicate with partners about fundraising opportunities
- Understand and assess the ecosystem of local child care
 - Serve as an advocate and conduit for Redwood City/North Fair Oaks child care needs and concerns
- Support the implementation and expansion of successful solution-oriented pilot projects
- Support and align with the work of the Child Care Coordinating Council of San Mateo County, Build Up for San Mateo County’s Children initiative, and Redwood City Child Care Coordinator.

Consultant will invoice RWC 2020 monthly, providing documentation of actions taken during that proceeding month.