

**AGREEMENT BETWEEN  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY  
AND  
SAN MATEO COUNTY OFFICE OF EDUCATION**

This Agreement entered this [DAY] of [MONTH], [YEAR], by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency whose members include the County of San Mateo and the twenty incorporated cities and towns within San Mateo County, hereinafter called “C/CAG,” and the SAN MATEO COUNTY OFFICE OF EDUCATION, hereinafter called “SMCOE.”

**WHEREAS**, C/CAG, administers the Countywide Water Pollution Prevention Program to support its 21 member agencies with meeting stormwater pollution prevention mandates issued by the Regional Water Quality Control Board in its Municipal Regional Permit; and

**WHEREAS**, C/CAG implements, on behalf of its member agencies, school outreach and education requirements in the Municipal Regional Permit to teach school-age children about stormwater pollution prevention and stormwater management issues; and

**WHEREAS**, C/CAG has determined that partnering with SMCOE on its existing Environmental Literacy Summer Institute Program to provide a Teacher Fellowship specifically focused on Clean Water Pathways will provide a cost-effective means for integrating pollution prevention messages in school curricula; and

**WHEREAS**, the purpose of the Teacher Fellowship is to provide an intensive three-day institute to train teachers on watershed issues in San Mateo County, with a focus on flooding, water quality, and climate change, after which teachers would develop project-based curricula to implement in the fall semester; and

**WHEREAS**, teachers who participate in the Fellowship that finalize and pilot their unit of study, provide a reflection presentation to SMCOE, and participate in a completion ceremony, are eligible for a \$500 stipend to be paid by C/CAG; and

**WHEREAS**, the total amount available to SMCOE under this Agreement is not to exceed \$25,000; and

**WHEREAS**, by adoption of 19-06, the C/CAG Board of Directors approved C/CAG’s partnership on the Clean Water Pathways Teacher Fellowship and funding of up to 50 teacher stipends of \$500 each and authorized the C/CAG Chair to execute an agreement with SMCOE to implement the Teacher Fellowship, and further authorize the C/CAG Executive Director to negotiate final terms, subject to legal counsel review prior to execution by the C/CAG Chair, in a cumulative amount not to exceed \$25,000.

**NOW, THEREFORE, IT IS HEREBY AGREED** by the parties as follows:

1. Services to be provided by SMCOE. In consideration of the payments hereinafter set forth, SMCOE shall provide services in accordance with the terms, conditions and specifications set forth herein and in Exhibits A and B attached hereto and by this reference made a part hereof.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibits A and B, C/CAG shall make payment to SMCOE in the manner specified herein and in Exhibits A and B in an amount not to exceed twenty-five thousand dollars (\$25,000). In the event that C/CAG makes any advance payments, SMCOE agrees to refund any amounts in excess of the amount owed by C/CAG at the time of termination of this Agreement.
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. SMCOE shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect as of February 14, 2019 and shall terminate on June 30, 2021; provided, however, the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days' notice to SMCOE. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, SMCOE shall be paid for all services provided to the date of termination.
6. Hold Harmless/ Indemnity: SMCOE shall indemnify and save harmless C/CAG from all claims, suits or actions resulting from the performance by SMCOE of its duties under this Agreement. C/CAG shall indemnify and save harmless SMCOE from all claims, suits or actions resulting from the performance by C/CAG of its duties under this Agreement.

The duty of the parties to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Insurance: SMCOE or its subcontractors performing the services on behalf of SMCOE shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. SMCOE shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending SMCOE's coverage to include the contractual liability assumed by SMCOE pursuant to this Agreement. These Certificates shall specify or be endorsed to provide

that thirty (30) days' notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

Workers' Compensation and Employer Liability Insurance: CITY shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance: SMCOE shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect SMCOE, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by SMCOE or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
a. Comprehensive General Liability	\$ 1,000,000	_____
b. Workers' Compensation	\$ Statutory	_____

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

8. Non-discrimination. SMCOE and its subcontractors performing the services on behalf of SMCOE shall not discriminate or permit discrimination against any person or group of persons on the basis or race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.

9. Accessibility of Services to Disabled Persons. SMCOE, not C/CAG, shall be responsible for compliance with all applicable requirements regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
10. Substitutions: If particular people or positions are identified in Exhibit A as working on this Agreement, SMCOE will not assign others to work in their place without prior written permission from the C/CAG Executive Director. Any substitution shall be with a person or position of commensurate experience and knowledge.
11. Sole Property of C/CAG: Any system or documents developed, produced or provided under this Agreement shall become the sole property of C/CAG.
12. Agreement Renewal. This Agreement may be renewed only as specified in Exhibit A.
13. Access to Records. C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of SMCOE which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.  
  
SMCOE shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.
14. Merger Clause. This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the C/CAG Chairperson. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.
15. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

**[NAME]** (SMCOE)

By \_\_\_\_\_

\_\_\_\_\_  
Date

**City/County Association of Governments of San Mateo County (C/CAG)**

By \_\_\_\_\_  
Maryann Moise Derwin  
C/CAG Chair

\_\_\_\_\_  
Date

C/CAG Legal Counsel

By \_\_\_\_\_  
Matthew J. Sanders, C/CAG Counsel

## Exhibit A

### **Clean Water Pathways Teacher Fellowship Program 2019 Scope of Work**

In consideration of the payments set forth in Exhibit B, SMCOE shall provide the following services with support from C/CAG as defined in this scope of work:

**1) Clean Water Pathways Teacher Fellowship Program:** This professional learning program will be designed, advertised, implemented, and facilitated by SMCOE and will be referred to as the Clean Water Pathways Fellowship (Fellowship). The purpose of this Fellowship is to support teachers in San Mateo County at each grade-band level (K-2, 3-5, 6-8, 9-12) to develop and implement comprehensive, standards-aligned, project-based learning units that focus on the environmental, social, and economic impacts of the water system. Each unit will be grounded in developing student awareness of the problems and issues associated with the water system. Potential topics could include water quality, stormwater, flooding, drought, climate change precipitation impacts, and water supply and conservation. The program will culminate with students engaging in civic action through a proposed stormwater, green infrastructure, or nature-based infrastructure project. Teachers will be provided a stipend for attending the training, developing and implementing their unit, and sharing their journey and curriculum units at a capstone event at the completion of the following academic semester. The core components of the Clean Water Pathways Fellowship are the following:

- **Summer Institute:** This three-day intensive institute will strengthen teachers understanding of the water system through hands-on activities and field trips. Primary and secondary teachers will be provided entry points to content for Science, Math, Social Studies, and English, and will receive the skills and guidance for turning this content knowledge into student-centered, civics action-oriented curriculum. Additionally, teachers will be connected to community organizations that they can partner with for implementation. C/CAG staff will work with SMCOE to jointly develop the goals, teacher curriculum, and scheduled agenda for the Fellowship as a community partner. SMCOE will be the primary lead on design and development of the content for the Fellowship, and C/CAG staff will provide support with review of content and be available for presentations during the institute to help deliver the content. SMCOE will perform all activities to recruit the target number of participating teachers and implement all aspects of the institute. C/CAG staff will be available to support with developing and presenting content during the institute.
- **Guided Implementation:** Throughout the semester, if funding is available as detailed in Exhibit B, teachers will receive support in the form of coaching, workshops, guest speaking/fieldtrips by community partners. SMCOE will organize and coordinate all aspects of the Fellowship.
- **Capstone Event:** Teachers will submit their unit write-ups and deliver a presentation where they share reflections on the key learnings and impact of their units.
- **Stipends:** SMCOE will invoice C/CAG in advance for the maximum number of stipends based on the number of teachers who participate in the institute. SMCOE will pay stipends (not to exceed \$500) directly to participating teachers. If the number of teachers that successfully complete the full program is less than the number that participated in the summer institute, SMCOE will refund C/CAG all unused fund.
- **Instructional Coach:** If funding allows based on teacher participation in the summer institute, as detailed in Exhibit B, SMCOE may hire one or more instructional coaches at a cost not to exceed \$10,000 to support teachers after the institute during the following academic semester to ensure successful completion of the program. SMCOE will invoice C/CAG in advance for anticipated costs related to hiring instructional coach(es) and refund C/CAG all unused funds at the end of the program.

**2) Other Deliverables and Services Include:**

- Communications: C/CAG and SMCOE will collaborate on joint press release(s) and media between about the Fellowship and completed projects.
- Updates and Reports: SMCOE will develop a brief midterm update report halfway through the project, and a full project report upon completion of the 2019 Fellowship with lessons learned and recommendations for future work. These reports will be necessary in supporting C/CAG’s role, on behalf of its member agencies, in reporting on school-age outreach for pollution prevention under the Municipal Regional Stormwater Permit. The final report shall summarize the entire Clean Water Pathways Teacher Fellowship program, including SMCOE’s efforts related to teacher recruitment, advertising of the institute, numbers of teachers participating in the institute, the number and grades of students taught curricula developed through the institute, and any other metrics or details related to the effectiveness of the program.

**Exhibit B**

In consideration of the services provided by SMCOE described in Exhibit A and subject to the terms of the Funding Agreement, C/CAG shall pay SMCOE based on the following fee schedule and terms:

**BUDGET: Distribution of costs for program implementation**

<b>Item</b>	<b>Description</b>	<b>Amount (not to Exceed)</b>	<b>Anticipated Payment Timeframe</b>
Teacher Stipends	C/CAG will provide funding to SMCOE to provide teachers with a \$500 stipend in January 2020 for successful completion of the program, as determined by SMCOE. The target number of teachers completing the program is between 30 and 50.	\$15,000 - \$25,000	January 2020
Instructional Coach*	If teacher participation is 30 or less, SMCOE may allocate up to \$10,000 for an instructional coach that will meet with participating teachers 1-2 times per month between June 2019 – Jan 2020 to assist in ensuring successful completion of the fellowship program.	\$10,000*	June 2019 – Jan 2020
<b>Total</b>		<b>\$25,000</b>	

\*Funding for the instructional coach will be provided based on enrollment of teachers in the program, if enrollment is 30 or fewer teachers, remaining funds will be used for an instructional coach.