

Lowell Joint School District
SUMMER ENRICHMENT PROGRAM
with
Service Provided by the City of La Habra
CONTRACT FOR SERVICES

This contract for services is made and executed this _____ day of May, 2022, by and between the CITY OF LA HABRA, a municipal corporation, hereinafter referred to as "CITY" and THE LOWELL JOINT SCHOOL DISTRICT, a public school district, hereinafter referred to as "DISTRICT".

RECITALS

WHEREAS, DISTRICT is engaged in providing public education services, including general education programs and desires to offer a District-wide summer school program in 2022 and desires to incorporate a "Recreation and Enrichment" component to the curriculum; and

WHEREAS, DISTRICT desires to engage CITY to provide the "Recreation and Enrichment" component, hereinafter referred to as "SERVICES" for the summer school program; and

WHEREAS, CITY warrants that it has the expertise, training, capacity and qualifications to perform said SERVICES.

NOW THEREFORE, for and in consideration of the mutual promises and benefits contained herein, CITY and DISTRICT mutually agree as follows:

SECTION 1. TERM

1.1 **Term.** The term of this Contract shall commence on June 1, 2022 and remain in full force and effect until August 12, 2022.

1.2 **Early termination.** This Contract may be terminated for any reason during its term by either Party upon (7) days written notice to the other Party. In the event that this Contract is terminated during its term pursuant to this provision, DISTRICT will pay CITY for SERVICES provided up to and including the date set for early termination. Any funds remitted by DISTRICT to CITY in excess of the pro-rata charges for SERVICES provided by CITY up to and including the date set for early termination will be returned to DISTRICT by CITY. Any such amounts owed by either Party to the other shall be paid within thirty (30) days of the date set for early termination of this Contract.

SECTION 2. CITY OBLIGATIONS

2.1 **SERVICES TO BE PROVIDED.** CITY shall provide to DISTRICT the SERVICES set forth in **Attachment A**, including but not limited to the provision and supervision of all educational, administrative, supervisory, and support staff and all personnel, equipment, supplies, and other items, necessary to render such services.

2.2 **Personnel.** CITY shall furnish to DISTRICT the names of all primary personnel to be utilized by CITY in connection with the performance of SERVICES. Personnel assigned by CITY to perform SERVICES for DISTRICT shall be experienced, fully qualified, and certified or licensed as or when legally necessary to perform the SERVICES pursuant to and in conformance with the provision of this Contract.

2.3 **Standard of Services.** CITY shall be responsible to see that the individuals which CITY assigns to perform SERVICES for DISTRICT adhere to professional standards and perform all SERVICES in a manner consistent with generally accepted proficiency and competency for the type and nature of SERVICES rendered.

2.4 **Background Checks.** Each employee, agent, and independent contractor must submit or have their fingerprints submitted to the California Department of Justice (DOJ) for a criminal background check prior to providing any SERVICES under this Contract. CITY shall not assign any employee, agent, or independent contractor to perform SERVICES without first receiving a clearance for said employee, agent, or independent contractor, as required under Education Code Section §45125.1.

CITY must confirm and submit attestation to DISTRICT that all employees, agents, and independent contractors providing SERVICES under the provision of this Contract have received cleared Live Scan results from the Department of Justice prior to working with children. All CITY agents, employees, independent contractors, and volunteers must also complete and submit supplemental questionnaire in **Attachment B**.

2.5 **Mandatory Reporting.** CITY acknowledges that California Penal Code (CPC) Section §11165.7 identifies contract employees working with children as Mandated Reporters. CITY also acknowledges that CPC section §11166.5 requires that all employees, agents, and contract instructors sign a statement (**Attachment C**) acknowledging and agreeing that each instructor is designated as a mandated reporter and has been informed of his or her reporting obligations under CPC Section §11166 and of his or her confidentiality rights under subdivision (d) of CPC Section §11167.

CITY shall not assign any employee, agent, or contract instructor to perform SERVICES without having first required the employee, agent, or contract instructor to sign and return **Attachment C**.

2.6 **Compliance with Policies.** CITY assigned employees, agents, and contract instructors under this Contract shall abide by those policies of DISTRICT which are applicable to performance of SERVICES under this Contract including, but not limited to, policies pertinent to:

- A. Child abuse and neglect reporting;
- B. Sexual harassment;
- C. Confidentiality of student records;
- D. Communicable diseases;
- E. Alcohol/controlled substance possession and use; and
- F. Non-discrimination

At the commencement of this Contract, a copy of the above policies will be provided to CITY by DISTRICT.

SECTION 3. DISTRICT OBLIGATIONS

3.1 **Use of DISTRICT Facilities.** CITY shall provide all SERVICES on DISTRICT premises exclusively. Service areas may include, but are not limited to, classrooms, outdoor arenas, multi-purpose rooms, and sports facilities. DISTRICT is responsible for providing clean and safe areas for SERVICES to be provided as well as adequate lighting, heating, and air-conditioning conducive to a healthy learning environment. If employee, agent, or contract instructor from CITY should believe that a facility is received in an inadequate or unsafe condition, said employee, agent, or contract instructor shall immediately notify CITY representative on-site and must not begin SERVICE until corrections are made by DISTRICT.

3.2 **Trash and Restoration of Premises.** DISTRICT shall provide adequate trash receptacles and liners; water; cleaning equipment and supplies. CITY shall be responsible for restoring facilities to the condition received prior to each class session.

3.3 **Storage of Supplies.** DISTRICT shall provide reasonable storage of supplies for the duration of this Contract if requested by CITY in writing prior to commencement of this Contract. DISTRICT is not responsible for any loss, theft, or damage to CITY supplies unless the loss, theft, or damage is a direct result of negligence by DISTRICT.

3.4 **District Employees Receive First Right of Performance.** The District reserves the right to assign District staff to teach any portion of the Summer Enrichment Program if assigned prior to May 31st. On June 1st, City will assign staff to all available positions, but will work with District, if District staff become available following the start of the Program.

SECTION 4. RELATIONSHIP OF PARTIES

4.1 **Independent Contractor.** The CITY, shall be regarded at all times as an independent contractor of DISTRICT. Consistent with that status, CITY reserves the right to designate the means and methods of accomplishing the objectives and purposes of this Contract and DISTRICT shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by CITY in providing the services unless DISTRICT finds a health and safety concern that CITY does not address in a timely manner.

4.2 **Not DISTRICT Employees.** The Parties intend that an independent contractor relationship exists between CITY and DISTRICT, and nothing in this Contract shall be construed as being inconsistent with that status and relationship. All employees, agents, or contract instructors which CITY assigns to perform SERVICES shall be employees, agents, or independent contractors of CITY, and shall never be considered as employees, agents or contractors of DISTRICT for any purpose. No CITY employees, agents, or contract instructors assigned by CITY are entitled to any rights, compensation, or other benefits which DISTRICT may provide to its own employees.

4.3 **CITY Authority over Instructors.** CITY shall be exclusively and solely responsible for compensating, hiring, evaluating, disciplining, dismissing, and otherwise regulating the employment or contract conditions, rights, compensation, and other matters relative to all individuals CITY utilizes in connection with providing SERVICES.

SECTION 5. COMPENSATION

5.1 **Compensation.** In consideration of SERVICES provided to DISTRICT by CITY under this agreement, DISTRICT will pay CITY a lump sum of \$ 56,700 for 300 participants (10 total classes each school day). If the number of classes should increase or decrease prior to the start

of each session, the final contract price will increase or decrease accordingly.

5.2 **Invoicing.** CITY shall provide DISTRICT an invoice for SERVICES at the completion of this agreement to be payable within thirty (30) days of receipt.

SECTION 6. INDEMNIFICATION AND INSURANCE

6.1 **Indemnification.** CITY shall be solely and entirely responsible for its acts and omissions and for the acts and omission of its employees, contract instructors, volunteers, and agents in connection with the performance of SERVICES. CITY shall defend and indemnify DISTRICT from any and all such claims and/or judgments resulting from such acts or omissions, except for liability for damages which result from the sole negligence or willful misconduct of DISTRICT or its employees or agents. DISTRICT shall be solely and entirely responsible for its acts and omissions and for the acts and omission of its employees, volunteers, and agents in connection with its performance of this agreement. DISTRICT shall defend and indemnify CITY from any and all such claims and/or judgments resulting from such acts or omissions, except for liability for damages which result from the sole negligence or willful misconduct of CITY or its employees or agents

6.2 **Worker's Compensation.** CITY shall maintain in full force and effect workers' compensation insurance covering its employees while those persons are engaged in performing SERVICES. DISTRICT acknowledges that some SERVICES will be provided by independent contractors that will be required to comply with all laws pertaining to workers' compensation laws enacted by the State of California. In the event that a claim is filed under the provision of the California Workers' Compensation and Disability Act against DISTRICT by an employee, agent, or independent contractor performing SERVICES, CITY shall defend and hold harmless DISTRICT from such claim(s).

6.3 **Minimum Insurance.** CITY shall carry comprehensive general liability insurance with limits of not less than One Million dollars (\$1,000,000) per occurrence, combined single limit for bodily injury and property damage in a form mutually acceptable by both Parties to protect CITY and DISTRICT against liability or claims of liability which may arise out of CITY provision of SERVICES under this Contract. In addition, CITY agrees that such policy shall provide an endorsement stating that such insurance shall be primary and that insurance carried by DISTRICT shall be excess and non-contributory. DISTRICT, its officers, agents, and employees shall be named as additionally insured under said policy.

SECTION 7. NON-DISCRIMINATION

7.1 **No Employment Discrimination.** The Parties shall not discriminate against any employee, applicant for employment, or independent contractor with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, due to race, color, religion, sex, national origin, age, height, weight, disability, marital status, or veteran status.

7.2 **No SERVICE Discrimination.** The Parties shall not discriminate against any student or other recipient of SERVICE under this agreement due to race, color, religion, sex, national origin, or disability in the delivery of SERVICES.

7.3 **Discrimination as Material Breach.** Breach of obligations recited in this Section shall be

regarded as a material breach of this Contract.

SECTION 8. MISCELLANEOUS

8.1 **Non-Assignment.** CITY may not assign this Contract, nor its rights and duties hereunder, nor any interest herein.

8.2 **Entire Contract.** This agreement and any Attachments hereto or incorporated by reference, constitute the entire agreement between the Parties regarding its subject matter and supersedes any prior or contemporaneous understandings or contracts with respect to the SERVICES.

8.3 **Amendments.** None of the terms and provisions of this agreement or its Attachments, may be modified or amended in any way except by an instrument in writing executed by authorized representatives of CITY and DISTRICT.

8.4 **Non-Waiver.** Failure by either Party at any time to require performance by the other Party or to claim breach of any provision of this agreement shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this agreement, nor prejudice either Party with regard to any subsequent action to enforce the terms of this agreement.

8.5 **Notices.** Wherever in this agreement it shall be required or permitted that notice be given by either party, such notice shall be in writing, and must be given personally or forwarded by certified mail addressed as follows:

IF TO DISTRICT:

Jim Coombs
Lowell Joint School District
11019 Valley Home Avenue
Whittier, CA 90603

IF TO CITY:

Jim Sadro, City Manager
City of La Habra
110 East La Habra Boulevard
La Habra, CA 90631

9.6 **Severability.** If any provision of this agreement should be declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this agreement shall not in any way be affected, impaired, or prejudiced thereby.

9.7 **Force Majeuer.** Neither Party hereto shall be liable to the other for any loss of business or any other damages caused by an interruption of this agreement where such interruption is due to war, rebellion or insurrection, an act of God; pandemic; fire; government statute, order or regulation prohibiting the performance of this agreement; riots; strikes; labor stoppages, lockouts or labor disputes to the extent such occurrences are not caused by the actions of the Party seeking relief under this Section; or other causes beyond the reasonable and respective control of the CITY or DISTRICT.

9.8 **Headings and Titles.** Any Section heading in this agreement is for convenience of the Parties only and in no way alter, modify, amend, limit, or restrict contractual obligations of the Parties.

9.9 **No Third Party Beneficiary.** Nothing in this agreement shall be intended to confer third party beneficiary status or rights, pursuant to common law, to any person or entity that is not a party to this agreement.

SECTION 10. REPRESENTATIVES

10.1 **CITY Representatives.** The City Manager can designate the Director of Community Services as his designee for purposes of this agreement and may issue all consents, approvals, directives and contracts on behalf of CITY, called for by this agreement, except as otherwise expressly provided in this agreement.

10.2 **DISTRICT Representatives.** The Superintendent of DISTRICT can designate a designee for purposes of this agreement and may issue all consents, approvals, directives and contracts on behalf of CITY, called for by this agreement, except as otherwise expressly provided in this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF LA HABRA, a municipal corporation

_____ Date: _____
Jim Sadro, City Manager

LOWELL JOINT SCHOOL DISTRICT

 _____ Date: 5/17/22
Jim Coombs

ATTEST:

Rhonda Barone, CMC, Assistant City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Richard D. Jones, City Attorney