

## **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 October 6, 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 Ocean Shore School in Pacifica, California.
- B. To serve as the guiding document as to the responsibilities of YMCA and PSD for the operation of this program.

#### **SECTION 2. TERM**

- A. This MOU will be in effect for October 6, 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 site:

- a) Provide 16 hours per week of direct service and documentation time, facilitating psycho-social groups or individual counseling per request of school staff according to student needs assessment. Each of the 2 days consists of 6 hours of direct counseling services with students and collaboration plus 1.5 hours of documentation and preparation and another 1 hour of clinical supervision off site.
- b) Working in strong collaboration with teachers, administrators, 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 \$22,594 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 \_\_\_\_\_