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SERVICE AGREEMENT

THIS AGREEMENT, made as of December 14, 2022, by and between, Utica Park Demo and Renovation Project with its principal offices at 1075 Utica Park, Angels Camp Ca (hereinafter referred to as "Sponsor"), and San Joaquin County Office of Education (DBA- Greater Valley Conservation Corps) (hereinafter referred to as "Contractor"). Sponsor and Contractor, individually, are sometimes referred to as "Party" and collectively referred to as "Parties" in this Agreement.

1. Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree? Yes No N/A
2. If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? Yes No N/A

WHEREAS, the Greater Valley Conservation Corps is under the authority of, and operates as a program of, the San Joaquin County Office of Education, referenced pursuant to this Agreement as "Contractor"; and

WHEREAS, Contractor desires to provide the Services for Sponsor.

NOW, THEREFORE, Contractor and Sponsor, each in consideration of the covenants of the other hereinafter set forth, agree as follows:

1. **TERM.** The term of this Agreement shall commence as of the date set forth at its beginning and shall terminate on June 30, 2023, unless cancelled by either Party with a 30-day written notice to the other Party, as described herein, or unless provided by a newly executed Extension of Agreement agreed to by both Parties.
2. **SCOPE OF SERVICE.** During the term of this Agreement, the Contractor shall provide Services as delineated in Exhibit A attached to and incorporated herein by reference (hereinafter "Services").
3. **COMPENSATION.** For the proper performance of the Services, Sponsor shall compensate Contractor in accordance with the schedule delineated in Exhibit B, attached to and incorporated herein by reference (hereinafter "Compensation.")

Contractor will invoice Sponsor monthly or upon completion of the project for the services described in Exhibit A. Payment is due upon receipt of invoice.

4. **PERFORMANCE.** The Contractor shall only be responsible for performing those Services expressly set forth in the Scope of Services. The Contractor will perform the Services in accordance with the terms set forth in the applicable Scope of Services, this Agreement and any applicable laws, regulations and ordinances.
5. **NON-DISCRIMINATION COMPLIANCE.** The Parties agree not to discriminate on the basis of race, gender, religion, marital status, age, national origin or ethnicity, physical or mental disability, medical condition, sexual orientation or any other consideration regulated by federal, state or local laws in the solicitation, selection, hiring or treatment of employees, subcontractors, vendors or suppliers.
6. **ACCEPTANCE.** Upon completion of the Services under the applicable Scope of Services, the Services, shall be deemed complete, final and accepted by Sponsor unless Sponsor reasonably believes that the Services did not conform to the specifications set forth in the applicable Scope of Services and notifies the Contractor, within a reasonable period of time acceptable to the Contractor, of such non conformance. The Parties shall discuss any alleged non-conforming Services in good faith. If the Parties agree that such Services did not conform to the specifications set forth in the applicable Scope of Services, the Parties shall extend the delivery date for such Services and Sponsor shall not be charged for any subsequent Services performed by the Contractor required to complete such Services.
7. **CONFIDENTIALITY.** Contractor, its employees and agents, shall treat and maintain as confidential property any information regarding Sponsor's plans, programs, costs, or clients which may be disclosed to or come within the knowledge of, Contractor, its employees and agents, and not use or disclose to others, except as is necessary to perform said Services hereunder, and then only on a confidential basis that is satisfactory to Sponsor. Further, the Parties shall comply with all State and Federal policies, regulations, and statutes related to the privacy and confidentiality of pupil records.
8. **CONDUCT OF PERSONNEL.** While at Sponsor's premises, each of the Parties agree that it, and its personnel and Subcontractors, shall (i) comply with all reasonable requests, rules, or regulations of the other Party regarding safety and health and personal and professional conduct applicable to such premises; and (ii) otherwise conduct themselves in a professional manner. Contractor shall not be responsible or liable to Sponsor for any damage to or destruction of Sponsor property, or personal property of Sponsor's employees, invitees, or other parties on the premises.
9. **INDEMNIFICATION.** Contractor shall defend, indemnify and hold harmless the other Party and their respective officers, directors, members, employees, and assigns from and against all claims, actions, damages, losses and expenses, including court costs and reasonable fees and expenses of attorneys, arising out of or resulting from the performance of this Agreement, except liabilities or claims arising from the gross negligence or willful misconduct of the Party, or any of the Party's individuals described herein. Likewise, the Party shall defend, indemnify and hold harmless Contractor and its

respective officers, directors, members (including students), employees, and assigns from and against all claims, actions, damages, losses and expenses, including court costs and reasonable fees and expenses of attorneys, arising out of or resulting from the performance of this Agreement, except liabilities or claims arising from the gross negligence or willful misconduct of the Contractor, or any of the Contractor's individuals described herein.

10. **FINGERPRINTING.** For any individual who supervises, or has substantial contact with, pupils under the age of 18, providing services pursuant to this Agreement, the Parties shall comply with all State and County Office requirements for fingerprinting. Individuals who have limited contact with pupils and are not fingerprinted shall only work with pupils providing services pursuant to this Agreement under the direct supervision of a Contractor-assigned supervisor or other employee of the San Joaquin County Office of Education.

11. **INSURANCE:** Contractor shall not begin the Services under this Agreement until:

- (a) it has furnished certificates of insurance in the amount provided below, and
- (b) such insurances and the certificates have been approved by Sponsor, consistent with the minimum requirements set forth herein.

The certificates of insurance cannot be canceled, non renewed or materially changed except after thirty (30) calendar days' prior written notice by the Contractor to the Sponsor named in Section 12. NOTICE, herein. Additionally, during the term of this Contract, Contractor shall provide further certificates to Sponsor at least seven (7) days prior to expiration dates shown on certificates evidencing that the insurance required herein is in effect after said dates.

Contractor shall hold and maintain for the life of this Agreement (at its own expense unless otherwise specifically set forth) at least the following insurance:

| <u>COVERAGE</u> | <u>LIMITS</u> |
|--|---|
| (a) Worker's Compensation | Statutory |
| (b) Employer's Liability | \$250,000 each accident |
| (c) Comprehensive or Commercial General Liability (Bodily Injury and Property Damage) | \$2,000,000 each occurrence combined single limit |
| (d) Comprehensive or Commercial Automobile Liability (Bodily Injury and Property Damage) | \$1,000,000 each occurrence combined single limit |

Workers' compensation Coverage: By their signature hereunder, Contractor certifies that they are aware of the provisions of Section 3700 of the California Labor Code which

requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and they will comply with such provisions before commencing the performance of the work of this agreement. Contractor and sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limits - The Contractor shall maintain limits no less than the following:

1. General Liability – Two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage and products & completed operations liability. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (via ISO endorsement at least as broad as the ISO CG 2503, or ISO CG 2504, provided to the Reclamation District 2095) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
3. Excess Liability - The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own primary or self-insurance shall be called upon to protect it as a named insured.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Reclamation District No. 2095, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 2010 11 85; or both CG 20 37 and CG 20 38 04 13 (or the 20 10 04 13 (or earlier edition date) specifically naming all of the District parties required in this agreement, or using language that states "as required by contract"). All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects liability arising

out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Reclamation District No. 2095, its directors, officers, employees, or authorized volunteers.

2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects Reclamation District No. 2095, its directors, officers, employees, or authorized volunteers using the ISO CG 20 01 04 13 or coverage at least as broad. Any insurance, self-insurance, or other coverage maintained by Reclamation District 2095 its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Reclamation District No. 2095, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Reclamation District No. 2095.

Such liability insurance shall indemnify the Contractor and their sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor their sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to Reclamation District No. 2095.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by Reclamation District No. 2095. At the option of Reclamation District No. 2095, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by Reclamation District No. 2095.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with Reclamation District No. 2095 a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the CGL declarations or endorsement page listing all policy endorsements, and confirmation

that coverage includes or has been modified to include Required Provisions 1-5 above. The District reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Contractor shall maintain the Insurance required by this agreement for a period of not less than 5 years following the termination or completion of this agreement. Contractor further waives all rights of subrogation under this agreement. Failure to continually satisfy the Insurance requirements is a material breach of contract.

If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to sponsor at least ten (10) days prior to the expiration date. Failure to comply with any of the Insurance requirements shall constitute a material breach of contract. The Insurance requirements in this agreement do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's obligations under this agreement. All insurance or self-insurance coverage and limits applicable to a given loss or available to the named insured shall be available and applicable to the additional insured. The insurance obligations under this agreement are independent of and in addition to the defense and indemnity obligations contained elsewhere in this agreement and shall not in any way act to limit or restrict the defense or Indemnity or additional insured obligations of the Contractor or the Contractor's insurance carrier, and shall be for (1) the full extent of the insurance or self-insurance coverages and limits carried by or available to the Contractor, or (2) the minimum insurance coverage and amounts shown in this agreement; whichever is greater. District reserves the right to add such other parties as may be required in the future to the indemnity and additional insured requirements of this agreement.

12. **NOTICE:** Except as otherwise specifically provided, any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered in person, transmitted by facsimile, email, or if deposited in the United States mails, postage prepaid, for mailing by first-class registered or certified mail, addressed as follows:

If to Sponsor, it shall be addressed to:

Attention: Rebecca Callen (City Administrator)
City of Angels, Angels Camp Ca
P.O. BOX 667 Angels Camp Ca 95222

If to Contractor, it shall be addressed to:

Nicholas Mueller/ Mike Totten
San Joaquin County Office of Education (dba Greater Valley Conservation Corps)
PO Box 213030
Stockton, CA 95213-9030

or to such other address or individual as either Party may specify from time to time by written notice given by such Party.

- 13. TERMINATION/SUSPENSION.** Either Party may, at any time, terminate this Agreement in whole or in part, by providing the other Party with a 30-day written notice, sent by Certified Mail. If Sponsor terminates for any reason other than an alleged breach of contract, Sponsor will reimburse Contractor those costs not in excess of the amount specified in Exhibit A which were previously incurred by Contractor in good faith in connection with the Services. Except for circumstances beyond the reasonable control of Sponsor, if the Services are suspended, delayed or interrupted by Sponsor and if Contractor is authorized by Sponsor to resume the Services, an equitable adjustment will be made to the amount specified in Exhibit A.

If either Party alleges a breach of contract, the Party alleging the breach shall give written notice thereof to the other Party and the Agreement shall terminate thirty (30) days after issuance of the notice, unless the breach is cured within seven (7) days.

- 14. STANDARD OF CARE.** Contractor agrees that it will perform the Services in a good and workmanlike manner, use sound principles and practices in the performances of the Services to be provided hereunder, and will exercise high standards of skill, care and diligence in the performance of the Services. Contractor shall be responsible for responding to and attempting to resolve any complaints arising from Contractor's performance hereunder. Where Sponsor determines that any complaint should be handled by Sponsor rather than by Contractor, Contractor shall immediately cease in its handling of the complaint and shall cooperate in good faith, and to the extent practical, with Sponsor's handling of the complaint.

- 15. INDEPENDENT CONTRACTOR.** Contractor shall not be deemed to be an agent, employee, partner, or joint venture of Sponsor by virtue of the relationship established hereunder, and Contractor shall have no authority to enter into any agreements or understandings on behalf of Sponsor or to otherwise obligate or bind Sponsor to any contract, obligation, or undertaking whatsoever, except as may be otherwise set forth herein.

Contractor shall at all times be acting and performing as an independent contractor with respect to Sponsor, performing services in accordance with its own judgment as to the method of rendering such service. Contractor shall not be entitled to participate in any benefit plans maintained by Sponsor for its employees, nor shall Sponsor make any deduction for payroll taxes, unemployment or workers compensation insurance, pensions, annuities, or benefits measured by wages, salary or other compensation paid to Contractor. Contractor shall not have any claim against Sponsor for vacation pay, sick leave, retirement benefits, social security, workers compensation, disability or employee insurance benefits or any other employee benefits of any kind or nature. Contractor shall not have the right to assign this Agreement nor appoint any sub-Contractors, unless mutually agreed upon, with terms set forth in writing.

- 16. RELATIONSHIP OF PARTIES:** The sole relationship between the Parties is that of independent contractor, as set forth in this Agreement, and no partnership, joint venture, fiduciary or other relationship is intended or created between the Parties. Contractor

understands and agrees that the Parties are sophisticated business persons or entities negotiating and agreeing at arms-length. Contractor represents that Contractor has read and understood each and every term and condition of this Agreement, including any exhibits, and has consulted with, or has had adequate opportunity to consult legal counsel prior to and regarding the terms and conditions of this Agreement, including any exhibits, shall not be subsequently construed against either Party and that this Agreement shall be treated as if mutually drafted by the Parties.

17. COMPLIANCE WITH LAWS: Contractor shall comply with all Federal, State, and local statutes, laws, ordinances, regulations, rules and codes applicable to the Services.

18. CONSTRUCTION; SEVERABILITY. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the Parties to this Agreement, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

19. REMEDIES. Except where otherwise specified, the rights and remedies granted to a Party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the Party may possess at law or in equity.

20. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of California, United States.

21. MEDIATION/ARBITRATION. If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in Stockton, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by both Parties. Any controversy or claim arising out of or relating to, this Agreement, or breach thereof, which is not resolved by mediation, shall be settled by Arbitration in Stockton, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the Parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter in controversy. The expenses of the Arbitration shall be borne equally by the Parties to the Arbitration, provided that each Party shall pay for and bear the costs of its own experts, evidence and attorney's fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within thirty (30) days of the initial request for mediation.

22. FORCE MAJEURE. Neither Party shall be responsible for failure to fulfill its obligations under this Agreement (other than obligations relating solely to the payments of money) if such failure is caused by material events beyond such Party's reasonable control such as terrorism, war, sabotage, insurrection, riots, civil disobedience and the like, acts of governments and agencies thereof, labor disputes, accidents, fires or natural

disasters. In such event, the delayed Party shall perform its obligations hereunder promptly after the cause of the failure has abated.

23. NO WAIVER. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance.

24. AUTHORITY: The signatories hereto decree that they have full authority to enter into this Agreement on behalf of the Parties to this Agreement.

25. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements of the Parties with respect to the subject matter hereof. Neither Party shall be bound by any term, condition or other provision, which is different from, or in addition to the provisions of this Agreement, (whether or not it would materially alter this Agreement). No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the Party subject to enforcement of such amendment.

IN WITNESS WHEREOF, Contractor and Sponsor have executed this Agreement effective as of the date set forth at its beginning.


SPONSOR

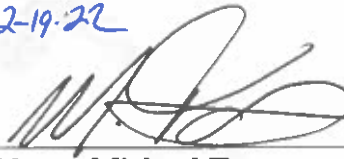
City of Angels- Angels Camp Ca
P.O. BOX 667 Angels Camp Ca 95222


By: _____
Print Name: **Rebecca Callen**
Title: **City Administrator - Angels Camp**
Date:

CONTRACTOR

San Joaquin County Office of Education
(dba Greater Valley Conservation Corps)
Lic# 1075473

By:  _____
Print Name: **Nicholas Mueller**
Title: **Director II GVCC**
Date: **12-19-22**

By:  _____
Print Name: **Michael Totten**
Title: **Program Manager II GVCC**
Date: **12-14-22**

By:  _____
Print Name: **Warren Sun**
Title: **Division Director SJCOE OPS**
Date: **12/14/22**

DRAFT

EXHIBIT A SCOPE OF SERVICES

This Scope of Services is dated as of **December 14, 2022**. This Scope of Services, together with the Sponsor Agreement, is a contract between the said "Sponsor" and San Joaquin County Office of Education, DBA Greater Valley Conservation Corps. ("Contractor"). The "Agreement", contains the full and complete understanding of the Parties and supersedes all prior agreements and understandings between the Parties with respect to the entire subject matter of this Scope of Services. Only a written instrument signed by an authorized representative of each Party may amend this Scope of Services.

The Services to be performed by the Contractor are as follows:

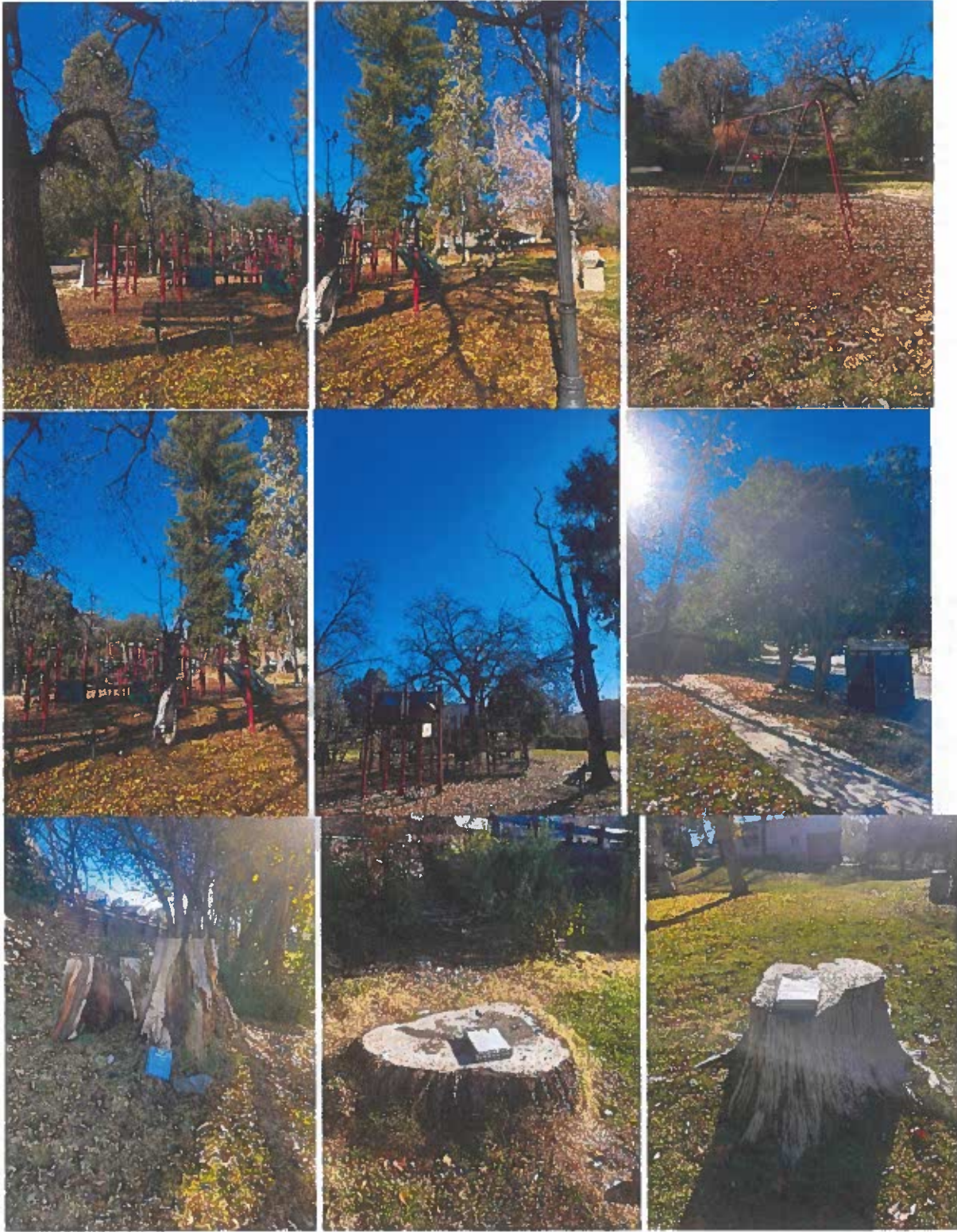
Scope of Work

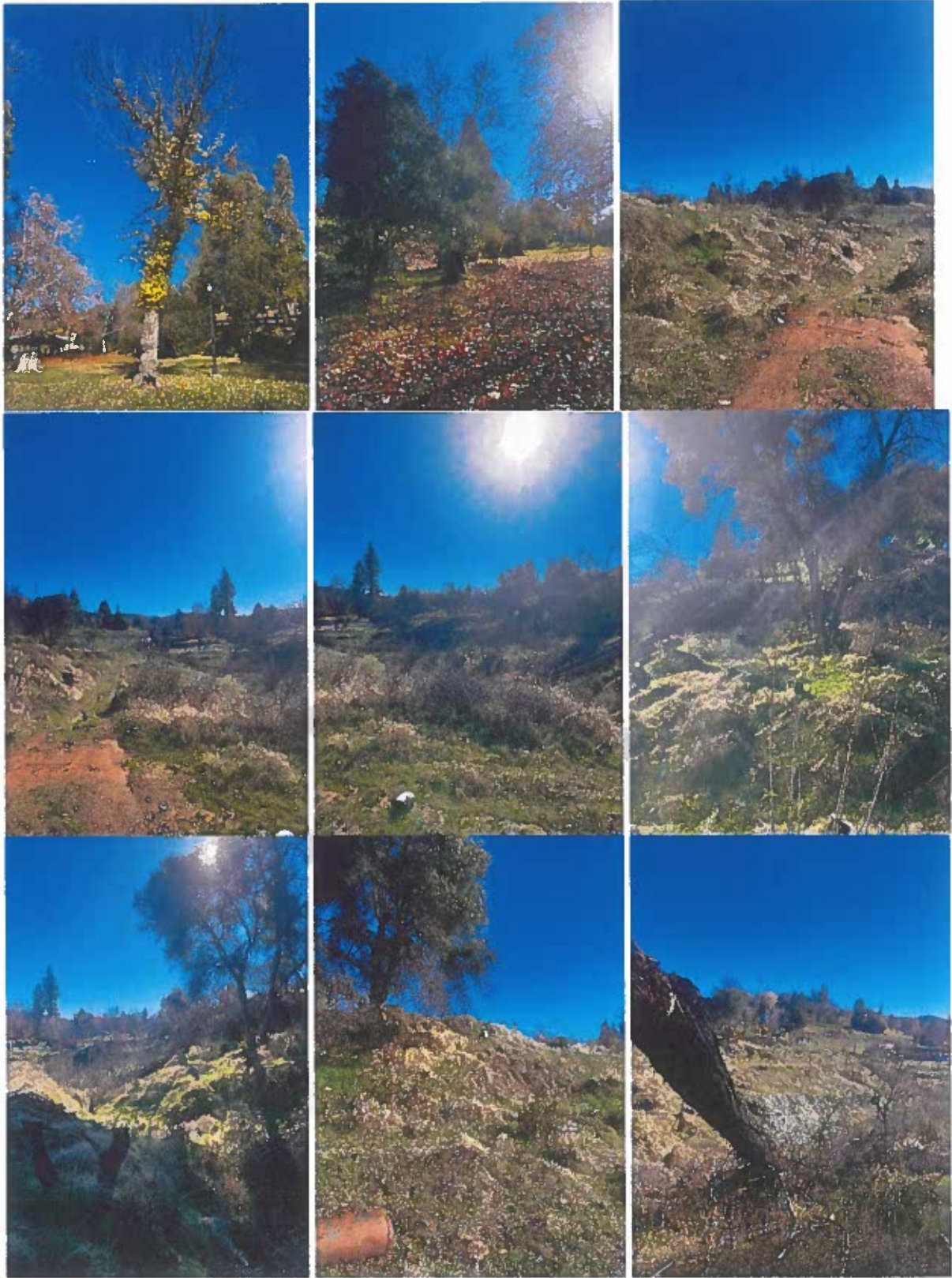
GVCC will provide below services:

- 1. Demo and disposal of playground area, removal of concrete footings grade area after demolition is complete.**
- 2. Demo and dispose of all unwanted trees and stumps on entire project area. (See attached Pics)**
- 3. GVCC will remove and dispose of all Un-wanted debris created from project.**
- 4. GVCC will provide all labor and equipment needed to complete projects.**
- 5. ALL GVCC employees will be in all personal protection equipment (PPE) for duration of this project.**
- 6. GVCC will provide all proper insurance documents prior to beginning work.**

PROJECTS Location 1075 Utica Park, Angels Camp Ca









**EXHIBIT B
COMPENSATION**

Sponsor is to compensate Contractor for the Services in Exhibit A of the Agreement pursuant to the following schedule:

Total Project Cost: \$171,622.00

Any questions or concerns please contact Mike Totten: (209) 479-5801 mtotten@sjcoe.net

ALL work shall be completed for the lump sum price not to exceed ONE HUNDRED SEVENTY-ONE THOUSAND SIX HUNDRED TWENTY-TWO DOLLARS AND ZERO CENTS UNLESS AGREED UPON BY BOTH CONTRACTING PARTIES.

San Joaquin County Office of Education (DBA-Greater Valley Conservation Corps) will Invoice the CITY OF ANGELS CAMP upon completion of project. Any questions concerning billing should be brought to the attention of San Joaquin County Office of Education (DBA-Greater Valley Conservation Corps)

P.O Box 213030
Stockton, CA 95213-9030
Attention: Nicholas Mueller
209-292-2700