

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

**AGREEMENT
WELDING ROADSHOW**

WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

APRIL 13, 2018 – MAY 11, 2018

This Agreement ("Agreement") is made by and between the Santa Clarita Community College District ("District"), a California community college district and political subdivision of the State of California, and the William S. Hart Union High School District ("School"), a public school district organized and existing pursuant to the laws of the State of California. District and School are also referred to collectively as the "Parties" and individually as "Party."

RECITALS

A. WHEREAS, District and School shall collaborate with each other for Welding Roadshow Events to be held at West Ranch High School located on Friday, April 13, 2018, and Sierra Vista Junior High School on Friday, May 11, 2018 (referred to herein as either "Event" or "Events").

B. WHEREAS, these Events will introduce High School and Junior High School Students ("Students") to career and educational opportunities in welding and metal fabrication.

C. WHEREAS, these Events aims to inform Students about community college programs, and other post-secondary programs and training that can enhance their capacity to achieve educational and financial goals in these fields.

NOW, THEREFORE, in consideration of the Terms and Conditions hereinafter set forth, the Parties hereto do hereby agree as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated as effective and operative parts of this Agreement.
2. **Term.** This Agreement shall commence on **April 13, 2018, and shall continue in full force and effect thereafter until and including May 11, 2018** ("Term"), unless this Agreement is terminated during the Term as provided in Section 4.
3. **Duties and Obligations.** District and School shall collaborate with each other for each Event as follows:
 - A. **Event Information:**
 - i. West Ranch High School – 26255 Valencia Boulevard, Santa Clarita, CA 91381
Friday, April 13, 2018
 - ii. Sierra Vista Junior High School – 19425 West Stillmore Street, Santa Clarita, CA 91351
Friday, May 11, 2018
 - B. **District Responsibilities.** District will provide seven (7) employees ("District Employees") at each Event, to facilitate the Events and assist Students with welding and metal projects, using the virtual welding machines and welding equipment mounted on the District's Welding Roadshow Trailer for up to four (4) hours. District Employees will present and discuss current and future career opportunities in welding and metal fabrication. District will provide instructional supplies for the Events.
 - C. **School Responsibilities.** School shall reimburse District for salaries of the seven (7) District Employees for each Event, and shall coordinate the Events with District by providing information on a safe parking area and trailer setup guidelines.
4. **Termination of Agreement.** This Agreement shall terminate upon expiration of the Term. During the Term of this Agreement, each Party may terminate this Agreement at any time, with or without cause, upon providing the other Party with at least thirty (30) days written notice before the effective date of termination. The Parties may terminate this Agreement by mutual agreement set forth in writing and signed by the Parties.
5. **Payment.**
 - a. **Amount of Compensation.** School agrees to reimburse District for the services of seven (7) District Employees for each Event under this Agreement, up to **Two Thousand Four Hundred Thirty-One Dollars and Eighty-Six Cents (\$2,431.86)** per Event, for a total amount not to exceed **Four Thousand Eight Hundred Sixty-Three Dollars and Seventy-Two Cents (\$4,863.72)** ("Contract Amount").

- b. For Reimbursement of Expenses. School will reimburse District for the cost of instructional supplies, up to **Two Hundred Fifty Dollars (\$250.00)** per Event, for a total amount not to exceed **Five Hundred Dollars (\$500.00)** ("Expenses").
- c. Invoice. District shall submit an invoice to the School for the Services provided. All payments shall be paid on a "net 30-day basis" and shall be made payable to: Santa Clarita Community College District and shall be sent to: Fiscal Services, Santa Clarita Community College District, 26455 Rockwell Canyon Road, Santa Clarita, CA 91355.
6. Student Waivers. School shall be responsible for obtaining and retaining signed copies of an appropriate Waiver and Release of Liability Form ("Waiver Form"). If participant is a minor, Parent/Guardian shall sign and attest to the Waiver and Release of Liability. School shall ensure that all participating Students provide a Waiver Form and the original Waiver Forms shall be provided to the District prior to the Events. District shall not be held responsible for any liability or claim resulting from a Student's failure to provide a signed Waiver Form.
7. Vendor Status. The Parties expressly agree and intend by this Agreement that District shall provide services as a vendor, as these terms are set forth in Section 99.210, subdivision (c), of Title 29 of the Code of Federal Regulations. To the extent there is any language in this Agreement that may characterize District as a Subrecipient or require District to perform any portion of the Agreement as a Subrecipient, such language shall not be binding upon the Parties.
8. Supervision. School confirms that District Employees will have no more than limited contact with Students while on School property in accordance with Section 2. Therefore, School concludes that the fingerprinting and background check requirements of Section 45125.1 do not apply to this Agreement. School shall take all appropriate steps to protect the safety of any Students in accordance with Education Code section 45125.1(c) and will provide supervision to Students at all times. School shall ensure that at least one (1) representative, e.g., teacher, administrator, etc., shall be present at the Events to oversee School's respective students at all times during the Events. School's representative shall ensure that Students are properly supervised at all times. School shall be solely responsible for the supervision of the students during the Events. School shall also ensure its representative is available to the District in case any issues arise during the Events by providing a cellular telephone number that the District may call at any time before, during, or after the Events. The Parties will use all reasonable efforts to provide a safe environment for students and staff attending the Events. School shall be responsible to notify the parents of any Student regarding any accident involving or illness of the student.
9. Trademark/Logo Use. The Parties must each obtain the approval of the other Party to use respective names and/or logos in any advertisements, promotions, press releases or other media. In the event that the Parties extend permission, the artwork shall be provided as a camera-ready image/file. Each Party, at their discretion, may limit or otherwise place conditions on School's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. The Parties shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from the other Party.
10. Indemnification. School agrees to hold harmless and indemnify District, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorney's fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of this Agreement or attendance of the Events, including any harm, damage, or claim related to the negligent act or willful misconduct by School and School's failure to fulfill the duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement.
- District agrees to hold harmless and indemnify School, its board members, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorney's fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of this Agreement or attendance of the Events, including any harm, damage, or claim related to the negligent act or willful misconduct by District and District's failure to fulfill the duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by the School. This hold harmless and indemnification includes, but is not limited to, compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement.
11. Insurance. The Parties agree to maintain, in full force and effect, at their own expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) including bodily injury (including, but not limited to, injuries sustained as a result of an offense directly or indirectly related to School employee or School third-party representative including assault or abuse, sexual or otherwise), broad form property damage and blanket contractual liability, written on an "occurrence" basis; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; and (v)

Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). The Parties agree to name the other Parties, Board Members, officers, agents, employees and volunteers as Additional Insured under its policy(ies). School shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. The Certificate of Insurance shall provide thirty (30) days prior written notice of cancellation.

12. General Terms and Conditions.

- A. Entire Agreement and Amendment. This Agreement constitutes the entire agreement and understanding between the Parties, and is a complete and exclusive statement of the terms of the Parties' agreement pursuant to Code of Civil Procedure Section 1856. This Agreement cannot be modified orally, and is to be modified only by a written instrument executed by the Parties.
- B. Non-Assumption Of Liabilities. Neither Party shall be liable for the prior, existing or future obligations, liabilities or debts of the other Party.
- C. Non-Discrimination. School agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.
- D. Non-Waiver. The failure of either Party to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- E. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- F. Applicable Law, Venue, and Interpretation. This Agreement, and the Parties' rights and obligations, are to be governed by and construed in accordance with California laws. If any action is instituted to enforce or interpret this Agreement, the venue of any such action shall be in the appropriate state or federal court in Los Angeles County, California, provided that nothing in this Agreement constitutes a waiver of immunity to suit by District. The provisions of this Agreement are to be construed in all cases as a whole, according to their fair meaning, and not strictly for or against any Party.
- G. Assignment. Neither Party shall assign or transfer any of its rights or obligations under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent.
- H. Notices. All notices or other communications required or permitted under this Agreement shall be deemed duly given if in writing and delivered personally, sent by a reputable overnight courier services (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed as follows:

District: Santa Clarita Community College District
Attn: Assistant Superintendent/VP Business Services
26455 Rockwell Canyon Road
Santa Clarita, CA 91355
Phone: (661) 362-3476
Fax: (661) 362-5480

School: William S. Hart Union High School District
Attn: Natalia Blumke, CTE Accounting Technician
21380 Centre Pointe Parkway
Santa Clarita, CA 91350
Phone: (661) 259-0033
Email: nblumke@hartdistrict.org

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf by their respective duly-authorized representatives.

CONTRACTOR

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY:

Signature of Authorized Representative

Print
Name

Print
Title

Date

BY:

Signature of Authorized Representative

Print
Name

Jerry L. Buckley

Print
Title

**Asst. Superintendent/Vice President, Academic
Affairs**

Date

District's Board of Trustee's
Approval/Ratification Date

District Initiating Department

District Contact Name

District Contact Extension

Welding Technology

Tim Baber

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