MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive Concord, CA 94519

AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT AND INDEPENDENT CONTRACTOR

Distric	THIS AGREEMENT is made this day of December the Mt. Diable Unified School of the Contractor. (hereinafter "District") and Total Event SF that the Contractor.
	District hereby engages Contractor to render services under the terms and conditions of this Agreement.
1.	Performance of Services
	(a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 5 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.
	(b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.
2.	<u>Compensation</u> . District agrees to compensate Contractor for the performance of the services on the following basis:
	Not to exceed \$\frac{60,000}{60,000}\$ for Services. The basis of the fee for Services shall be as follows: a. \$\frac{100}{200}\$ per hour, b. \$\frac{100}{200}\$ per engagement. \[\frac{100}{200}\$ - \frac{1110}{200}\$ - \frac{4000}{200}\$ - \frac{300}{200}\$ - \frac{324}{200}\$ - \frac{324}{200}\$ \(\frac{5800}{200}\$ \) \$\frac{100}{200}\$ \(\frac{300}{200}\$ \)
	\$
	BUDGET CODE(S)
	Check One:
	Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement. Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline. Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.
	Contractor shall be responsible for all expenses incurred in association with the performance of the Services.
3.	Term and Termination. This Agreement will become effective on 12/10/2021. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.
	Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching

- party. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.
- 4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.

- 5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. To the extent Education Code §45125.1 is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. Contractor shall provide the certification document attached hereto as Exhibit prior to commencing work under this Agreement.
- 6. <u>Rules and Regulations</u>. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
- 7. <u>Indemnification</u>. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
- 8. <u>Insurance</u>. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (with aggregate limit no less than \$4,000,000). EXCEPTION: Contracts of less than \$7,500 need only provide general liability insurance of \$1,000,000 per occurrence.
- 2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. Other Coverages When Applicable:

Purchase Requisition # <u>R126616</u>

- a. Professional Liability/Errors & Omissions Liability: \$1,000,000/occurrence, \$2,000,000/aggregate.
- b. Sexual Abuse and Molestation Coverage:
- c. Cyber Insurance:
- d. Other:

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

INSURANCE REQUIREMENTS No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance, Section 8, are hereby waived or modified as follows (note, a waiver for one type of insurance does not constitute waiver for all):						
Limits:						
Other: MIUSD LEGAL APPROVES INSURANCE AS Provided.						
The initials of the Superintendent, or his/her designee, and the General Counsel, are <u>required</u> to waive or modify any Insurance requirements in this Agreement:						
Superintendent or his designee General Counsel						

- 9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. <u>Limitation of District Liability</u>. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 11. <u>Notice</u>. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail,

registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

CONTRACTOR

Mt. Diablo Unified School District

1936 Carlotta Drive Concord, CA 94519-1397 Attn: Superintendent Bus. Name: Total Event SF Attn: Ami Peterson

Address: P.O. Box 8488
San Jose, CA 95155

Phone: 510-376-2326

Fax: 510-271-6881
Email ami@eventgroupsf.com

Tax ID #: 82-3914237

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 12. <u>Entire Agreement of Parties</u>. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 13. <u>California Law</u>. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- 14. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 15. <u>Waiver</u>. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 16. Equal Employment Opportunity. It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. D	IABLO UNIFIED SCHOOL DISTRICT	Name o	The Event Group/ f Company/Organization or Independent	Total Event Sf
Ву:	Signature of Principal/Budget Administrator Date	By:	Signature of Contractor/Consultant	12/10/2021 Date
Title:	Kevin Honey Principa	Title:	Ami Peterson Director	

Purchase Requisition # R126616	
Authorized and Approved by:	
Superintendent/Designee Date	
Prior to commencement of service, sign and forward completed	d original contract packet to Purchasing.
Ofiginator's Signature Date	College Park High School Site/Department Originating this Contract
Hasming Gregorian, Treasurer Print Name of Originator and Title	
Billing Address if reimbursed by outside agency—i.e. ASB, PTA,	PFC

original: Purchasing with Purchase Order copy: Contractor copy: Accounts Payable/Fiscal copy: Originator/Budget Administrator

Purchase Requisition # R126616

EXHIBIT "A"

LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR

IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE (NOTE THAT ALL PAYMENTS ARE GENERATED FROM AN INVOICE).

Planning and implementation of the Senior Ball for College Park High School at the Exploratorium on May 14, 2022.

PAYMENT SCHEDULE:

Deposit: \$16,800.00 Credit from 2020 Deposit: \$8,000.00 on or before 10/15/21

Half Final Min. Balance: \$ 7,375.00 on or before 4/14/22 (Total Event SF reserves the right to cancel any event if half the minimum balance due is not received one week prior to the event date.)

Final Min. Balance: \$ 7,375.00 on or before 5/20/22 (Based on minimum guarantee only – payment for all guests due)

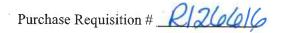


EXHIBIT "B" Contractor REQUIRED to Complete

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

Name (of Con	tractor:	Total Event SF		
Services to be performed under the Agreement:		e performed under the Agreement:	Event Planning		
		Specific Location(s) where performed:	College Park High School/ The Exploratorium		
Term of Agreement:		ement:	7 months		
		Check the applicable b	ox(es) and fill in any blanks.		
1		The Contractor hereby certifies that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with District students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). The following employees have successfully completed fingerprinting and criminal check clearance in accordance to law: (attach and sign additional pages, as needed)			
2	~	The Contractor hereby certifies that its employees/subcontractors will have NO CONTACT with pupils. (No school-site services will be provided.)			
3		The Contractor hereby certifies it qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason: Contractor and its employees/subcontractors will have LIMITED CONTACT with pupils. (Attach and sign additional page(s) with information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor/its employees will be working by themselves or with others, whether Contractor will be under continued monitoring/surveillance by a District employee (provide name and title of District employee) and any other factors that substantiate limited contact.) [EC 45125.1 (c)]			

Certification by Contractor

"I certify under penalty of perjury that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

ARA	
Authorized Contractor Signature	
Ami Peterson	12/10/202
Print Name	Date

ACORD R126616
CERTIFICATE OF LIABILITY INSURANCE

40000 0F (0040(00)

DATE (MM/DD/YYYY) 12/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES

1	BELOW. THIS CERTIFICATE OF INSU REPRESENTATIVE OR PRODUCER, A	RANG ND T	CE DO	DES NOT CONSTITUTE A	CONTR	ACT BETWE	EN THE ISSU	ING INSURER(S	, AUTH	ORIZED	
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Su	ite 550				ADDRI	ss: amaidjia	n@bbsocal.co	m			
Ar	aheim			CA 92806	-	040		RDING COVERAGE			NAIC #
INS	URED	_		CA 92000	INSUR	ERA: Great D	ivide Insuranc	e Company			25224
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	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT		\$	
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EM	PLOYEE	\$	
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLIC	Y LIMIT	\$	
758C	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 10	1, Additional Remarks Schedule,	may be att	ached if more spa	ace is required)				
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	Concord			CA 94518				Elule Tali			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Blanket as required by written contract executed prior to loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - **1.** In the performance of your ongoing operations; or
 - In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE - NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4. Other Insurance, subparagraph a., Primary Insurance is amended as follows:

a. Primary Insurance

00 FOF 40 00 04

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then we will share with all that other insurance by the method described in c. below. If the Named Insured has entered into an "insured contract" requiring that this insurance be primary and non-contributory, we will abide by that contract requirement.

Form W-9

(Flex Movember 2017) Department of the Treasury Internal Personal Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester, Do not send to the IRS.

Stowers become in the control of the		1 Name passhown by your income tax return). Name is required on this tree do not leave the line blank. Total Event SF		
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General Instructions

Socian references are to the internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W 9 and its instructions, such as legislation enacted after they were published, go to www.na.gov/FormWS.

Purpose of Form

An individual or entity (Form W-8 requester) who is required to ble so information return with the IRS must obtain your correct taspayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (TIN), adoption taxpayer identification number (ATN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the lollowing.

Form 1099-INT finterest earned or color

- Form 1089-DIV (dividends, including this letters stocks or mutual funds)
- Form 1099 M SC (various types of noome, pazes, awards, or grossproceeds)
- Form 1089-D intook or mutual fund sales and certain other Varisactions by brokers)
- . Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (morehant card and third party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tailtion)
- * Form 1099-C (carceled debt)
- * Form 1099-A (acquisition or abandonment of Secured property)

Use Form W-9 only if you are a U.S. person (not uting a resident aller), to provide your correct T.S.

If you do not neture Form W-8 to the migurator with a TM, you might be subject to nackup withhealding. See What is backup withhealding, leter.

R126616

Total Event SF P.O. Box 8488 San Jose, CA 95155 510-376-2326 phone

RECEIVED

SCHOOL SUPPORT

EVENT AGREEMENT

PREL	IM	IN_A	RV
LAGI	/# / V# .	# / Y Z	

TRANSACTION DATE: JULY 15, 2021 DATE OF EVENT: MAY 14, 2022 [SAT]

CLIENT: **COLLEGE PARK HIGH SCHOOL**

ADDRESS: 201 VIKING DRIVE, PLEASANT HILL, CA 94523

FEB 02 2002 SCHOOL PHONE: 925.682.7670 [FAX]: 925.676.7892

MS. JULIE CARPENTER Hasmig Gregorian **ORGANIZER:**

DIRECTOR, SECONDARY E.

FUNCTION: SENIOR BALL

ATTENDANCE: **UP TO 850 MINIMUM GUARANTEE:** 350 INITIALS

ARRIVAL TIME: 8:00 PM **EVENT TIME:** 8:00 – 11:00 PM

COST: \$113 PER PERSON

UP TO FOUR HOURS EXCLUSIVE USE OF THE EXPLORATORIUM'S WEST GALLERY (Located at: Pier 15 - San Francisco)

- GOURMET LIGHT HORS D'OEUVRES AND DESSERT DISPLAY
- UNLIMITED SODAS, JUICES, STILL OR SPARKLING WATER AND COFFEE
- DISC JOCKEY WITH LIGHT SHOW
- USE OF ALL INTERACTIVE GAMES AND DISPLAYS
- TABLES, CHAIRS, LINENS
- FLORAL CENTERPIECES

the event date.)

- APPLICABLE PERMITS AND ADDITIONAL INSURANCE (Required by the facility)
- ALL SET UP AND CLEANING
- EVENT GROUP HOST AND STAFFING

FINAL COUNT IS DUE BY 4/28/21. Any count given after this date will be charged a 10% surcharge.

NON-REFUNDABLE DEPOSIT & PAYMENTS:

Deposit: \$16,800.00 Credit from 2020 200271 Deposit: \$8,000.00 on or before 10/15/21

Half Final Min. Balance: \$ 7,375.00 on or before 4/14/22 (Total Event SF reserves the right to cancel any event if half the minimum balance due is not received one week prior to

Final Min. Balance: \$ 7,375.00 on or before 5/20/22 (Based on minimum guarantee only - payment for all guests due)

Two chaperones per 100 students are complimentary. Any additional people brought by your group, including service vendors, must be paid for. Cancellation policy: All deposits and payments are non-refundable.

Please make checks payable to	: "TOTAL EVENT SF".	
THIS AGREEMENT IS SIGNE	D AND THEREBY ACCEPTED ON:	
RV·	TITLE:	