

**Newport-Mesa Unified School District
and
The Freedom Committee of Orange County**

Consulting Agreement

This AGREEMENT is made and entered into this 27th day of August 2019 in the County of Orange, State of California, by and between the Freedom Committee of Orange County, Costa Mesa, California, hereinafter referred to as the "FCOC", "CONSULTANT" or "CONTRACTOR" and the Newport- Mesa Unified School District, hereinafter referred to as the "DISTRICT."

WHEREAS, the DISTRICT is in need of special services to bring living history into the classroom;

And

WHEREAS, such services and advice are not available at no cost from public agencies; and

WHEREAS, The FCOC is specially trained, experienced and competent to provide the special services and advice required;

NOW, THEREFORE, the parties hereto agree as follows:

1. Services To Be Provided by FCOC

To work with DISTRICT staff to facilitate the Freedom Committee of Orange County's Living History Program, inclusive of:

- Establishing the program at all six secondary schools
- Organizing veteran panels, individual and/or group interviews, veteran documentary projects, and veteran/student luncheons.

2. Consultant

The FCOC will commence providing services under this AGREEMENT from August 27, 2019 through June 30, 2020. The CONSULTANT will perform said services as an independent contractor and not as an employee of the DISTRICT. CONSULTANT shall be under the control of

the DISTRICT as to the results to be accomplished and not as to the means or manner by which such results are to be accomplished.

3. Compensation

The DISTRICT agrees to pay the FCOC for services satisfactorily rendered pursuant to this AGREEMENT as the sole CONTRACTOR.

- a. A flat fee of \$80,250 for the 2019-20 program year.
- b. Payment shall be made upon approval of the DISTRICT and receipt of an invoice from the FCOC. The FCOC's invoice shall be sent to:

Newport-Mesa Unified School District
2985-A Bear Street
Costa Mesa, CA 92626
Attention: Accounts Payable

4. Expenses

DISTRICT shall not be liable to the FCOC for any additional costs or expenses paid or incurred by the FCOC in performing services for the DISTRICT.

5. Materials

FCOC shall furnish all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: veteran/student luncheon expenses inclusive of food and venue costs may be arranged through a third party such as a school-connected organization.

6. Termination

This AGREEMENT may be terminated by FCOC or DISTRICT with or without cause, upon the giving of thirty (30) day's prior written notice to the other party.

7. Duty to Provide Fit Personnel

FCOC and subcontractors, if any, shall at all times enforce appropriate discipline and good order among their agents and volunteers and shall not assign any unfit person or anyone not skilled in providing the services required under this AGREEMENT. It shall be the responsibility of FCOC to ensure

compliance with this section. Any person in the assignment of FCOC or subcontractor, whom DISTRICT may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this AGREEMENT and shall not again provide services except with written consent of DISTRICT.

8. Hold Harmless

- a. DISTRICT hereby agrees to agree to indemnify, defend, and hold harmless FCOC, its Governing Board, its officers, agents and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of DISTRICT or the NEWPORT-MESA UNIFIED SCHOOL DISTRICT Board of Education during the period of this AGREEMENT.
- b. FCOC hereby agrees to indemnify, defend, and hold harmless DISTRICT, the NEWPORT-MESA UNIFIED SCHOOL DISTRICT Board of Education and their officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents, or officers of FCOC during the period of this AGREEMENT.

9. Insurance

FCOC shall, at FCOC's sole cost and expense, take out prior to commencing the work, and maintain in force and effect, from the commencement of services until expiration of this AGREEMENT, a policy or policies of insurance covering FCOC's services and furnish to DISTRICT a certificate of insurance evidencing all coverage and endorsements required hereunder. Said certificate of insurance shall be due upon execution of this AGREEMENT, or such subsequent date as agreed to by the DISTRICT. Such insurance shall be with an Insurance company admitted by the Insurance Commissioner of the State of California to transact such insurance in the State of California. Minimum coverage shall be as follows:

- a. General Liability Insurance for injuries including accidental death, to anyone person in an amount not less than \$1,000,000 per occurrence.
- b. Subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000 per occurrence.
- c. Property Damage Insurance in an amount not less than \$1,000,000 per occurrence.
- d. Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than \$1,000,000 per occurrence.
- e. An endorsement to said policy(s) naming DISTRICT and its officers, agents and employees as additional insured while rendering services under this AGREEMENT.
- f. Thirty (30) day written notice to DISTRICT of cancellation or reduction in coverage.

10. Assignment

FCOC shall not assign, transfer, convey, sublet or otherwise dispose of this AGREEMENT or of its rights, title or interest in or to the same or any part thereof.

11. Compliance With Applicable Laws

The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof; FCOC agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to FCOC.

12. Notices

All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The

address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Newport-Mesa Unified School District
2965 Bear Street
Costa Mesa, CA 92626
Attention: Purchasing

CONTRACTOR:

The Freedom Committee of Orange County
3465 Santa Clara Circle
Costa Mesa, CA 92626
Attention: Scott Williams, President

13. Tobacco Use Policy

In the interest of public health, the DISTRICT is proud to provide a healthy, tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the DISTRICT pursuant to DISTRICTS Policy 3620. Failure by CONTRACTOR to abide with the conditions of Policy 3620 may result in the termination of this AGREEMENT.

14. Non-Waiver

The failure of the DISTRICT in any one or more Instances to insist upon strict performance of any of the terms of this AGREEMENT or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to *any* extent of the right to assert or rely upon any such terms or options on any future occasion, 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 anyway.

15. Governing Law

The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

16. Provision of Law Clause

Each and every provision of law clause required by law to be inserted in the AGREEMENT shall be deemed to be inserted herein and the AGREEMENT shall be deemed and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the AGREEMENT shall forthwith be physically amended to make such insertion or correction.

17. Entire Agreement/Amendment

This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersede any prior or contemporaneous understanding *or* agreement with respect to the services contemplated, and may be amended *only* by a written amendment executed by both Parties to the AGREEMENT.

DISTRICT:

NEWPORT-MESA UNIFIED
SCHOOL DISTRICT

CONTRACTOR:

THE FREEDOM COMMITTEE OF
ORANGE COUNTY

Dr. Frederick Navarro
Superintendent

Scott Williams
President
The Freedom Committee of Orange County