

**SAN CARLOS SCHOOL DISTRICT AGREEMENT
WITH INDEPENDENT CONTRACTOR FOR SR2S ACTIVITIES
IN SAN CARLOS SCHOOL DISTRICT
June 1, 2016 to June 30, 2016**

Name and Address:

Silicon Valley Bicycle Coalition

96 N. Third Street, Suite 375

San Jose, CA 95112

Contractor: Upon completion of work or agreed-upon work periods, mail invoice to:

Department: Safe Routes to School

Attention: Sarah Schwartz

Address: 1200 Industrial Rd.

City, State, Zip: San Carlos, CA 94070

It is agreed between the San Carlos School District SCSD Representative, San Carlos, California, ("SCSD Representative") and Contractor as follows:

1. **Services to be performed by Contractor** In consideration of the payments hereinafter set forth, the Silicon Valley Bike Coalition hereinafter referred to as the Contractor, shall perform for the SCSD Representative consulting services related to facilitating, planning and implementing Safe Routes to Schools activities in San Carlos Schools in accordance with the terms, conditions and specifications set forth herein and in accordance with the services described in Exhibit "A" (Scope of Work) attached hereto. Contractor shall ensure compliance with all state, federal and local laws, regulations or rules applicable to performance of the work required under this contract.
2. **Contract Term** The term of this Agreement shall be from June 1, 2016 to June 30, 2016, unless terminated earlier by the SCSD Representative or Contractor, as specified in Paragraph 10.
3. **Payments** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", SCSD Representative shall make payment to Contractor in the manner specified herein and in Exhibit "A". In the event that the SCSD Representative makes any payments for services in advance of the provision of such services, Contractor agrees to refund any amounts in excess of the amount owed by the SCSD Representative at the time of contract termination. The SCSD Representative reserves the right to withhold payment if the SCSD Representative determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed \$1,578 (ONE THOUSAND FIVE HUNDRED SEVENTY EIGHT US DOLLARS) at the rates per hour designated in Exhibit "A".
4. **Relationship of the Parties** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the San Carlos School District or the SCSD Representative and that Contractor acquires none of the rights, privileges, powers or advantages of such employees.
5. **Workers' Compensation Insurance** The Contractor shall have in effect, during the entire life of this Agreement, Worker's Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor certifies awareness of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 1861.
6. **Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself/herself or by any Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than \$1,000,000.
7. **Hold Harmless** Contractor agrees to indemnify and defend the SCSD Representative and San Carlos School District and its employees and agents from any and all claims, damages and liability in any way occasioned by or arising out of the negligence of Contractor in the performance of this Agreement, including any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended.

8. **Confidentiality** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of SCSD Representative. All financial, statistical, personal, technical, and other data and information relating to the San Carlos School District operations which is made available to the Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure. Contractor shall not, however, be required by this paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement or is rightfully obtained from third parties.
9. **Non-Assignability** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of SCSD Representative, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
10. **Termination of Agreement** SCSD Representative or Contractor may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the San Carlos School District, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the San Carlos School District and shall be promptly delivered to the San Carlos School District. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the SCSD Representative determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.
11. **Payment of Permits/Licenses** It shall be the Contractor's responsibility to obtain any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.
12. **Non-Discrimination** No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement. Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and may subject the Contractor to penalties, including but not limited to: i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a County Office of Education contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the SCSD Representative.

To effectuate the provisions of this paragraph, SCSD Representative shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the contract or any other Contract between Contractor and SCSD Representative.

Section 504 applies only to contractors who are providing services to members of the public. Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

13. **Equal Benefits** With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
14. **Retention of Records** Contractor shall maintain all records related to this Agreement for no less than three years after SCSD Representative makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the San Carlos School District, County Office of Education, the State of California and/or Federal grantor agencies.
15. **Merger Clause** This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior

agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the SCSD Representative or her authorized designee. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions, or specifications set forth herein shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between SCSD Representative and Contractor. Further, liability referenced to in section 6 is limited to Contractor's negligence during the Contractor's performance under this contract.

16. **Governing Law** This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement shall be venued in the County of San Mateo.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES

Contractor's Signature

Date

Contractor's Name (Please Print)

I hereby certify that the services requested are necessary, that the selection process documentation is accurate, that all insurance certificates including Worker's Compensation are on file in this office, that the SCSD Representative has approved any reductions in Contractor's insurance limits below \$1,000,000, and that no work will commence until this document is signed by the SCSD Representative.



San Carlos School District Representative

Date

5/26/16

Exhibit A
Scope of Work
to be Performed by Silicon Valley Bicycle Coalition for the
San Carlos School District's Safe Routes to School (SR2S) Project
Activities in San Carlos School District
June 1, 2016 to June 30, 2016

Task #1: Bicycle Safety Workshop and Bike Ride

Silicon Valley Bicycle Coalition will provide bicycle skills training through interactive presentations that will teach bicycling skills to youth as they prepare to transition from elementary to middle school. The safety presentation(s) will last 30 minutes (depending upon time available) at the following school(s): White Oaks School, Brittan Acres School. SVBC staff will also organize and lead a bike ride to the nearby Central Middle School campus. The presentations and bike ride will include information about the rules and responsibilities of cyclists, helmet safety, traffic signs and signals. Basic bike safety inspection will also be incorporated to the workshops prior to departing on the bike ride.

Task #1 Deliverables

- Organize and conduct bicycle safety presentation and bike rides to and from the following schools:

From:

- 10:30am White Oaks School 1901 White Oak Way, San Carlos, CA 94070
- 1:00pm Brittan Acres School 2000 Belle Avenue San Carlos, CA 94070

To:

- Central Middle School (Arroyo School) 828 Chestnut St. San Carlos, CA

Task #1 Schedule

- Services to be provided on June 12, 2016 or before June 30, 2016
 - This is the tentative event schedule:
 - 30 min. Bicycle Safety Check
 - 30 min. Bicycle Safety Presentation
 - 15-20 min. Bike Ride from Elementary to Middle School

Task #1 Payment:

Payment will be made to Silicon Valley Bicycle Coalition within 30 days following invoice submission and completion of all contracted services outlined in Exhibit A of this contract.

Maximum Fee for services provided to the San Carlos School District – Not to exceed \$1,050 (ONE THOUSAND FIFTY US DOLLARS)

Task #1 Deliverables

- Organize and conduct bicycle safety presentation and bike rides to and from the following schools:

From:

- 10:30am White Oaks School 1901 White Oak Way, San Carlos, CA 94070
- 1:00pm Brittan Acres School 2000 Belle Avenue San Carlos, CA 94070

To:

- Central Middle School (Arroyo School) 828 Chestnut St. San Carlos, CA

Task #2: Bicycle Safety Workshop and Bike Rodeo

Silicon Valley Bicycle Coalition will provide bicycle skills training through interactive presentations that will teach bicycling skills to Tierra Linda and Central Middle School students at the Central Middle School campus. On the blacktop, students will have the opportunity to practice safe bicycling skills and behaviors while following the rules of the road. Multiple skills courses will cover important bicycling skills such as bicycle control, crossing intersections, signaling, and looking over the shoulder. Additional skills will be learned with games, such as slow races, as time and space allows. (Up to 60-minute activity.)

Task #2 Schedule

- Services to be provided on June 8th, 2016 or before June 30, 2016
 - 60-minute bicycle rodeo

Task #2 Payment:

Payment will be made to Silicon Valley Bicycle Coalition within 30 days following invoice submission and completion of all contracted services outlined in Exhibit A of this contract.

Maximum Fee for services provided to the San Carlos School District – Not to exceed \$528.

Task #2 Deliverables

- Organize and conduct bicycle rodeo at Central Middle School, 757 Cedar St. San Carlos, CA 94070

