

**LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT  
INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES**

This Independent Contractor Agreement (“**Agreement**”) is made and entered into on **May 8, 2024**, by and between **Livermore Valley Joint Unified School District (“District”)** and **TeamCivX, LLC. (“Contractor”)**. District and Contractor may be referred to herein individually as “**Party**” or collectively as “**Parties.**”

1. **Services.** The Contractor shall furnish to the District the following services (“Services” or “Work”):

Consultant will provide communication and pre-campaign consulting services as directed by the District including monthly consulting services, survey polls, and informational brochure mailers.

2. **Price & Payment.** The Contractor shall furnish the Services to the District for the following compensation:

Contractor shall provide Services at rates indicated in **Exhibit B (“Schedule of Rates and Fees”)** on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount not-to-exceed \$172,575.00.**

District shall pay Contractor only for all undisputed amounts within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District’s written approval of the Work, or the portion of the Work for which payment is to be made. The payments specified in **Exhibit B** shall be the only payments to be made to Contractor for Services rendered pursuant to this Agreement. Contractor shall submit all billings for Services to the District in the manner specified in **Exhibit B.**

3. **Term.** Contractor shall commence providing the Services under this Agreement on **May 8, 2024**, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on **August 30, 2024, or until the Board of Education has called for an election at which time contract will end, whichever comes first.**

4. **Insurance:** Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. 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 modification. 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 (**Check all that apply**).

**Commercial General Liability:** \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate; \$1,000,000 personal injury aggregate.

**Automobile Liability, Any Auto (combined single limit):** \$1,000,000 per occurrence; \$2,000,000 aggregate.

**Worker’s Compensation:** Broad form all-states coverage; statutory limits pursuant to State law.

**Employer’s Liability:** \$1,000,000 limit per occurrence.

**Professional Liability (E&O) (If Contractor is providing professional services or advice):** on a claim made form; \$1,000,000 per occurrence; deductible or self-retention shall not be greater than \$25,000 per occurrence.

**Sexual Abuse or Molestation:** Not less than \$1,000,000 per occurrence; \$2,000,000 aggregate; \$3,000,000 excess/umbrella coverage.

5. **Terms & Conditions.** The Contractor has read, understands, and agrees to comply with the Terms & Conditions of this Agreement, attached hereto and incorporated herein by this reference. **CONTRACTOR INITIAL HERE:** \_\_\_\_\_

6. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted the following document of insurance required as indicated below:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Signed Agreement                      | <input checked="" type="checkbox"/> W-9 Form                                     |
| <input checked="" type="checkbox"/> Insurance Certificates & Endorsements | <input checked="" type="checkbox"/> Certifications to Be Completed by Contractor |
| <input checked="" type="checkbox"/> Other: Exhibit B                      |  |

7. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt), sent by overnight delivery service (effective the next business day following delivery thereof to the overnight delivery service), or emailed. Notices shall be sent to the following addresses:

<b>District</b> Livermore Valley Joint Unified School District 685 E. Jack London Blvd. Livermore, CA 94551 Email: kmcneely@lvjUSD.org Attn: Kim McNeely, Bond Program Director	<b>Contractor:</b> TeamCivX, LLC. 21 Orinda Way Suite C-191 Orinda, CA 94563 Email: cheath@teamcivx.com Attn: Charles Heath, Partner
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8. **Tuberculosis (TB) Screening.** Check one of the following boxes:

- The District has a statement of TB Clearance on file for each person.
- Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor shall not work directly with students on more than an occasional basis.

**INITIAL HERE:** \_\_\_\_\_ (Contractor initials). **INITIAL HERE:** \_\_\_\_\_ (District Representative initials)

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**ACCEPTED AND AGREED** on the date indicated below. By signing this Agreement, Contractor certifies, under penalty of perjury, that all the information provided in and for this Agreement is true, complete, and correct:

Dated: \_\_\_\_\_, 2024

Dated: \_\_\_\_\_, 2024

**Livermore Valley Joint Unified School District**

**TeamCivX, LLC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Information regarding Contractor:**

Type of Business Entity:

- Individual  
 Sole Proprietorship  
 Partnership  
 Limited Partnership  
 Corporation  
 Limited Liability Company  
 Other: \_\_\_\_\_

\_\_\_\_\_: Employer Identification and/or Social Security Number

**NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.**

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## TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.
2. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. 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.
4. **Standard of Care.**
  - 4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
  - 4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
  - 4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.
  - 4.4. Contractor shall ensure that any individual performing Work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the Work assigned to them.
5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
7. **Termination.**
  - 7.1. **Without Cause 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. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
  - 7.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' written notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for Services satisfactorily rendered to the date of termination. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
  - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall

include:

- 7.3.1. material violation of this Agreement by the Contractor; or
- 7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expenses, fees, and/or costs to the District exceed the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 7.4. 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 defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor; any assignment by the Contractor without the District's express written consent shall be void.
10. **Compliance with Laws.** 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. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on the conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Work that is in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
11. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of the Services pursuant to this Agreement.
12. **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.
13. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
14. **Anti-Discrimination.** It is the policy of the District that, in connection with all Work performed under this Agreement, there be no discrimination against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of the person, and therefore the Contractor agrees to comply with all applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, Contractor agrees to require

like compliance by all its subcontractors.

15. **Fingerprinting of Employees.** ~~Contractor shall comply with the provisions of Education Code section 45125.1 and complete the "Fingerprint / Background Check Certification" section of the~~ **Certifications to be Completed by Contractor** that are part of this Agreement.
16. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
17. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:
  - 17.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
  - 17.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
18. **Limitation of District Liability.** Other than as provided in this Agreement, 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.

19. **Disputes.** In the event of a dispute between the Parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop any Work thereunder.
20. **Confidentiality.** Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the expiration/termination of this Agreement.
21. **Integration/Entire Agreement/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.
22. **California 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 California county in which the District's administration offices are located.
23. **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.
24. **Severability.** 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.
25. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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**CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR**

**THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:**

**Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that 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 work of this contract.

**Fingerprint / Background Check Certification (Education Code § 45125.1).** Pursuant to Education Code Section 45125.1, Contractor has obtained for any employee (or subconsultant(s)'s employee) who will interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, a valid criminal records summary provided by the Department of Justice (DOJ).

— The employee must provide sets of fingerprints to the DOJ that the DOJ will use to obtain criminal record summary information from itself and the Federal Bureau of Investigation (FBI).

— The DOJ shall review the criminal record summary it obtains from its internal search and from the FBI to ascertain whether an applicant for employment has a conviction, or an arrest pending final adjudication, for any sex offense, controlled substance offense, crime of violence, or serious or violent felony. If the criminal record summary for an employee reflects a conviction or arrest for any of these, that employee shall not perform any services for the District.

— The Contractor shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service.

**Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the District site and the employees of Contractor's subcontractor(s) that will be on the District site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

**Russian Sanctions Certification.** On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; "Federal Order") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; "State Order").

The District requires the Contractor, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If your Firm's contract with the District has a cumulative value of \$5 million or more, your certification here constitutes your written response to the District, indicating:

(1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

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**I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.**

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**Exhibit B  
Fees and Rates**

Item	Fee
Monthly Consulting Fee (\$6,500 x 5 months)	\$32,500.00
Hybrid Internet and Telephone Survey	\$42,575.00
Printing and Production – Mailers	\$67,500.00
Reimbursable Expenses	\$10,000.00
District Controlled Contingency	\$20,000.00
Total	\$172,575.00