

**AGREEMENT FOR CONSULTANT SERVICES
REDWOOD CITY SCHOOL DISTRICT**

This AGREEMENT is made and entered into as of JUNE 11 , 2026, by and between Redwood City School District (“Consultant”), REDWOOD CITY TOGETHER (a collaboration comprised of eight partners, including City of Redwood City, Redwood City 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), and Kaiser Permanente, and CITY OF REDWOOD CITY (“City”) Acting as Fiscal Agent for Redwood City Together. Collectively Consultant, Redwood City Together, and City are hereinafter referred to as the “Parties.”

RECITALS

A. Redwood City Together 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 City of Redwood City. Redwood City Together is made up of eight partners, including City of Redwood City, Redwood City 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), and Kaiser Permanente 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 Together requires the professional services of a consultant experienced in student and family engagement with community resources.

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 Together 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 Together 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 Together shall have the right to modify the scope of work including 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. Consultant shall begin performing the services set forth in Exhibit "A" upon notification by Redwood City Together. Consultant shall thereafter perform and complete all services by no later than June 30, 2026.

4. Schedule. Consultant will adhere to the schedule set forth in Exhibit "A", provided, that Redwood City Together 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 Together of its project schedule and agrees to use its best professional efforts to meet the schedule. Redwood City Together 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. The total fee payable for the Services to be performed during the term of this Agreement will be Five Thousand Dollars (\$5,000). No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. Redwood City Together and City have the authority to withhold a 10% percent retention until Redwood City Together has accepted all of the services specified in Exhibit "A." Incremental payments, if applicable, will be made as outlined in attached Exhibit "A."

6.1 An application for payment form must be submitted to Redwood City Together and/or City 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 Together and City of Consultant's charges under this Contract. Consultant shall make such records available to Redwood City Together and 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 Together, City and any specified public agencies. Such records shall be maintained by Consultant for three (3) years 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 Together and City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. Redwood City Together and City 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 Together and City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment, which Redwood City Together makes on behalf of Consultant or any agent, employee, or subcontractor of Consultant for work done under this Agreement. At Redwood City Together's or City's election, it may deduct the reimbursable amount from any balance owing to Consultant.

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

8. Subcontracting. Consultant will not subcontract any portion of the Services without prior written approval of Redwood City Together. If Consultant subcontracts any of the Services, Consultant will be fully responsible to Redwood City Together 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 Together 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 Together and City.

9. Other Consultants. Redwood City Together 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 Together 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, cause 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 Together.

The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense Redwood City Together or City incurs or makes to or on behalf of an injured employee under Redwood City Together 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 Together 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 Together 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 Together 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 Together 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 Together 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 Together and City certificates of insurance and above-referenced endorsements sufficient to satisfaction of Redwood City Together 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 Together and City's Risk Manager.

11.4 Failure to Maintain Coverage. If Consultant fails to comply with these insurance requirements, then Redwood City Together 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 Together or City to obtain or maintain insurance and Redwood City Together 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 Together 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 Together 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. Redwood City Together and City may request copies of such Documents, and to the extent Consultant agrees to provide copies of such Documents, they may be used by Redwood City Together and City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes Redwood City Together and 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 Together and Consultant relinquishes all claims to the copyrights in favor of Redwood City Together

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

For City:

City of Redwood City
Attention: Patrick Heisinger,
City Manager
1017 Middlefield Road
Redwood City, CA 94063
(650) 780-7300

For Consultant:

Redwood City School District
Attn: John Baker, Superintendent
750 Bradford Street
Redwood City, CA 94063
(650) 423-2230

For Redwood City Together:

Redwood City Together
Attn: Executive Director
3250 Middlefield Road
Middlefield Road, CA 94025
(650) 271-1939

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 Together or City may terminate this Agreement for nonperformance by notifying Consultant in writing pursuant to the notice provisions of this Agreement.

If Redwood City Together or City decides to abandon or postpone the work or services contemplated by this Agreement, Redwood City Together 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 Together 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 Together and City will make a determination of final payment based upon the value of the work product delivered to Redwood City Together 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 Together 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 Together 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 Together 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 Together 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.

28. Electronic Signatures. If all Parties agree, electronic signatures may be used in place of original signatures on this Agreement. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Parties will rely on the electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature. After all Parties agree to the use of electronic signatures, all Parties must sign the document electronically.

(Signature page follows)

Redwood City Together:

Rafael Avendaño, Executive Director
3250 Middlefield Road
Menlo Park, CA 94025

By: _____
Rafael Avendaño, Executive Director

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

Patrick Heisinger, City Manager
1017 Middlefield Road
Redwood City, CA 94063

By: _____
Patrick Heisinger, City Manager

ATTEST:

Yessika Castro, City Clerk

CONSULTANT:

John Baker
Redwood City School District
750 Bradford Street
Redwood City, CA 94063

*By: _____

**By: _____

Printed Name: John Baker

Printed Name: Rick Edson ^{RE}

Title: Superintendent

Title: Chief Business Office

If required by Redwood City Together 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 AND FEE SCHEDULE

Consultant will:

- Plan two (2) school assemblies focused on an educational component identified by the Community School Coordinator and/or in collaboration with Redwood City Together (RWCT). Redwood City Together will support with covering presenter costs.
- Distribute 30-50 community resource packets provided by Redwood City Together to families monthly, ensuring materials are shared in a timely and accessible manner. Consultant will be responsible for outreach, coordination, and data tracking of the number of community resource packets distributed in a monthly basis. Data tracking shall be limited to the number of packets distributed. No additional data shall be collected, recorded, or reported.
- Plan and facilitate monthly pizza reward celebrations for students, including coordination of logistics, distribution, and supervision during each event. Redwood City Together will provide the pizzas. Consultant will be in charge of tracking the number of students attending these events. Data tracking shall be limited solely to the number of students attending the events. No additional data shall be collected, recorded, or reported.
- Host two (2) parent engagement workshops during the 2025-2026 school year, including identifying workshop topics, promoting the workshops to families, coordinating logistics at the school site, and collecting sign-in data. Redwood City Together will cover presenter, childcare and food costs. The data collected here will be number of attendees. No additional data shall be collected, recorded, or reported. Photographs may be taken during the event (s). The Community School Coordinator will have a Photo Release Waiver forms available for parents/guardians to review and sign.
- Participate in ongoing support and coaching provided by Redwood City Together staff and/or RWCT Board Members, including quarterly scheduled check ins, planning meetings, and implementation support as mutually agreed upon.
- Share final report outlining data collection, challenges and learnings on completed services with the Redwood City Together team by June 30TH , 2026.

Consultant will be paid the full amount upon execution of this Agreement, consistent with Section 6, Compensation.