

**Pleasant Valley School District**  
**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is intended to be used for low cost, low risk, short-term services – Food Vendors

This Services Agreement (the “Agreement”) is made and entered into \_\_\_\_\_ by and between **Pleasant Valley School District** (hereinafter referred to as “Local Educational Agency” or “LEA”) and \_\_\_\_\_ (hereinafter referred to as “Provider.”)

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
Tax Identification or Social Security Number

**Services:** \_\_\_\_\_  
Detailed Description of Services (including dates/times/site of service) and attach quote, proposal, etc. as Exhibit A

**Fees**

Compensation for Services \$ \_\_\_\_\_

Other Ancillary Cost, as applicable \$ \_\_\_\_\_

Total not to Exceed \$ \_\_\_\_\_

W-9 received

**Payment.** LEA will pay Provider after receipt of an invoice, **and service is provided**, net 30 days.

**Conditions.** Provider will have no obligation, **nor is allowed** to provide services until LEA returns a signed copy of this Agreement.

**Nature of Relationship.** The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, agents, employees, or subcontractors of Provider are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers’ Compensation Insurance laws.

**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 30 days advance written notice.

**Compliance with Laws.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Provider shall ensure that workers in school settings who are on-site supporting school functions are compliant with applicable Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance remain in effect.

**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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

**Food Vendors.** Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit  Temporary Food Facility permit  Exempt – must show documentation

Date checked by school official: \_\_\_\_\_ initials: \_\_\_\_\_

**Governing Law and Venues.** This Agreement shall be interpreted in accordance with the laws of the State of California. 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 the County of Ventura, State of California.

**Dispute Resolution.** If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved 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 unresolved 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.

**Attorney 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 mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

**Indemnification.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless LEA, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the LEA, or loss or theft of such property, or damage to the Property done or caused by such persons. LEA assumes no responsibility whatsoever for any property placed on LEA premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the LEA. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the LEA or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

**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:

a. 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 \$1,000,000 per occurrence and \$2,000,000 aggregate.

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

b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
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Commercial vehicles:	\$1,000,000.00 combined single limit
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c. Workers’ Compensation Insurance. Provider shall procure and maintain, during the term of this 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. Absent proof of Workers’ Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers’ Compensation Insurance, which LEA in its sole discretion may accept or reject.

d. Other Coverage as Dictated by the LEA. If any employee interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

e. Certificates of Insurance. Provider shall provide certificates of insurance to the LEA 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 LEA. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the LEA on or before commencement of the services under this Agreement.

f. Provider’s Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the LEA, **Pleasant Valley School District, 600 Temple Ave., Camarillo, CA, 93010**, its governing board,

officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the LEA.

- 1) General Liability
  - a. CG 20 26 10 01    b. Waiver of Subrogation – CG 24 04 05 09    c. Primary, Non-Contributory – CG 20 01 01 13
- 2) Commercial Automobile Liability
  - a. CA 20 48 10 13

- g. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the LEA.
- h. 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 coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of three (3) years after completion of the Services.
- i. **Failure to Procure Insurance.** 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 LEA may immediately terminate this Agreement

**Nature of Agreement.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

**Counterpart Execution: Electronic Delivery.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

**Signature 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.

**ACKNOWLEDGMENT AND AGREEMENT:** I have read this Agreement and agree to its terms

PROVIDER signature	Clearly Print Name	Date

**Site/Dept. Administrator please check one below:**

- Provider will have **NO** contact with or access to students. Fingerprinting not required.
- Provider will have contact with / access to students with constant supervision by PVSD employee. Fingerprinting **NOT** req’d.
- Provider will have unsupervised contact with and access to students **MUST** have clear fingerprints on file with the PVSD HR Department prior to event.

			<b>Requisition #:</b> _____
Site/Dept. Administrator Printed Name/Title	Initials	Date	



**LOCAL EDUCATIONAL AGENCY APPROVAL AND USE ONLY** Insurance waived by LEA: \_\_\_\_\_

LEA Administrator Name/Title	Signature	Date