

Letter of Agreement

Dear Ralph Peschek,

The **City of Santa Clarita** ("**City**") would like to enter into a letter of agreement ("**Agreement**") with the William S. Hart Union High School District ("**Consultant**") for the Weldon Trail Project.

1. Scope of Work

Consultant's proposal submitted on the Weldon Trail Project, ("**Proposal**"), is attached hereto and incorporated herein by reference. **Consultant** is responsible for the completion of tasks and subtasks that are addressed in the **Proposal** and/or amendments to this **Agreement**. **Consultant** will not subcontract any portion of this **Agreement** without **City's** prior written approval.

2. Compensation

The **City** agrees to compensate **Consultant** for work and services ("**work**") upon completion of work. The total cost of this **Agreement** shall not exceed (\$11,519.52), which is further detailed in Exhibit A. This amount represents the total compensation to be paid to **Consultant** by **City** for all work to be done by **Consultant**, including all allowable costs.

3. Time Schedule; Term

The schedule of work to be completed by **Consultant** includes delivery of work products or services referenced in Section 1. **Scope of Work**. Work should be completed in accordance with the final time schedule included in the **Proposal** or as otherwise agreed to by **City** in writing. Unless otherwise extended by a writing executed by the **City's** City Manager or terminated in accordance with this **Agreement**, this **Agreement** will terminate on July 15, 2022.

4. Performance Standards

Consultant will perform its work in a skillful manner, comply fully with all **City** established criteria, and with all applicable federal, state and local laws, codes and professional standards.

5. Independent Contractor

The parties agree and understand that neither **Consultant** nor anyone employed or hired by **Consultant** will be an employee of the **City**, but will be solely an independent contractor acting under this **Agreement**, shall be solely responsible for payment of federal and state income and other taxes, will not be an employee of the **City** for Worker's Compensation or any other purposes, will not have Unemployment Insurance Benefits, Social Security coverage, or other employee benefits and will have no right or authority to bind the **City** in any manner.

6. Termination

City may terminate this **Agreement** in whole or in part at any time with written notice for its own convenience, or with seven days prior written notice (and **Consultant's** failure to cure during that time) for material breach. Following a termination for convenience, **City** will pay **Consultant** its costs expended up to the termination plus reasonable profit thereon to the termination date not to exceed the total Compensation costs under Section 1. **Scope of Work**, but no other loss, cost, damage, or expense. Following a termination for material breach, **Consultant** will be liable to **City** for all costs to cure the deficiencies and all loss, cost, expense, damage, and liability resulting from such breach and termination.

7. Indemnification

Consultant agrees to indemnify and hold **City** harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the performance of this **Agreement** by **Consultant**. Should **City** be named in any suit, or should any claim be brought against it by suit or otherwise, arising out of performance by **Consultant** of services rendered pursuant to this **Agreement**, **Consultant** will defend **City** (at **City** request and with counsel satisfactory to **City**) and will indemnify **City** for any judgment rendered against it or any sums paid out in settlement or costs incurred in defense otherwise.

8. Insurance *[All insurance terms subject to review and approval of City Risk Manager]*

A. General Insurance Requirements

1. All insurance shall be primary insurance and shall name City of Santa Clarita as an additional insured. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under the policy if not named as an additional insured and an additional insured shall not be held liable for any premium or expense of any nature on the policy or any extension thereof solely because they are an additional insured thereon.

2. If the operation under this **Agreement** results in an increased or decreased risk in the opinion of the **City's** Risk Administrator, then **Consultant** agrees that the minimum limits hereinabove designated shall be changed accordingly upon written request by the Risk Administrator.

3. **Consultant** agrees that provisions of this Section as to maintenance of insurance shall not be construed as limiting in any way the extent to which **Consultant** may be held responsible for the payment of damages to persons or property resulting from **Consultant's** activities, the activities of its sub consultants, or the activities of any person or persons for which **Consultant** is otherwise responsible.

4. A Certificate of Insurance, and an additional insured endorsement (for general and automobile liability), evidencing the above insurance coverage with a company acceptable to the **City's** Risk Administrator shall be submitted to **City** prior to execution of this **Agreement** on behalf of the **City**.

5. The terms of the insurance policy or policies issued to provide the above insurance coverage shall provide that said insurance may not be amended or canceled by the carrier, for nonpayment of premiums otherwise, without 30 days prior written notice of amendment or cancellation to **City**. In the event the said insurance is canceled, **Consultant** shall, prior to the cancellation date, submit new evidence of insurance in the amounts heretofore established.

6. All required insurance must be in effect prior to awarding this **Agreement**, and it or a successor policy must be in effect for the duration of this **Agreement**. Maintenance of proper insurance coverage is a material requirement of this **Agreement** and the failure to maintain and renew coverage or to provide evidence of renewal may be treated by the **City** as a material breach of contract. If **Consultant**, at any time during the term of this **Agreement**, should fail to secure or maintain any insurance

required under this **Agreement**, **City** shall be permitted to obtain such insurance in **Consultant's** name at **Consultant's** sole cost and expense, or may terminate this **Agreement** for material breach.

7. Without limiting any other **Consultant** obligation regarding insurance, should **Consultant's** insurance required by this **Agreement** be cancelled at any point prior to expiration of the policy, **Consultant** must notify **City** within 24 hours of receipt of notice of cancellation. Furthermore, **Consultant** must obtain replacement coverage that meets all contractual requirements within 10 days of the prior insurer's issuance of notice of cancellation. **Consultant** must ensure that there is no lapse in coverage.

B. General Liability and Property Damage Insurance

Consultant agrees to procure and maintain general liability and property damage insurance at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom and property damage, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly from any act or activities of **Consultant**, its sub consultants, or any person acting for **Consultant** or under its control or direction and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from acts or activities of **Consultant**, or its sub consultants, or any person acting for **Consultant**, or under its control or direction. Such public liability and property damage insurance shall also provide for and protect **City** against incurring any legal cost in defending claims for alleged loss. Such general liability and property damage insurance shall be maintained in the following minimum limits: A combined single-limit policy with coverage limits in the amount of \$1,000,000 per occurrence will be considered equivalent to the required minimum limits.

C. Automotive Insurance

Consultant shall procure and maintain public liability and property damage insurance coverage for automotive equipment with coverage limits of not less than \$1,000,000 combined single limit. If **Consultant** does not use automobiles in performing its work under this **Agreement**, **Consultant** shall provide a waiver releasing **City** from all liability resulting from **Consultant's** use of personal vehicles under this **Agreement**.

D. Worker's Compensation Insurance

Consultant shall procure and maintain Worker's Compensation Insurance in the amount of \$1,000,000 per occurrence or as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both **Consultant** and **City** against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by **Consultant** in the course of carrying out this **Agreement**.

9. Ownership of Documents

All documents, data, studies, drawings, maps, models, photographs and reports prepared by **Consultant** under this **Agreement** are the **City's** property. **Consultant** may retain copies of said documents and materials as desired, but will deliver all original materials to **City** upon **City's** written

notice. **City** agrees that use of **Consultant's** completed work product for purposes other than identified in this **Agreement**, or use of incomplete work product, is at **City's** own risk.

10. W-9 Form – Request for Taxpayer Identification Number and Certification

Pursuant to Senate Bill 542, chaptered in 1999, the Employment Development Department (EDD) of the State of California requires that a W-9 Form be filed by all vendors for all contracts entered into with the City of Santa Clarita. **Consultant** agrees to complete all required forms necessary to comply with EDD regulations.

11. Notices

All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to Consultant:

William S. Hart Union High School District
Attn: Ralph Peschek,
Chief Financial Officer
21380 Centre Parkway
Santa Clarita, CA 91350

William S. Hart Union High School District
Attn: Kevin Sarkissian, Program Supervisor
21380 Centre Pointe Parkway
Santa Clarita, CA 91350

If to City:

City of Santa Clarita
Attn: Kenneth W. Striplin, City Manager
23920 Valencia Boulevard, Suite 300
Santa Clarita, CA 91355

City of Santa Clarita
Attn: Jeff Morrison, Open Space and
Trails Administrator
23920 Valencia Boulevard, Suite 120
Santa Clarita, CA 91355

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

12. Conflict of Interest

Consultant will comply with all conflict of interest laws and regulations including, without limitation, **City's** Conflict of Interest Code (on file in the City Clerk's Office). It is incumbent upon the **Consultant** or **Consultant** firm to notify the **City** pursuant to Section 11. **Notices** of any staff changes relating to this **Agreement**.

- A. In accomplishing the scope of services of this **Agreement**, all officers, employees and/or agents of **Consultant(s)**, unless as indicated in Subsection B., will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees and/or agents of **Consultant**, except as indicated in Subsection B.

Initials of **Consultant**

- B. In accomplishing the scope of services of this **Agreement**, **Consultant** will be

performing a specialized or general service for the **City** and there is substantial likelihood that the **Consultant's** work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following **Consultant(s)** shall be subject to the Disclosure Category "1" of the **City's** Conflict of Interest Code:

13. Miscellaneous

To the extent of a conflict between this **Agreement, Proposal** or any other Exhibit, the terms of this **Agreement** shall take precedence. This **Agreement** may be modified by written amendment. **City's** City Manager, or designee, may execute any such amendment on behalf of **City**.

14. Facsimile or Electronic Transmission of Contract and Signatures

The parties agree that this **Agreement** may be transmitted and signed by facsimile or electronic mail by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this date of
May 24, 2022

FOR CONSULTANT: WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

By: _____
(Signature)

Chief Financial Officer

Title

FOR CITY OF SANTA CLARITA:
KENNETH W. STRIPLIN, CITY MANAGER

By: _____
City Manager

Date: _____

APPROVED AS TO FORM:
JOSEPH M. MONTES, CITY ATTORNEY

By: _____
City Attorney

Date: _____

City of Santa Clarita

William S. Hart Union High School District

Watershed and Trail Project Proposal

The City of Santa Clarita (City), in collaboration with the William S. Hart Union High School District **Trails Program** (District) will implement a watershed and trail project in the Newhall Pass Open Space recreation area.

The Hart District Summer Trails program was created to provide students in the William S. Hart District the opportunity to receive training and construct and maintain trails in the open space areas around the Santa Clarita Valley. The program allows for students to work with trained supervisors in the wilderness, learning valuable trail building skills that can transfer into other professions such as firefighting and ranger service.

Located at the mouth of the intersection between Interstate 5 and the 14 Freeway, the Newhall Pass Open Space was once a proposed 647 acre multiuse development. Partnering with the Trust for Public Land, and other state and regional agencies, the City was able to complete the purchase of all 647 acres of the former development in March 2016. This area is a wildlife corridor that allows animals to safely migrate through their habitat area.

There are two entrances off the Old Rd: the northern entrance to the Cabin Trail, and the southern entrance to the McHaddad Trail.

The overall goal of the proposed project is to install a sustainable multi-use trail approximately 2.5 miles in length to protect watershed conditions in the project area. The entire project falls within the City of Santa Clarita, as shown in Exhibit B.

The project purpose is to create a clearly identifiable and sustainable trail, to reduce the impact of visitors in the project area and to protect the natural qualities of the open space character. The City has prescribed treatments to protect water quality by stabilizing eroding trail sections; restoring hydrologic connectivity where trail conditions interrupt water flow; and reducing trail width in over-widened areas to meet City trail design standards.

The District will work on the Newhall Open Space trail for a 4-day period. The District will assist with the construction of trail causeways. These projects activities will enable the City to best meet the project's purpose and objectives.

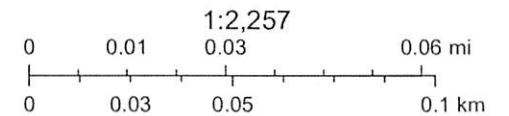
The work on this project will be accomplished by hand crews using primitive tools and traditional skills. This project will require a 32 person trail crew, made up of 28 students, 3 assistant trail bosses, and 1 trail boss. The City will cover the expenses for 7 student workers and 1 payroll account technician to process payroll per Exhibit C. Cost for all other workers will be covered by the District. The crew will be working for 4 days, Monday through Thursday; brushing, cutting, and finishing approximately 1 mile of the proposed project within the Newhall Pass Open Space. Heavy brush, significant tread graduation, and 30 minutes of drive time will make for a manageable goal. The District crew understands that this is considered a backcountry trail project and should anticipate remote and primitive conditions. The crew will travel to and from the work site daily for the duration of the project.

EXHIBIT B



4/26/2022, 10:26:52 AM

- Override 1
- Parcel Outlines
- Street Centerlines
- Freeway
- Primary
- Minor



Bureau of Land Management, Esri, HERE, Garmin, GeoTechnologies, Inc., NGA, USGS

Trails Program - Santa Clarita FY2122 PROJECTED SERVICE BUDGET					WS Hart UHSD
<input checked="checked" type="checkbox"/> Original <input type="checkbox"/> Amendment <input type="checkbox"/> Revision					
Contractor Name and Address: WS Hart Union High School District - City SCV Proposal 21380 Centre Pointe Parkway Santa Clarita, CA 91350		Contract Number: _____	Federal ID Number: 95-6001532	Page ___ of _____	
Budget Period: 7/1/21-6/30/22		Effective Date: _____		Effective Date: _____	
Line No.		Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	OPERATING EXPENSES (1 Crew)				
2	Asst Trailboss (TBD) Salary. 80 hours @ \$24.41 / HR	\$1,953.00			\$1,953.00
3	Asst Trailboss (TBD) Health Benefits for 10 Days	\$900.00			\$900.00
5	OJT Wages for Students. 7 Students @ 70 hours @ \$15/hr	\$7,350.00			\$7,350.00
6	Payroll Account Technician - Student Payroll Processsing/ 80 hours @ \$22.34 hour @ .25 FTE.	\$446.80			\$446.80
7	Payroll Account Technician Health Benefits for 10 Days @ .25 FTE	\$263.92			\$263.92
8	Transportation - 8 passenger District van. 8 days @ \$50/dy.	\$400.00			\$400.00
10	Workers Comp for Student OJT 490 Hours @ \$15/hr X 2.80%	\$205.80			\$205.80
12					
14					
TOTALS		\$11,519.52			\$11,519.52

Total contract amount not to exceed \$11,519.52 in contract term