

INGLEWOOD UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 7th day of March, 2019 by and between the INGLEWOOD UNIFIED SCHOOL DISTRICT, located at 401 South Inglewood Avenue, Inglewood, California 90301, hereinafter referred to as "District" and Los Angeles South Bay F.C., LLC located at 618 E. 97th Street Unit 2 Inglewood, CA 90301 hereinafter referred to as "Provider/Consultant."

WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the Inglewood Unified School District to contract with professionally trained Consultant to: improve the overall STEM knowledge through structured sports games and soccer teams that provide enrichment for student learning that is essential for academic success through the ASES program using 21st Century Skills that enhance the California Common Core Standards

WHEREAS, Provider in consideration of the mutual promises of the parties hereto, the District hereby retains the Provider upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, solely upon the following terms and conditions.

NOW THEREFORE, in consideration of the above facts and of the covenants and agreement contained herein, the parties hereto agree as follows:

1. TERM OF AGREEMENT: The term of this Agreement shall be for the period commencing March 7th, 2019 and terminating May 31, 2019

2. SERVICES: As directed by the District, Provider shall provide the services that are required by the District, including without implied limitation, the following:

- Centinela, Highland and Frank D. Parent K-8 Schools
- Educational Development in Physical Fitness through Structured Sports games and soccer teams for 5th through 8th grade ASES students at each school site
- Physical Fitness training sessions (2) days per week (1) hour per day per gender for practice
- Monitor participating students' behavior on the playground for the ASES After School Program for all classes

The scope of the services provided shall be pursuant to this Agreement and subject to the approval of the District's designee in the District's sole, absolute and subjective discretion. In performing the services specified by the District as set forth herein above, Provider shall determine the methods, details, and means of providing such approved or agreed services. However, upon request, Consultant shall submit a written summary of Provider's methods, details and means of providing such services.

Provider shall provide services at the direction of the District's designee in this matter who is designated as:

LOURDES HALE, EXECUTIVE DIRECTOR OF STATE AND FEDERAL PROGRAMS

A. PRODUCTS: As a result of providing the services described in this Section 2, the Consultant shall also provide the following products:

- A Weekly attendance and Monthly progress reports for the three ASES after school sites serviced.
- A Monthly meeting with the IUSD - ASES District Coordinator, L. Babin
- A Final report to discuss the pre- and post- assessment data gathered and our students' progress including feedback on all 5th through 8th graders in preparation for their annual Physical Fitness Exams
- Single or Multiple instructors per school site to teach (1) class of (20) students boys/girls teams twice a week for (1) hour of Structured Sports games for all students per school site with (4) league games between the schools
- Closing Ceremonies / Presentations with Certificates of Completion for students

The products required by this Agreement must be provided to the District's designee as requested in writing. The terms of product submission shall be attached to this Agreement and incorporated by reference. In no event shall the final product due be submitted later than ten (10) days prior to the expiration of the term the Agreement. Failure to do so will result in the District withholding payment of the final invoice of Consultant until said products are received by the District's designee.

The District's designee shall indicate acceptance of the required products in writing to the Consultant within ten working days of receipt of same. The memo shall be conclusive evidence of the receipt of the products by the District.

LOCATION: Provider shall provide the contracted services at the following location:
Centinela, Highland, and Frank D. Parent K-8 Schools

However, it is understood and agreed that the time and place said services shall be rendered may be changed from time to time as determined by the District's designee.

3. COMPENSATION: District shall pay Provider a maximum amount of \$ 3,000.00 pursuant to this Agreement. Provider shall not be entitled to any other compensation or benefits from District of any kind or type, including, without implied limitation, benefits, insurance, and/or in-kind services.

Paid as follows for the months of:

March 31, 2017	\$ 1,000.00
April 30, 2017	\$ 1,000.00
May 31, 2017	\$ 1,000.00

Provider shall provide a monthly invoice to the District's designee detailing the time spent, date(s) of services, and the exact location of services provided for the preceding month and any other billing breakdown as may be required by the District. The purchase order number must be shown on each invoice. Consultant shall, when requested by District, invoice individual projects separately by line item showing the type and quantity of time expended on the specific project(s). Consultant shall account for and invoice hours worked pursuant to this Agreement separately from any other agreement between the parties.

Progress payments shall be made by District at monthly intervals within a reasonable time thereafter, but in no event shall it exceed 60 days from receipt of an invoice from Consultant.

Provider shall assume all ordinary expenses incurred in connection with the performance of this Agreement. Such ordinary expenses shall include, without implied limitation, document reproduction expenses, computer and telephone charges. Services and expenses that are above the ordinary and are required shall not be reimbursable unless previously authorized in writing by District's designee and controlled by a Board approved addendum to this Agreement.

4. INDEPENDENT CONTRACTOR: While performing services hereunder, the District and Consultant acknowledge that Provider is an independent contractor and not an officer, agent or employee of the District. Consequently, Provider shall pay all personal State and federal taxes as an independent contractor and acknowledges that, as an independent contractor, Provider is not covered under California workers' compensation, unemployment insurance or other employment-related laws.

Provider shall at all times remain solely responsible for the services to be provided pursuant to this Agreement, regardless of whether Provider should choose to employ any agent(s), employees(s) or other representative(s) to perform any or all such service; provided however, because of Provider's special expertise and potential contact with students, Provider shall not subcontract, assign or otherwise transfer any portion of the services of this Agreement or any interest therein, without the prior written approval of the District's designee and the Superintendent in the District's sole absolute and subjective discretion. Any such attempts to subcontract, assign or otherwise transfer any portion of the services or this Agreement without the prior written approval of the District shall be void and without effect, and shall permit the District to terminate this Agreement immediately with no further payments due to Provider for work subcontracted, transferred or assigned as of the date of termination or the transfer, subcontracting or assignment whichever first occurred. In the event Provider is given written approval for the use of subcontractors, Provider acknowledges that all subcontractors shall comply with Section 6, Criminal Background Checks, of this Agreement. Any failure of Provider's subcontractors to comply with the terms of Section 6 shall subject Provider to liability pursuant to Section 7, Indemnity, of this Agreement.

Any subcontractor(s) allowed shall be at no additional expense to the District, and shall be paid from Provider's own resources and billings. Provider shall pay all wages, salaries, benefits and other amounts due to Provider's subcontractors, and shall be fully responsible for all reports and obligations respecting Provider's subcontractors.

5. INSURANCE: Provider shall, at Provider's expense, procure and maintain for the duration of this Agreement, general liability, workers' compensation and any other insurance required by applicable law or necessary to protect against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by Provider and Provider's subcontractors, agents, or representatives. All commercial general liability or comparable policies maintained by Provider will name the District, and such other persons as may be designated by the District as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, board members, and employees as a result of the acts or omissions of Provider. Provider must immediately notify District of any reduction or termination in coverage.

A. LIABILITY INSURANCE: The general liability insurance shall have an each occurrence limit of not less than one million dollars (\$1,000,000) or as solely determined by the District by and through the Superintendent or designee.

B. WORKERS' COMPENSATION INSURANCE: The workers' compensation insurance shall insure Provider's obligations and liabilities under the workers' compensation laws of the State of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.

6. CRIMINAL BACKGROUND CHECKS: As an independent contractor providing services requested by the District, Provider warrants and represents that, in the performance of this Agreement, neither Provider nor any of Provider's employees, and subcontractors, if approved pursuant to Section 4 of this Agreement, shall have substantial contact with any students. However, in the event that Provider or any of Provider's employees, or subcontractors may have more than limited contact with students as may be determined by the District in its sole, absolute and subjective discretion, Provider and all of Provider's employees, and subcontractors shall comply with all requirements related to fingerprinting as set forth in Education Code section 45125.1, and all District Administrative Regulations relating to the same and Criminal Background Checks, prior to any contact with any students, including without implied limitation, prior to coming onto school grounds.

7. INDEMNITY: The Provider shall defend, with Counsel chosen by District, and shall hold and keep harmless the District and all of its officers, employees, volunteers, attorneys, agents and assigns thereof from all claims, demands, causes of action, costs, expenses, liability, loss, damages or injury, in law or equity that may at any time arise or be set up because of injuries to or death of persons, including wrongful death, or damage to, loss, or theft of property, including District's personnel and property, in any manner arising out of, or in the course of, the performance of this contract or incident to any alleged acts, omissions or willful misconduct of Provider, Providers subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of services of this Agreement, including without implied limitation, the payment of all consequential damages and attorney's fees and other related costs and expenses. Provider shall defend, with counsel chosen by District, at Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns. Provider shall pay and satisfy any judgment, award or decree that may be rendered against District or its board members, superintendent, employees, volunteers, attorneys and agents in any such suit, action or other legal proceeding. Provider shall reimburse District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its board members, superintendent, employees, volunteers, attorneys, agents and/or assigns.

8. CONFIDENTIALITY: Provider and all personnel designated by Provider to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. All materials and data prepared by Provider under this Agreement shall become the property of the District during and upon completion of the terms of this Agreement. All materials and data must be submitted to the District within 10 days of demand by the District.

9. CONFLICTS: Provider shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the District. Provider agrees to abide by the District's Conflict of Interest Policy. Notwithstanding any other provision contained herein, the District shall, in the District's sole and complete discretion, have the right to immediately terminate this Agreement in the event it is determined by the Superintendent that a real or apparent conflict of interest exists that cannot be resolved.

10. TERMINATION: Except as otherwise provided in this Agreement, this Agreement may be terminated for any reason by giving 30 days' written notice to the other party.

11. LICENSING: Provider shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the services required pursuant to this Agreement.

12. COMPLIANCE WITH LAWS: Provider shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of services. In the event Provider performs any work contrary to such laws, rules and regulations, Provider shall be solely responsible for all costs arising there from.



Inglewood Unified School District

Fingerprint and Criminal Background Check Certification

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Agreement between the **Inglewood Unified School District** ("DISTRICT") and the individual, _____ L.A. South Bay F.C., LLC _____ company or contractor named ("**VENDOR,**") for provision of _____ services.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

REQUIREMENTS SATISFIED:

- A) The VENDOR hereby certifies to the DISTRICT'S governing board 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).

List below, or attach, all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

SERVICES MAY BEGIN AFTER THE CONTRACT IS EXECUTED

~OR~

WAIVER JUSTIFICATION

- B) The VENDOR qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.
 - The VENDOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
 - The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1 (c)]
 - The VENDOR and its employees will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2 (a)]

--Check all methods to be used:

 - 1) Installation of a physical barrier at the worksite to limit contact with students
 - 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious of violent felony as ascertained by the DOJ
 - 3) Surveillance of employees of the VENDOR by school personnel
 - The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the VENDOR'S sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of VENDOR provided services.

Angelina Sanchez
Authorized VENDOR signature

Angelina Sanchez
Printed Name

President
Title

2-12-2019
Date

SERVICES MAY BEGIN AFTER THE CONTRACT IS EXECUTED



Inglewood USD Soccer Academy

Soccer Partnerships

L.A. South Bay F.C. Gold

L.A. South Bay will:

- Provide technical support under the supervision of the two Director of Soccer Humberto Villegas and Nahoul Gonzalez
- Provide all year spots to the school teams training (participants to be chosen by Principal, ASES director of program, or school PTA.
- Provide all year Events for Students Athletics Sports and activities, professional player and/or coaches appearances at special events at dates to be mutually agreed upon. (depending on player/coach availability at a time and date to be mutually agreed upon)
- Provide four (3) free clinics at site and dates to be mutually agreed upon (maximum 20 players per clinic at a time and date to be mutually agreed upon)
- Provide coaches training session at the Coleman Stadium (depending on coach availability at a time and date to be mutually agreed upon)
- Participate in events to scout players U5-U19 by Inglewood all-star Academy coaching staff. Times and dates to be mutually agreed upon
- Schedule games versus other Youth teams.
- Create sponsorship opportunities partnership
- Help the school to fundraise for the athletic program
- Provide special package for program to Attend Professional Games at low cost or free.
- Include club information on L.A. South Bay F.C. website
- Provide recognition during the games purchased with package.
- Use of HDC field #5 for a game prior to game at el Camino Stadium. (depending on field availability at a time and date to be mutually agreed upon)
- Two (2) Meet and Greet practice sessions at the Inglewood Coleman Stadium (Maximum of 40 participants per school)
 - Pre-game coach chalk talk for coaches with
 - (Pre-Game) Parade of Champions for 200 people
 - High five line for 200 participants

Youth Program will include:

- Assign member of club as liaison to work with our staff member step by step.
 - Minimum Package of 1,000.00
- a. 6 games League
 - b. Trophies for 1st and 2nd place and plaque
 - c. Individual medals for the boys and Girls Team
 - d. One final match TBD
- Will make introductions to community partners (park and recs. soccer clubs, members of the community, etc.)



Inglewood USD Soccer Academy

Soccer Partnerships

L.A. South Bay F.C. Gold

Budget

Expenses

**Los Angeles South Bay F. C., LLC to provide Structured Sports Activities for the After School Educational and Safety Program at Centinela, Highland and Parent Schools for F/Y 2018-2019 Pay by the ASES Program
1,000.00 per school a total of 3,000.00**

Other Cost and Additional Services if needed
Uniform Set

CORE Coach's training 180 session 30,000.00

(\$ 44 Uniforms included 22 boys 22 girls
4 School Soccer Camp (\$200 ea.)
max 40 Kids 200 included
Player appearances (\$) base on the player TBA included
Clinics (\$250 ea.) 250 included
Usage of field Coleman Stadium (4 hours) \$ 600.00
Usage of Morningside Fields (4 hours) \$ 600.00
Coca Cola Tournament \$ 300.00
Copa Telemundo \$ 300.00
All-star Tournament \$ 500.00
Scouting events \$ 200.00

Director of the School Program

School District

President

L.A. South Bay F.C. Directors