

OXNARD UNION HIGH SCHOOL DISTRICT SHORT FORM SERVICES AGREEMENT

| Thi | s Serv | ices Agree | ment (the | "Agreem | ent") is | made and | entered i | nto this | S | day of | | , 20 |
|---------------------------------|--|---|--|---|---|---|---|--|--|---|---|---|
| by | and | | | | - | | | • | | | | "District") and ovider and District |
| may | y be re | ferred to c | ollectively | herein as | s "Party | " or "Part | ies." | | | | | |
| | Provi | der | | | | | | T | elephon | ie Number | | |
| | Stree | t Address | | | | | | E- | -mail A | ddress | | |
| | City, | State, Zip | code | | | | | Tax Identification or Social Security Number | | | | |
| SE | RVIC | ES ("Serv | ices") | | | | | | | | | |
| Des | scriptio | on of Servi | ces | | | | | | | | | |
| Date(s) of Service | | | | Ho | Hour(s) of Service | | | | Lo | ocation | | |
| FE | ES ("I | Fees") | | | | | | | | | | |
| | Comp | pensation f | or Service | S | | | | | \$_ | | | <u></u> |
| | Other | r Ancillary | Cost, as a | pplicable | | | \$ | | | | | |
| | Total | not to Exc | eed | | | | \$ | | | | | |
| | □ √ | W-9 receiv | ed | | | | | | | | | |
| | | NT. Distri s performa | | | | | n invoice, | , net 30 | days, f | or the afor | emention | ed Fees, following |
| | | T ONS . Pr until Distri | | | | | | ices, no | or shall | the Distric | t have any | obligation to pay |
| Pro of a or a und nor | vider and indeany of lerstan | are comperependent control its agents ds and agree offered or | nsation solo ontractor w or employ ees that the | ely for su vith the D yees, the Provider | ich serv vistrict. employ , agents | ices as Pro Nothing vee(s), par , employe | ovider may within this tner(s), or sub- | y rende s Contra r joint contrac | er. Prover act shall venture tors of I | vider shall l be constr r(s) of or Provider ar | at all time rued so as with the re not entit | payments made to es retain the status to make Provider, District. Provider led to any benefits ers' Compensation |
| | | o confirm s follows: [| | | | nt contrac | tor to Pro | ovider ı | under c | urrent law | , Provide | represents to the |
| | Provider will be providing professional services as set forth above as Services, and (i) main separate business location, (ii) maintains a business license/professional service licent certification, (iii) establishes its own hours for work, and (iv) is regularly engaged in professional services. | | | | | | | ervice licenses or | | | | |
| entity (ii) holds and maintains | | | | ains all re | ness to business" services where Provider is (i) a separate business in all required business licenses, certificates and similar, and (iii) does ontractor's license in order to provide the Services set out in this | | | | | | | |

TERM. This Agreement shall be for the provision of Services by Provider to District only for the Date(s) of Service identified above.

AUTHORITY. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

BINDING EFFECT. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

TERMINATION OR AMENDMENT. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement and may be terminated by either party for any reason by giving the other party 10 days advance written notice.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

GOVERNING LAW AND VENUES. This Agreement shall be interpreted in accordance with the laws of the United States of America and the State of California, including, but not limited to, the applicable provisions of the California Government, Education, and Labor Codes, as well as the Americans' with Disabilities Act ("ADA"), all of which are incorporated herein by this reference. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in, or nearest, the County of Ventura, State of California, unless otherwise required by law.

DISPUTE RESOLUTION. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association.

ATTORNEYS FEES. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with such actions or proceeding.

SAFETY AND SECURITY. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the Provider will have limited contact with students.

| Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement. |
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| Provider and its subcontractors are not required to comply with Education Code section 45125.1, Fingerprint certification requirements. |
| Transportation Providers are required to comply with Education Code section 49406, Examination for Tuberculosis requirements. Provider must cause to be on file with the District a certificate from the examining physician showing the Provider, employees and/or subproviders of Provider have been examined and found free from active tuberculosis. |

INDEMNIFICATION. Provider agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or its provision of Services hereunder, or those activities or actions of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal Property of the District, or loss or theft of such Property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the

District or any of its officers, agents, employees, and/or volunteers. The requirements of this provision shall survive the expiration and/or termination of this Agreement.

INSURANCE. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

| Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this |
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| Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in |
| work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability |
| insurance coverage of \$1,000,000. In the case of any activities which are hired or subcontracted, Provider shall |
| require all vendors and subcontractors to provide Workers' Compensation Insurance and maintain Employers' |
| Liability insurance coverage for all of the vendor's and/or subcontractor's employees to be engaged in such |
| activities unless such employees are covered by the protection afforded by the Provider's Workers' |
| Compensation Insurance. Absent proof of Workers' Compensation Insurance, Provider will submit a statement |
| indicating the reason Workers' Compensation Insurance is not required and proof of Health/Medical Insurance |
| ☐ Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this |
| |
| Agreement, not less than the following General Liability Insurance coverage in the amounts of \$2,000,000 per |

Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage.

Any and all vendors and subcontractors hired by Provider in connection with the activities described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

| u | Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement followin Automobile Liability Insurance with the following coverage limits: | | | | | | | | | | |
|---|---|---------------------------------------|--|--|--|--|--|--|--|--|--|
| | Personal vehicles: | \$500,000.00 combined single limit or | | | | | | | | | |

\$100,000.00 per person / \$300,000.00 per accident

Commercial vehicles: \$1,000,000.00 combined single limit

occurrence and \$4,000,000 aggregate.

Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

<u>Certificates of Insurance.</u> Provider and any and all vendors and subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.

Provider's and any and all Provider subcontractor's Commercial General Liability insurance and Abuse and Molestation coverage shall name the District, its employees, and school board members as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be ISO Form CG 20 26 04 13 or an equivalent endorsement reasonably acceptable to the District.

Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made.

If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

<u>Failure to Procure Insurance</u>. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

AUTHORITY TO EXECUTE AGREEMENT. Each of the Parties warrants and represents that they have fulfilled all formalities necessary to enter into this Agreement, and shall be bound by the terms of this Agreement. Each of the signatories warrants and represents that each of them has binding authority of the entity on whose behalf he/she is signing this Agreement. Further, the Parties agree to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper, or advisable under applicable laws and regulations to consummate and make effective the terms and conditions of this Agreement.

SEVERABILITY. If by operation of law, order of a court of competent jurisdiction, or other reason, it is determined that any Section, Subsection, clause or other provision of this Agreement is illegal, null, void, invalid, unenforceable or in violation of public policy, the remaining Sections, Subsections, clauses and other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect, to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the Parties.

ENTIRE AGREEMENT. This Agreement contains the entire understanding and agreement between the Parties with respect to the compromise set forth herein. No other representations, covenants, undertakings or other prior or contemporaneous oral agreements respecting such matters which are not specifically incorporated herein shall be deemed in any way to exist or bind any of the Parties. The Parties, and each of them, acknowledge that they have not executed this Agreement in reliance on any such promises, representations, or warranties.

MODIFICATION OF AGREEMENT. This Agreement shall not be modified by any Party by oral representation made before or after the execution of this Agreement. All modifications must be in writing and signed by the Parties.

ACKNOWLEDGEMENT AND AGREEMENT

I have read this agreement and agree to its terms Provider signature Date SITE AGREEMENT Site Administrator District Administrator District Administrator Signature Date