

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into by and between the Isla Vista Community Services District, a California special district ("District") and the United Way of Northern Santa Barbara County, a California non-profit corporation ("Consultant"). District and Consultant are sometimes referred to hereinafter individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, Consultant represents that Consultant is specially trained, experienced, and competent to perform the Scope of Services required by this Agreement; and

WHEREAS, Consultant is competent and able to render the professional services described herein, namely beautification services; and

WHEREAS, District wishes to retain Consultant as part of a pilot program to provide beautification services within the boundaries of District, as authorized by Government Code section 61250(g)(4).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

AGREEMENT TERMS

1. Scope of Services. In compliance with all the terms and conditions set forth herein, Consultant shall provide professional services to District that consist of beautification services consistent with the scope of work described in Exhibit 1, which is incorporated herein by this reference ("Scope of Services"). As an independent contractor, Consultant shall provide the services specified herein, in the manner it deems most appropriate given Consultant's specialty training, experience, and competency, with general oversight provided by the IVCS District General Manager, or his or her designee ("Contract Officer"), on behalf of District.

2. Effective Date and Term. This Agreement shall become effective on January 1, 2018 ("Effective Date") and Consultant shall provide all services within the Scope of Services through August 31, 2018 ("Term"), unless terminated at an earlier date as provided for herein. This Agreement may be extended for an additional four (4) months by action of the Contract Officer. If extended, the Consultant shall be bound by the terms and conditions of this Agreement for the extended term. Consultant shall not be entitled to and shall not commence any work hereunder unless and until the Contract Officer issues to Consultant a written notice to proceed.

3. Compensation. District agrees to pay Consultant and Consultant agrees to accept payment for all services required by this Agreement; the total compensation to Consultant shall not exceed the sum of Thirty Thousand Dollars and Zero Cents (\$30,000) ("Contract Sum"), including all reimbursable expenses such as, but not limited to, materials, insurance, administration, supplies, and travel costs/mileage. The proposed budget of Consultant for the Term is attached hereto as Exhibit 2 and incorporated herein by this reference. The Contract Officer has the authority to approve additional compensation for services rendered under this Agreement, above and beyond the amount specified in this Section 3, in an amount not

to exceed five percent (5%) of the Contract Sum, or One Thousand Five Hundred Dollars and Zero Cents (\$1,500) during the Term.

4. Billings. Consultant shall submit monthly invoices to District not to exceed the maximum compensation set forth in Section 3 hereof. All invoices shall be submitted to the Contract Officer via email at generalmanager@islavistacs.com. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, which is subject to District Board of Directors approval for amounts over One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00). Consultant acknowledges and agrees that due to District warrant run procedures, the District cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by District, the original invoice shall be returned to Consultant for correction and resubmission. Review and payment by the District of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein nor any other applicable law. District payments shall be via the County of Santa Barbara Treasury & Auditor-Controller's office.

5. Status Reports. Consultant shall provide written reports every three (3) months of the Term, detailing the following information: The number of United Way Employees and AmeriCorps Members and the hours dedicated to this project. The amount of sidewalks power washed, amount of trash removed, graffiti removed, graffiti identified, obstructions identified, other progress on identified beautification projects. Reports are due to the Contract Officer no later than March 29, June 28, and August 31, unless otherwise agreed to by the Contract Officer.

6. Primary Provider of Services. The services described by this Agreement shall be performed by United Way Program Coordinators, hourly United Way Staff and AmeriCorps Members employed or contracted by Consultant.

7. Assignment and Subcontracting. It is recognized by the Parties hereto that a substantial inducement to District for entering into this Agreement was, and is, the professional reputation and competence of Consultant. Therefore, this Agreement may not be assigned by Consultant without the prior written consent of District. Likewise, Consultant shall not permit any subcontractor to perform any service required of Consultant hereunder without the prior written consent of District.

8. Consultant's Responsibility. Consultant represents and warrants that Consultant possesses the skills, experience, and knowledge necessary to perform the work agreed to be performed under this Agreement, and District relies upon this representation and warranty. Acceptance by District of the work performed under this Agreement does not operate as a release of Consultant from responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of the work to be performed under this Agreement and Consultant agrees that said work can and shall be performed in a fully competent manner.

9. Insurance and Indemnification.

9.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of District:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9.2 General Insurance Requirements. All of the above policies of insurance shall be primary insurance and shall name the District, its elected and appointed officers, employees, agents, and contractors as additional insureds, and any insurance maintained by District or its officers, employees, agents, or contractors may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the District, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the District. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 9.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the District with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the District. District reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to District.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide, The Key Rating Guide, or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the District’s Risk Manager or other designee of the District due to unique circumstances.

9.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the District, its officers, employees, agents, and contractors (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, contractors, subcontractors, invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of District’s sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

10. Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this Agreement shall be the property of Consultant, and shall not be disclosed by District, unless required by law or valid court order.

11. Binding Effect. This Agreement shall be binding upon the Parties hereto and their respective successors in interest.

12. Conflict of Interests. Consultant represents that Consultant has not employed any person to solicit or procure this Agreement and that Consultant has not made, and will not make, any payment of any compensation for the procurement of this Agreement. Consultant further represents and agrees that Consultant has not acquired, and will not acquire, any interest, directly or indirectly, in any property acquired by District during the term of this Agreement. Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this Agreement a violation of any applicable Federal, State or local law. In the event that any conflict of interests should hereinafter arise, Consultant shall promptly notify the Interim General Counsel of the existence of such conflict of interest so that District may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Govt. Code 87100, *et seq.*) respecting this Agreement. In addition, Consultant possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

13. Compliance with Laws. In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States and the State of California, and all applicable ordinances, resolutions, rules, policies, and regulations of the District. Consultant warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations.

14. Time is of the Essence. Consultant agrees to diligently carry out the services to be provided under this Agreement to completion and in accordance with any schedules specified herein. In the performance of this Agreement, time is of the essence.

15. Independent Contractor Status. It is expressly understood and agreed by both parties that Consultant its agents or employees, is an independent contractor and not an employee of District while engaged in carrying out and complying with any of the terms and conditions of this Agreement. Consultant expressly warrants that it will not represent, at any time or in any manner, that Consultant or any of its agents or employees is an employee or agent of District. Consultant or any of its agents or employees shall have no authority to, and shall not, incur any debt, obligation, or liability on behalf of District.

16. Notices. All notices under this Agreement shall be in writing and shall be delivered by personal service, email, or by certified or registered mail, postage prepaid, return receipt requested, to the Parties. Any written notice to any of the Parties required or permitted hereunder shall be deemed to have been duly given on the date of service if served personally or via email, or seventy-two (72) hours after mailing. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided hereunder, shall be deemed to be receipt of the notice, demand or request sent. Notices shall be addressed as follows:

To Consultant: United Way of Northern Santa Barbara County
Attn: Eddie Taylor
PO Box 947
Santa Maria, CA 93456
(805) 717-1833

To District: Isla Vista Community Services District
Attn: Jonathan Abboud
970 Embarcadero del Mar
Isla Vista, CA 93117
(310) 734-9791

With Copy to: Aleshire & Wynder, LLP
3880 Lemon Street, Suite 520
Riverside, CA 92501
Attn: G. Ross Trindle, III, Interim District Counsel
email: gtrindle@awattorneys.com

Each Party shall provide the other Party with written notice of any change of address, email address, or telephone number that occurs as soon as practicable.

17. Default; Cure. In the event that Consultant is in default under the terms of this Agreement, the District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the District may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively fifteen (15) days, but may be extended by mutual written agreement, if circumstances warrant. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the District may take necessary steps to terminate this Agreement pursuant to the terms thereof.

18. Termination.

18.1 Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. District may, with or without cause, terminate this Agreement upon fifteen (15) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the District in its sole discretion. In addition, Consultant may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to District. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the District, or otherwise required by law. Except where the Consultant has initiated termination, Consultant shall be entitled to compensation for services performed prior to the effective date of notice of termination; provided, however, that District may condition payment of such compensation upon satisfactory completion of the services or portion thereof which Consultant has performed through the effective date of termination.

18.2 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, District may, after compliance with the provisions of Section 17, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed the District as previously stated.

19. No Third Party Rights. The Parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

20. Whole Agreement. This Agreement constitutes the entire understanding and Agreement of the Parties and there are no oral agreements between the Parties affecting this Agreement and this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes and cancels all previous negotiations, arrangements, agreements and understandings between the Parties, and none shall be used to interpret this Agreement.

21. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and Contract Officer, and approved by the District Board of Directors. Such document shall expressly state that it is intended by the Parties to amend the terms and conditions of this Agreement.

22. Interpretation. The Parties agree and represent that they jointly prepared this Agreement, such that no provision shall be construed in favor of or against either Party as the drafting party. The masculine and neuter genders, the singular number and the present tense shall be deemed to include the feminine gender, the plural number and past and future tense, respectively, where the context so requires.

23. Controlling Law. This Agreement and all matters relating to it shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with by the laws of the State of California, without regard to conflicts of law principles or rules. Any legal action to enforce or interpret any provision of this Agreement shall be brought in the Superior Court for the County of Santa Barbara.

24. Counterparts. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument but the Parties agree that the Agreement on file in the office of the Interim District Manager is the version

of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.

25. Attorneys' Fees. If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees and costs of suit, whether or not the matter proceeds to judgment.

26. Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

27. Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

28. Warranty & Representation of Non-Collusion. No official, officer, employee, or contractor of District has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, employee, or contractor of District participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any District official, officer, employee, or contractor any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any District official, officer, employee, or contractor as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

29. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

30. Contingency of Funds. Contractor acknowledges that funding or portions of funding for this Agreement may be contingent upon District budget approval; receipt of funds from, and/or obligation of funds by the University of California to District; or inclusion of sufficient funding for the services

hereunder in the budget approved by District Board of Directors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, District may immediately terminate or modify this Agreement without penalty.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Consultant and District have executed this Agreement at _____, California, on _____, 2018.

ISLA VISTA COMMUNITY SERVICES DISTRICT:

CONSULTANT:

By: _____
Interim General Manager

By: _____
(Print Name, Title)

Date: _____

(Signature)

Attest:

Date: _____

By: _____
Board Secretary

Date: _____

Attachments:

Exhibit 1: "Isla Vista Beautification Pilot Project Scope of Work," consisting of 1 page(s).

Exhibit 2: "Isla Vista Beautification Pilot Project Proposed Budget for 1/1/2019-8/31/2019," consisting of 1 page(s)

Scope of Work

Project Overview & Primary Objectives

We will develop a Beautification Program for Isla Vista. There will be part-time temporary positions to assist in beautification services including sidewalk cleaning, litter pickup in areas not already covered, identifying graffiti, identify obstructions to public right of way, and other needs as identified by the partners. Objectives also include empowering un-housed residents of Isla Vista to get back on their feet and attain permanent employment and housing.

Period of Performance

January 1-August 31 2018.

Project Deliverables

Sidewalks will be cleaned using a power washer and surfaces scrubber in pre-identified and approved areas in front of businesses and the common areas. Litter collection will be performed on a scheduled basis and as the need is identified by the IVCSD. Graffiti and public right of way obstructions will be documented and IVCSD Staff will be immediately noticed. Removal of graffiti, including on trashcans and on public property will be performed if deemed necessary by IVCSD. Cleaning of any golf cart will be regularly performed. And other beautifications projects as identified.

Reporting

Progress will be tracked. Quarterly reports will be delivered the board of IVCSD. Daily activity logs will be made available to IVCSD Staff. A data base will be maintained with the IVCSD.

Contractor Qualifications

United Way is uniquely qualified to identify individuals experiencing homelessness or newly housed individuals who could take advantage of this program. United Way has been operating home for good Santa Barbara County since January 2017 and prior to that time operated the AmeriCorps partnership for veterans and people experiencing homelessness. Those efforts have allowed our AmeriCorps members and staff to establish meaningful relationships with people experiencing homelessness in Isla Vista. United Way will establish employment protocols.

Payment Schedule and Invoicing

Monthly invoices will be submitted in accordance with the Agreement for Professional Services

Budget

Project Title:

Applicant Name: NSBC United Way

Project Budget - Grants - Actuals

Expense	Total Program Budget Based on Funding	
Salaries, Benefits, and Payroll Taxes		
Coordinator	\$ 2,500.00	
AmeriCorps Member	\$ 2,500.00	
Labor Burden (5 positions x 10 hrs /wk @ \$15) x 20 Weeks	\$ 15,000.00	
Labor Buden (18%)	\$ 2,700.00	
Equipment / Supplies		
Equipment	\$ 4,000.00	
Mileage Reimbursement	\$ 540.00	
	\$ -	
	\$ -	
	\$ -	
Administration		
Administration / Accounting	\$ 3,000.00	
	\$ -	
	\$ -	
Total Grant Funds	\$ 30,240.00	\$ -
Year to Date Expenditures - Total	\$ -	
Funds Available	\$ 30,240.00	