

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND DORR DISTRIBUTION SYSTEMS, INC.
dba DISCOVERY**

THIS CONTRACT, is made and entered into this _____, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **Dorr Distribution Systems, Inc. dba Discovery** hereinafter called "Consultant."

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

WHEREAS, Consultant has represented that consultant has appropriate skill, training, qualifications, and experience to render such services called for under this Contract to City.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES. Consultant shall perform those services described in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which exhibit is attached hereto and incorporated herein.

SECTION 2. TERM OF CONTRACT. The term of this Contract shall be from July 1, 2025 to June 30, 2027, inclusive.

SECTION 3. SCHEDULE OF PERFORMANCE. The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION. The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein. This amount shall not exceed \$120,000.00.

SECTION 5. METHOD OF PAYMENT. Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement describing the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT. It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by

Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY. Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION. Consultant represents that Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant agrees to defend, indemnify and hold harmless City, its officers, agents, and employees, against any loss or liability arising out of or resulting in any way from work performed by or on behalf of Consultant under this Contract or the errors or omissions by Consultant.

SECTION 9. INSURANCE.

A. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

B. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

C. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

D. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

SECTION 10. NON-DISCRIMINATION. Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin, or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local

governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

SECTION 13. GOVERNING LAW. City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Courts of the County of Santa Cruz.

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION. Except as may be required by law, all data, documents, discussions, or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager.

SECTION 16. OWNERSHIP OF MATERIALS. All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES. The Consultant covenants that Consultant has not employed or retained any company or person to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER. Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a FPPC Form 700 disclosure statement, which form shall be filed with the City Clerk within thirty (30) days from the effective date of this Contract as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS. Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES. All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY

City Clerk's Office
275 Main Street, Suite 400
Watsonville, CA 95076
(831) 768-3040

CONSULTANT

Dorr Distribution Systems, Inc.
11020 Commercial Parkway
Castroville, CA 95012
(831) 633-2877

SECTION 22. EXHIBITS:

Exhibit A: Scope of Services
Exhibit B: Schedule of Performance
Exhibit C: Compensation

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WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY	CONSULTANT
CITY OF WATSONVILLE	DORR DISTRIBUTION SYSTEMS, INC.
BY _____ Tamara Vides, City Manager	BY <div><div>Signed by:</div><div>Richard G. Dorr</div><div>67B967EF9-68EF-414D-9231-D9B3A8918646</div></div> _____ Richard G. Dorr, President

ATTEST:

BY _____
Irwin Ortiz, City Clerk

APPROVED AS TO FORM:

BY _____
Samantha Zutler, City Attorney

In Process

EXHIBIT "A"

SCOPE OF SERVICES

Discovery Transportation:

1. Transportation Services

- A. The contractor shall supply professional drivers to operate buses, shuttles, or other designated vehicles for regular routes, employee transportation, and special events as requested by the City.
- B. Services may include transportation for public transit, chartered trips, and City-sponsored activities.
- C. A transportation supervisor shall be provided when requested by the City.

2. Vehicle and Driver Requirements

- A. All drivers shall wear a designated uniform provided by the contractor, displaying the contractor's logo.
- B. Drivers shall carry valid commercial driver's licenses (CDLs) and meet all safety and compliance regulations.
- C. The contractor shall ensure all vehicles are properly maintained, cleaned, and meet safety inspection standards before service.

3. Emergency and Contact Procedures

- A. The contractor shall provide a 24-hour contact number for dispatch and supervisors, ensuring response to calls within 30 minutes during active transportation services.
- B. In the event of an emergency, drivers shall immediately contact the designated City representative and, if necessary, local emergency services.

4. Operational Duties

The contractor shall be responsible for, but not limited to:

- A. Operating designated vehicles along assigned routes safely and efficiently.
- B. Adhering to all local, state, and federal transportation regulations.
- C. Managing passenger boarding as required.
- D. Assisting passengers with disabilities and ensuring ADA compliance.
- E. Monitoring vehicle conditions and reporting any maintenance issues.
- F. Maintaining detailed records of trips, incidents, and vehicle usage.

5. Conduct and Professionalism

All assigned contractor personnel shall:

- A. Report to their assigned shift on time, in a clean and professional uniform.
- B. Maintain good grooming and hygiene practices.
- C. Follow all transportation duties as outlined in this scope of work.
- D. Refrain from using alcohol, non-prescribed drugs, or tobacco while on duty.
- E. Use personal cell phones only during designated break periods.
- F. Treat all passengers, employees, and City representatives with courtesy and professionalism.
- G. Respond promptly to instructions from City representatives.
- H. Not accept bribes, tips, or gratuities.
- I. Remain at assigned posts or routes unless properly relieved by another driver or supervisor.

6. Communication Requirements

- A. All assigned personnel shall be fluent in English.
- B. Drivers and staff must be able to communicate effectively with passengers and City representatives, providing assistance as needed while ensuring a smooth transportation experience.

In Process

City of Watsonville Responsibilities:

1. Scheduling of Trips

- A. The City shall coordinate and schedule transportation trips in a timely and efficient manner.
- B. Requests for transportation must be processed and confirmed within the timeframes agreed upon with the service provider.
- C. The City shall maintain a record of scheduled trips and ensure communication with all relevant parties regarding trip details.

2. Participant Safety

- A. The City shall ensure that all transportation providers comply with applicable federal, state, and local safety regulations.
- B. Participants must be transported in safe, well-maintained vehicles that meet all ADA accessibility requirements (as applicable).
- C. The City will monitor service quality and respond promptly to safety concerns or complaints from passengers.

- D. Drivers and attendants must be trained in passenger assistance and emergency response protocols.

3. Payment of Invoices

- A. The City shall review, verify, and process all invoices submitted by the transportation provider within thirty (30) calendar days of receipt.
- B. Any discrepancies in invoices shall be communicated to the provider within ten (10) business days of receipt to facilitate resolution.
- C. Payments shall be made in accordance with the terms outlined in the service contract.

In Process

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule:

- July 1, 2025- June 30, 2027
- All services to be completed by June 30, 2027

In Process

EXHIBIT "C"**COMPENSATION**

- a. Total Compensation. The total obligation of City under this Contract shall not exceed \$120,000.00

Trip	# Of Trips	Cost	Total
Youth Center Trips	16	\$1,500	\$24,000
Camp WOW Saturdays	12	\$1,500	\$18,000
Camp WOW Summer	9	\$1,500	\$13,500
Camp WOW Winter	2	\$1,500	\$3,000
Camp WOW Spring	1	\$1,500	\$1,500
		Total:	\$60,000 per year

In Process