



**LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT**

685 E Jack London  
Livermore, CA 94551  
(925) 606-3202

**SERVICES AGREEMENT**

THIS AGREEMENT is entered into as of the date signed below, by and between Livermore Valley Joint Unified School District wherein referred to as LVJUSD, a public school district and Livermore Area Parks and Recreation District (LARPD), wherein referred to as CONTRACTOR.

Whereas LVJUSD has need of specialized services and Whereas CONTRACTOR represents that it has the specialized skill and knowledge to provide such services. The parties do hereby agree as follows:

1. **SCOPE OF SERVICES** The Contractor shall perform the following service: Provide after-school enrichment program opportunities to students who participate in the After-School Education and Safety (ASES) program and the Expanded Learning Opportunities Program (ELO-P).
2. **LOCATION OF SERVICES** Contractor shall render service(s) described in Item 1 at the following location(s) Leo Croce Elementary, Jackson Avenue Elementary, Joe Michell K-8 School, Marylin Avenue Elementary and Junction K-8 School and will be under the supervision of Melissa Theide or designee.
3. **TERM OF AGREEMENT** The term of this agreement shall begin September 1, 2023, and will terminate on June 30, 2024.
4. **COMPENSATION** CONTRACTOR shall be compensated as follows: Total compensation shall not exceed \$90,000.00.

Separate invoices for each activity provided will be submitted every quarter to ensure accurate record of each activity and its student participants for audit purposes.

5. **PAYMENT SCHEDULE** Payment for the work shall be made upon submission of an invoice for services rendered and the LVJUSD's written approval of the work (which approval shall not be unreasonably withheld).
6. **GENERAL TERMS AND CONDITIONS** This agreement includes the general terms and conditions as set forth on the following pages, and the Contractor, by executing this agreement, agrees to comply with all such general terms and conditions.
7. **EMPLOYEES** Contractor shall at all times enforce strict discipline and good order among his/her employees and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the LVJUSD may deem incompetent or unfit shall be dismissed from providing further services.

Contractor will certify that all the terms of Exhibit A are implemented for all employees (including substitutes) during the term of the agreement.

8. **CONTRACTOR SUPERVISION** When necessary, Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of professional services.

9. **ASSIGNMENT OF AGREEMENT AND PURCHASE ORDER** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this agreement without the prior written consent of LVJUSD.
10. **MUTUAL INDEMNIFICATION** Each of the parties hereto shall be solely liable for negligent or wrongful acts or omissions of its representatives and employees occurring in the performance of this Agreement, and if either party becomes liable for damages caused by its representatives and employees, it shall pay such damages without contribution by the other party. Each party hereto agrees to indemnify, defend, and hold harmless the other party, its officers, agents, and employees from any and all claims and losses proximately caused by its own solely negligent or wrongful acts or omissions.
11. **TERMINATION OF AGREEMENT** This Agreement shall terminate on the last day of service as written in Article 3 except:
  - 1) LVJUSD may terminate at any time if CONTRACTOR does not perform or refuses to perform according to this Agreement.
  - 2) LVJUSD may terminate services of CONTRACTOR at any time if, in the professional judgment of the management supervisor named herein, CONTRACTOR's performance is unsatisfactory as to the manner of performance or the product of said performance fails to meet the LVJUSD's requirements.
  - 3) LVJUSD may terminate if the ASES funds or other supporting State or Federal categorical funds are reduced, and LVJUSD determines it is no longer feasible to support the program.

In the event of early termination by LVJUSD, CONTRACTOR shall be paid for all work or services performed to the date of termination together with an amount of approved expenses due and owing. Either party may terminate this agreement at any time during the term of this agreement upon thirty (30) days written notice.

12. **PERMITS AND LICENSES** The Contractor and all of his employees, agents, and Sub-Contractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of services, materials, or supplies herein listed.
13. **CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF LVJUSD** While engaged in carrying out other terms and conditions of this agreement, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the LVJUSD.
14. **ANTI-DISCRIMINATION** It is the policy of the Livermore Valley Joint School District's Board of Education that in connection with all work performed under agreements, there be no discrimination against any employee engaged in the work because of race, religion, ethnic background, or national origin, language, gender, sexual orientation, economic status, physical or developmental disabilities, or other special needs, and therefore the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all Sub-Contractors employed on the work by him.
15. **INSURANCE** The Contractor shall not commence work under this Agreement until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted and approved by LVJUSD. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without LVJUSD prior written consent. LVJUSD shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation.
16. **WORKER'S COMPENSATION INSURANCE** The Contractor shall procure and shall maintain during the life of this agreement Worker's Compensation Insurance on all of their employees to be engaged in work on the project under this agreement.

- 17. **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE** Contractor shall procure and maintain during the life of this agreement, a policy of Public Liability Insurance in the amount of \$1,000,000 CSL for bodily injury and property damage, which policy shall name the LVJUSD an additional insured.
- 18. **GOVERNING LAW** This agreement shall be governed by and construed in accordance with the laws of the State of California.
- 19. **ATTORNEYS' FEES** If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.
- 20. **MODIFICATION** Any waiver, amendment, modification, consent, or acquiescence with respect to this agreement or any provision of this agreement or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

No changes or alterations to this agreement shall be made without specific prior written approval by the LVJUSD.

- 21. **LVJUSD's RIGHT OF RETENTION** LVJUSD shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the LVJUSD. Proprietary materials will be exempted from this clause.
- 22. **SEVERABILITY** If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be severed from the Agreement and the remaining provisions shall remain in effect.
- 23. **FORCE MAJEURE** Neither party shall be liable under the agreement as a result of any delay, failure or interruption resulting from acts of God, acts of civil or military authorities, acts or orders of governmental authorities, catastrophes or any other occurrences or circumstances beyond the parties' reasonable control.
- 24. **ENTIRE AGREEMENT** This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement. There are no agreements, understandings, representations or warranties, whether written or oral, between the parties other than those set forth in this agreement.

**NOTICES** All notices concerning this agreement must be in writing and mailed via United States mail to:

<p>LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT</p> <p>Contact Name: Melissa Theide          Contact Title: Assistant Superintendent          Address 685 E. Jack London Blvd.          City/State/Zip: Livermore, CA 94551</p>	<p>CONTRACTOR: Livermore Area Recreation and Park District</p> <p>Contact Name: Jill Kirk          Contact Title: Community Services Manager          Address: 4444 East Ave.          City/State/Zip: Livermore, CA 94551</p>
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- 25. **IN WITNESS WHEREOF**, the parties hereunto have subscribed to this agreement and agree to the General Terms and Conditions.
- 26. **Contract Contingent on Governing Board Approval**: District shall not be bound by the terms of this Agreement until it has been formally approved by District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

CONTRACTOR	LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
Contractor Signature:  Contractor's Name: <i>Mathew Fuzie</i> Title: General Manger Employer Identification Number:  Address: 4444 East Ave. City/State/Zip: Livermore, CA 94551  Date:  Phone:  Fax:	Superintendent Signature:  Name: Chris Van Schaack Title: Superintendent of Schools  Address: 685 E. Jack London Blvd. City/State/Zip: Livermore, CA. 94551  Date:  Phone:  Fax:

**TYPE OF BUSINESS ENTITY**

- Individual
- Sole Proprietorship
- Partnership
- Corporation
- Other – *Special District*
- Private Non-Profit (not for profit)
- City or County Agency

NOTE: Federal Regulations (Code Sections 6041 and 6209) require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the LVJUSD requires your federal tax identification number or Social Security Number, whichever is applicable.

**Exhibit: A**

**LIVERMORE VALLEY JOINT SCHOOL DISTRICT**

**CERTIFICATION OF FINGERPRINTING**

**TO THE GOVERNING BOARD AND THE DISTRICT ADMINISTRATOR IN CHARGE OF THE FOLLOWING SERVICES:**

**I. Identification of Parties**

I \_\_\_\_\_, am an individual contractor and/or vendor. I am an authorized representative of Livermore Area Parks and Recreation District

My entity seeks to contract with Livermore Valley Joint Unified School District (LVJUSD), which may cause my entity and its employees, agents or independent contractors to come in contact with pupils, and I am aware of the requirements of Education Code section 45125 et. seq.

**II. Certifications**

I make the following certifications, under penalty of perjury:

- a. I shall not begin to provides services to LVJUSD nor shall I permit any of my employees, agents or independent contractors to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code section 1192.7 (c) and 667.5 (c). (Education Code § 45125.1(e).)
- b. I certify that I have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and I certify that none of my employees, agents or independent contractors, including myself, who may come in contact with pupils have been convicted of a felony as noted in Paragraph A, above. (Education Code § 45125.1(f).)
- c. I have attached a list of the names of my employees or independent contractors who may come in contact with pupils to this certification form. (Education Code § 45125.1(f).)
- d. I certify that each employee has current proof of negative tuberculosis testing on file (or negative risk assessment) and tuberculosis results are monitored.

I declare under penalty of perjury under the laws of the State of California that the information provided above is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_ of 20\_\_\_\_\_.

Signature of Contractor/Vendor and/or  
Authorized Representative

Date