

SITE SERVICES AGREEMENT / SHORT-TERM

(INDEPENDENT CONTRACTOR)

This Site Services Agreement ("Agreement") is made as of September 25th, 2021, between the PAJARO VALLEY UNIFIED SCHOOL DISTRICT ("District") and CITY OF WATSONVILLE ("Contractor") (together, "Parties").

1. Services. The Contractor shall furnish to the District AFTER SCHOOL SCIENCE WORKSHOP COURSE, as further detailed in **EXHIBIT A**, attached hereto and incorporated herein by this reference ("Services"), at EXTENDED LEARNING DEPARTMENT, located at 294 GREEN VALLEY RD, WATSONVILLE, CA 95076 ("Site").

1.1. Contractor will have until July 30th, 2022 to perform the Services.

1.2. District compensation to the Contractor shall **not exceed \$150,000.00 (\$ONE HUNDRED FIFTY THOUSAND dollars and no cents)** inclusive of any costs or expenses paid or incurred by Contractor in performing the Services. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed.

1.3. Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete the Services. District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor of the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by District. Contractor shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing the Services.

2. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. By checking the applicable box below, Contractor hereby represents and warrants to District the following:

☐ Contractor does not employ anyone in the manner subject to the workers' compensation laws of California; or

☒ Prior to commencing Services under the Agreement, Contractor has submitted and the District approved the Workers' Compensation Certification, attached hereto and incorporated herein by this reference.

3. PERS and STRS Compliance. If Contractor is an individual, Contractor must answer the following (Contractors that are business entities may disregard):

Are you now, or have you ever been, a member of the Public Employees' Retirement System (PERS) or the State Teachers' Retirement System (STRS)?

☒ No • Yes. If yes, • PERS or • STRS. • Retired PERS or STRS

- I certify that all Services shall be rendered at times other than my regular assigned workday at that agency.

Note: Individuals paid as a consultant but later hired by District as an employee will be subject to payroll taxes for all earnings accrued in the calendar year hired, including any consult fees earned in the year.

- 4. Fingerprinting.** Contractor and the Contractor Parties shall only have limited or no contact with District students at all times during the Term of this Agreement. Contractor will be in the immediate presence of a District staff member should Contractor have contact with students while conducting the Services.
- 5. Confidentiality.** The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall survive termination of this Agreement.
- 6. Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 7. Termination by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
- 8. Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.
- 9. Limitation of District's Liability.** District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- 10. Contractor's Insurance.** Contractor has in force, and during the term of this Agreement shall maintain in force with the indicated limits attached to this agreement. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days' written notice to the District prior to cancellation. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

- 11. Compliance with Laws; Effect of Noncompliance.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations.
- 12. Labor Code Requirements.** If applicable, Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at <http://www.dir.ca.gov/>. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
- 12.1. Registration:** Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.
- 12.2. Registered Subcontractor List:** Within 30 days of the award of contract or prior to commencing the Services under this Agreement, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Agreement (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment.
- 12.3. Certified Payroll Records:** Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Services.
- 12.4. Labor Compliance:** Contractor shall perform the Services while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
- 13. Integration; Entire Agreement of Parties; Amendments.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This agreement is not valid until approved/ratified by District's Board of Education.
- 14. Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the County where the District's administrative offices are located.
- 15. Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand

for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

- 16. Attorney Fees; Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 17. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 18. Assignment.** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Agreement without the prior written consent of the District.
- 19. Severability; Provisions Required by Law.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 20. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together, including electronically sent and scanned signatures, shall be construed as one document.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

DISTRICT: Dated: _____, 20____ Pajaro Valley Unified School District ATTN: _____ 294 Green Valley Road Watsonville, CA 95076 (831) 786-2100 EMAIL: _____ _____ SIGNATURE _____ PRINT NAME _____ PRINT TITLE	CONTRACTOR: Dated: _____, 2021 City of Watsonville 250 Main St <u>Watsonville, CA 95076</u> _____ SIGNATURE _____ <u>Matthew D. Huffaker</u> _____ PRINT NAME _____ <u>City Manager</u> _____ PRINT TITLE _____ SIGNATURE _____ <u>ALAN J. SMITH</u> _____ _____ <u>CITY ATTORNEY</u> _____ PRINT TITLE _____ SIGNATURE _____ <u>BEATRIZ FLORES</u> _____ PRINT NAME _____ <u>CITY CLERK</u> _____ PRINT TITLE
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EXHIBIT A

This agreement is part of a presentation of services that was approved at the September 22, 2021 Board meeting.

End of service date: July 30, 2022

Location: Courses will occur at PVUSD ASP School Sites & Science Workshop Centers across Watsonville.

Scope of work:

City of Watsonville Science Workshop will provide in person STEAM lessons which will be accessible to all district students throughout Extended Learning after school programs, weekends, intersession and summer. Courses will be taught by City of Watsonville Science Workshop staff at ELP after school program and multiple community locations.

Science Workshop agrees to ensuring the following:

- 1 monthly social media post that tags and states in partnership PVUSD's Extended Learning
- Any press related to these projects will state " in partnership with PVUSD's Extended Learning Program"
- End of year letter to PVUSD School Board that review's services provided in partnership with Extended Learning.

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services under this Agreement.

Date: _____

Proper Name of Contractor: City of Watsonville

Signature:

Print Name: Matthew D. Huffaker

Title: City Manager

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Services under this Agreement.

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Services ("Agreement"):

- ☐ Contractor's employees will have only limited contact, if any, with any pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- ☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: *"Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with any pupils during the course and scope of the Agreement is attached hereto."*

CERTIFICATION:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: _____

Name of Contractor: City of Watsonville _____

Signature: _____

Print Name and Title: Matthew D. Huffaker, City Manager _____
