

MEMORANDUM OF UNDERSTANDING

THE YOUTH SERVICE BUREAU of the URBAN SERVICES BRANCH of the YMCA OF SAN FRANCISCO AND the PACIFICA SCHOOL DISTRICT

WHEREAS the YOUTH SERVICE BUREAU of the Urban Services Branch of the YMCA of San Francisco ("YMCA") and PACIFICA SCHOOL DISTRICT ("PSD") mutually desire to effect a Memorandum of Understanding ("MOU") to define their relationship effective on July 1, 2016

SECTION 1. THE PARTIES' INTENT

- A. To establish and define the business relationship between YMCA and PSD as it relates to a Youth Service Bureau Counselor operating at Ida B. Lacey School in Pacifica, California.
- B. To serve as the guiding document as to the responsibilities of YMCA and PSD for the operation this program.

SECTION 2. TERM

- A. This MOU will be in effect for July 1, 2016- June 30, 2017. This Agreement may be terminated by either party at any time by giving prior written notice to the other party at least 30 days in advance of the effective date of such termination or may be terminated by mutual agreement of both parties.
- B. No alterations or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Superintendent of PSD or her designee..

SECTION 3. YMCA ROLE

In consideration of the payment hereinafter set forth, YMCA shall perform the following services at assigned school sites:

- a) Provide 8 hours per week of direct services, facilitating psycho-social groups or individual counseling per request of school staff according to student needs assesement.
- b) Working in collaboration with Counseling and other school staff.

SECTION 4. PSD ROLE

In consideration of the services set forth above, the PSD shall pay YMCA at the approved contract rate for all services rendered.

- a) The maximum amount the YMCA will be paid is \$12,672 for the Youth Service Bureau Counselor under this Agreement for services provided pursuant to this Agreement.
- b) Payment shall be made to Youth Service Bureau (of the YMCA) only upon receipt of approved bills. It is understood that the YSB will bill PSD twice yearly once in December 2016 and once in May 2017. Service statistics will be provided by the YSB to the district on a twice yearly basis.

SECTION 5. INDEMNITY AND INSURANCE

A YMCA'S OBLIGATIONS

- 1) YMCA of San Francisco shall defend, indemnify and hold harmless PSD, its Board, officers, employees and agents against all claims, damages, losses, expenses (including reasonable attorneys' fees) and liabilities (referred to collectively as "losses") of any kind or character arising out of and in the course of YMCA'S performance under this Agreement. This obligation shall not lie in those instances where the losses are caused solely by the negligence or intentional misconduct of PSD, its agents or employees.
- 2) YMCA of San Francisco shall maintain during this Agreement, at its cost, general liability insurance insuring against liability for bodily injury, including death, or property damage resulting from YMCA's performance under this Agreement, with a limit of not less than One Million Dollars, automobile liability insurance with a combined single limit of not less than One Million Dollars, Worker's compensation insurance as required by applicable law, and Employer's Liability insurance with limits of not less than One Million Dollars per employee for bodily injury or disease.

B. PSD' OBLIGATIONS

- 1) PSD shall defend, indemnify and hold harmless YMCA of San Francisco, its Board, officers, employees and agents against all claims, damages, losses, expenses (including reasonable attorneys' fees) and liabilities (referred to collectively as "losses") of any kind or character arising out of PSD's performance under this Agreement. This obligation shall not lie in those instances where the losses are caused solely by the negligence or intentional misconduct of YMCA of San Francisco, its agents or employees.
- 2) PSD shall maintain during this Agreement, at its cost, general liability insurance insuring itself and YMCA of San Francisco against liability for bodily injury, including death, or property damage resulting from PSD' performance under this Agreement or use of the Facility for the Programs, with a limit of not less than One Million Dollars, and automobile liability insurance with a combined single limit of not less than One Million Dollars, Worker's compensation insurance as required by applicable law, and Employer's Liability insurance with limits of not less than One Million Dollars per employee for bodily injury or disease.
- 3) PSD at its cost, shall maintain on the Facility, fire and extended coverage insurance, with vandalism and malicious mischief endorsements, in accordance with its general policy and practice as to amount and form.
- 4) All insurance required hereunder shall be primary (so that any contingent liability insurance of YMCA of San Francisco will not be called upon for contribution); non-cancelable without thirty (30) days advance written notice to YMCA of San Francisco; cover the indemnification obligations of PSD to YMCA of San Francisco under this Agreement; and be evidenced by a certificate of insurance and related endorsement from PSD' insurance carrier.
- 5) PSD agrees to notify YMCA in writing immediately upon knowledge of any claim, suit, action or proceeding for which either party may be entitled to indemnity under this Agreement.

SECTION 6 NOTIFICATION

A. Formal notice between the parties under this agreement shall be addressed as follows:

If to PSD
PACIFICA SCHOOL DISTRICT
Wendy Tukloff
375 Reina Del Mar
Pacifica, CA 94044

If to YMCA:
Youth Service Bureaus of the YMCA
Jane Chandler
435 Edgemar Drive,
Pacifica, CA 94044

SECTION 7 MISCELLANEOUS

This MOU constitutes the entire MOU and understanding between the parties, and supersedes all offers, negotiations and other MOU's concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this MOU must be in writing and executed by both parties.

APPROVED AND AGREED:

Linda Griffith, VP of Legal Affairs
And Risk Management
YMCA of San Francisco

Date _____

Jane Chandler
Director
Youth Service Bureaus of the YMCA

Date _____

Pacifica School District
APPROVED AND AGREED:

Wendy Tukloff
Superintendent
Pacifica School District

Date _____