

AGREEMENT

THIS AGREEMENT, made and entered into with the City of La Habra to be performed in the City of La Habra, this 1st day of November, 2021, by and between the **CITY OF LA HABRA**, a municipal corporation, (hereinafter "**CITY**") and Vanessa Martinez, RN, BSN (hereinafter "**CONSULTANT**");

RECITALS. This Agreement is made and entered into with respect to the following facts:

(a) **CITY** is desirous of obtaining the services of a qualified person to provide educational consultation;

(b) **CONSULTANT** has agreed to perform such services in the manner herein set forth; and

(c) **CONSULTANT** represents that she is qualified and experienced to provide the services required by this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, **CITY** and **CONSULTANT** hereby agree as follows:

(1) **SERVICES.** **CONSULTANT** shall furnish all necessary labor to perform and complete, in a professional manner, health consultant services, as provided under the terms of the agreement in effect during the period from November 1, 2021, to June 30, 2022.

Consultant will assist in the compliance of the Early Head Start program requirements through on-site observations, mini workshops and individual consultation to staff and parents. These services will include; but are not limited to:

- a) Complete Vision and Hearing Screenings (for new children), as needed
- b) Review Children's files, Health and Medical Documents and complete follow-up within a timeframe agreed upon.
- c) Review Immunization Cards/TB test reviews
- d) Complete Health Care Plans and Medication review and conduct staff training, as appropriate
- e) Complete follow-up concerns/health information needed within the specified timeframes.
- f) Follow-up with monitoring concerns identified and provide proof of correction, when applicable.

- g) Any other Health related services as mandated by the Head Start Act and Head Start Performance Standards.

(2) **INDEMNITY.** **CONSULTANT** shall indemnify, defend, and hold harmless the Agency, and its officers, employees, and agents (“Agency indemnitees”), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels’ fees and costs of litigation (“claims”), arising out of the Consultant’s performance of its obligations under this agreement or out of the operations conducted by Consultant, including the Agency’s active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the Agency. In the event the Agency indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant’s performance of this agreement, the Consultant shall provide a defense to the Agency indemnitees or at the Agency’s option reimburse the Agency indemnitees their costs of defense, including reasonable legal counsels’ fees, incurred in defense of such claims.

(3) **IMMIGRATION REFORM AND CONTROL ACT COMPLIANCE** **CONSULTANT** does hereby agree to comply with all of the provisions of the Immigration Reform and Control Act of 1986.

(4) **TERM.** The term of this Agreement shall be for a period from November 1, 2021, to June 30, 2022. The original term of this agreement may be extended for an additional two-year term upon mutual written agreement of **CITY** and **CONSULTANT**. Either **CITY** or **CONSULTANT** shall have the right to terminate this Agreement with 30 days notice.

(5) **COMPENSATION.** For and in consideration of the services to be rendered by **CONSULTANT** pursuant hereto, **CITY** agrees to pay the hourly rate of \$75.00 (with 20% as in-kind donation to the agency, \$15.00 per hour) for a total hourly rate of \$60.00, for a maximum not to exceed 30 hours per month. All services are to be scheduled and pre-approved by the Child Development Division Manager one month in advance.

(6) **INSURANCE REQUIREMENTS.** The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

Without limiting the indemnity provisions of the Contract, the Consultant shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance.

- (a) **Professional Liability** with limit of not less than \$1,000,000 each claim and \$2,000,000 aggregate. Covered Professional Services shall specifically include all work to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.

(HIGHER LIMITS MAY BE REQUIRED BASED ON EXPOSURE TO LOSS. LOWER LIMITS MAY BE CONSIDERED FOR SMALL PROJECTS).

- (b) **Abuse and Sexual Molestation Endorsement for Minors:** If the services provided in relation to this Agreement relate in any way to minors, then this policy shall also include an endorsement for abuse and sexual molestation.
- (c) **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with limit no less than \$1,000,000 each accident for bodily injury and property damage.

Endorsements. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

(7) **EXTENT OF AGREEMENT.** This Agreement shall represent the entire agreement between **CITY** and **CONSULTANT** and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by a written instrument signed by both **CITY** and **CONSULTANT**.

(8) **NOTICES.** Notices pursuant to this Agreement shall be given by personal service or by deposit in the custody of the United States Postal Service, first class mail postage prepaid, addressed as follows:

- (a) CITY:
Child Development Division
City of La Habra
215 N. Euclid Street
La Habra, CA 90631
- (b) CONSULTANT:
Vanessa Martinez, RN, BSN
409 W. Mountain View Avenue, #9
La Habra, CA 90631

Notices given pursuant to this provision shall be deemed given on the day of personal service, or on the third day following the deposit of the same in the custody of the United States Postal Service in the course of transmission.

- (9) **EFFECTIVE DATE.** The effective date of this Agreement shall be November 1, 2021.
- (10) **GENERAL PROVISIONS.**

- (a) This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.
- (b) If **CONSULTANT** is a corporation, the person executing this Agreement on behalf of such corporation warrants that he or she is duly authorized to execute this Agreement on behalf of the corporation, and that by doing so, the corporation is formally bound to the provision of this Agreement. In such case, this Agreement is made on the express condition and understanding that Ms. Chen's personal services are a substantial inducement to **CITY** for entering into this Agreement. If for any reason Ms. Chen should no longer be substantially providing services pursuant to this Agreement herself, this Agreement shall be subject to immediate termination on written notice from **CITY**.
- (c) **CITY** retains **CONSULTANT** as an independent CONSULTANT and not an employee of **CITY**. All personnel to be utilized by **CONSULTANT** in the performance of this Agreement shall at all times be under **CONSULTANT'S** exclusive direction and control. **CONSULTANT** shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. **CONSULTANT** shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.
- (d) If **CITY** determines **CONSULTANT** comes within the definition of CONSULTANT in the Political Reform Act (Government Code § 87100 et. seq.), **CONSULTANT** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the City Clerk of the **CITY** disclosing **CONSULTANT** and/or such other person's financial interests.
- (e) This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.
- (f) If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.
- (g) This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or

business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without **CITY'S** written permission may be deemed a voluntary termination of this Agreement. **CONSULTANT** shall not subcontract any portion of the work required by this Agreement without prior written approval of **CITY**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF LA HABRA, a municipal corporation

By _____
Jim Sadro, City Manager

CONSULTANT:

By _____

Date: _____

Tax ID# _____

SS# _____