

**AGREEMENT FOR SERVICES
[Young Rembrandts]**

THIS AGREEMENT is made and entered into as of the 20th day of September, 2023 (the "Effective Date"), by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California ("City"), and Young Rembrandts, a California Corporation ("Consultant").

RECITALS

- A. City requires the services of an Extended Learning Enrichment provider.
- B. Consultant has the necessary experience in providing such services.
- C. Selection of Consultant is expected to achieve the desired results in an expedited fashion.
- D. Consultant has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. City retains Consultant to perform, and Consultant agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated herein by reference. City will have the right to modify the scope of work to delete tasks in whole or in part. Any individuals listed as "Key Personnel" on Exhibit "A" will perform the roles ascribed to them in Exhibit "A". Consultant may not change the list of Key Personnel without the prior written consent of the City.
2. Standard of Performance. While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the urban Northern California Area. Consultant will also use reasonable diligence and best judgment while exercising its professional skill and expertise.
3. Term. Unless terminated earlier pursuant to Section 21, the term of this Agreement will begin on the Effective Date and will end when Consultant has performed the Services completely.
4. Schedule. Consultant will adhere to the schedule set forth in Exhibit "A", provided, that City, in its discretion, may grant reasonable extensions when performance of the Services is delayed due to unusually lengthy governmental reviews or other unexpected, unavoidable circumstances. Such circumstances will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

5. Time is of the Essence. Time is of the essence for each and every provision of this Agreement.

6. Compensation. City will pay to Consultant a not-to-exceed amount of Ninety Two Thousand and One Hundred Sixty Dollars (\$92,160) for the completion of all the work and services described herein, which sum will include all costs or expenses incurred by Consultant, payable as set forth in Exhibit "A". City will have the authority to withhold a 10% retention until it has accepted all of the Services as complete.

6.1 Consultant must submit applications for payment that contain the following:

6.1.1. A clear, detailed invoice reflecting Services for which Consultant is billing City;

6.1.2. A summary sheet showing hourly rates (if applicable);

6.1.3. Number of hours worked;

6.1.4. Percentage of Services completed to date;

6.1.5. Amount/percent billed to date;

6.1.6. Current status of all tasks within a project;

6.1.7. Any backup documentation reasonably necessary to substantiate the preceding items; and

6.1.8. Any changes to the anticipated work schedule.

6.2. The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its officers, agents, employees, consultants, or subcontractors (collectively, "Consultant Personnel"). City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Consultant or any Consultant Personnel. Consultant agrees to reimburse City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City makes on behalf of Consultant or any Consultant Personnel for work done under this Agreement. At the City's election, City may deduct the reimbursable amount from any balance owing to Consultant.

7. Status of Consultant. Consultant will perform the Services as an independent contractor and not as an employee of City. The persons used by Consultant to provide services under this Agreement will not be considered employees of City for any purposes.

8. Labor Code Prevailing Wage. To the extent required by law, Consultant will comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages. When prevailing wage rules are applicable, the following provisions apply:

8.1. No less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Services under this Agreement will be paid to all workers, laborers and mechanics employed in the execution of the Services by the Consultant or any subcontractor doing or contracting to do any part of the Services.

8.2. The appropriate determination of the Director of the California Department of Industrial Relations will be filed with and available for inspection at City offices.

8.3. Consultant will post, at each job site, a copy of the prevailing rate of per diem wages.

8.4. The Consultant will forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Consultant.

9. Subcontracting. Consultant will not subcontract any portion of the Services without prior written approval of the City Manager or their designee. If Consultant subcontracts any of the Services, Consultant will be fully responsible to City for the subcontractor's acts and omissions as Consultant is for the acts and omissions of persons directly employed by Consultant. Such responsibility will include responsibility for the acts and omissions of the subcontractor's officers, employees, consultants, subcontractors, and agents. Nothing contained in this Agreement will create any contractual relationship between City and any subcontractor, and Consultant will be responsible for paying subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement that bind Consultant unless specifically noted to the contrary in the subcontract and approved in writing by the City Manager or their designee.

10. Other Consultants. City reserves the right to employ other consultants in connection with the Services.

11. Indemnification.

11.1 Consultant will defend, indemnify and hold harmless (collectively "Indemnify") City and its officers, boards and commissions, agents, employees and volunteers (collectively "Indemnitees") from and against all claims, damages, losses and expenses including attorney fees (collectively "Losses") arising out of the performance of the Services, caused or claimed to be caused by the acts,

errors and/or omissions of Consultant, or any Consultant Personnel or anyone for whose acts any of them may be liable (collectively, "Responsible Parties"). Consultant's responsibilities under this Section 11 include liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of City, which may be in combination with the acts or omissions of any Responsible Party, provided that Consultant's duty to Indemnify will not include any Losses arising from the sole negligence or willful misconduct of City.

11.2 Notwithstanding Consultant's obligation to defend City hereunder, City has the right to conduct its own defense and seek reimbursement for reasonable costs of defense from Consultant, if City chooses to do so.

11.3 Consultant agrees to pay any and all costs City incurs enforcing the provisions set forth in this Section 11.

11.4 Subsection 11.1 notwithstanding, in accordance with California Civil Code Section 1668, as amended, nothing in this Agreement will be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law.

11.5 Nothing contained in this Agreement will be construed to require Consultant to Indemnify Indemnitees against any responsibility or liability in contravention of California Civil Code Section 2782.8, as amended. To the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as amended, such duties of Consultant to indemnify will not apply when to do so would be prohibited by California Civil Code Section 2782 as amended.

11.6 The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation plan is included as a loss, expense or cost for the purposes of this Section 11.

11.7 Acceptance by City of Consultant's services and duties will not operate as a waiver of City's rights under this Section 11.

11.8 The parties expressly agree that this Section 11 will survive the expiration or early termination of the Agreement.

12. Insurance. Consultant will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than "A-VII".

12.1 Coverages and Limits. Consultant, at its sole expense, will maintain the types of coverages and minimum limits indicated below, unless otherwise approved by City in writing. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement.

12.1.1 Commercial General Liability Insurance. Consultant will maintain occurrence based coverage with limits not less than \$2,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy will be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

12.1.2 Business Automobile Liability Insurance. Consultant will maintain coverage with limits not less than \$1,000,000 per each accident for owned, hired and non-owned automobiles. For on-call services agreements, the Business Automobile Liability insurance policy will be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

12.1.3 Workers' Compensation Insurance. Consultant will maintain coverage as required by the California Labor Code. The Workers' Compensation policy will contain an endorsement stating that the insurer waives any right to subrogation against the City, its officers, agents, employees and volunteers.

12.1.4 Employer's Liability Insurance. Consultant will maintain coverage with limits not less than \$1,000,000 per each accident for bodily injury or disease.

12.1.5 Professional Liability Insurance. Consultant will maintain coverage with limits not less than \$1,000,000 per occurrence. Professional Liability may be written as claims-made coverage.

12.2. Notice of Cancellation. This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without Consultant providing thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

12.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Consultant will provide to City certificates of insurance and above-referenced endorsements sufficient to satisfaction of City's

Risk Manager. In no event will Consultant commence any work or provide any Services under this Agreement until certificates of insurance and endorsements have been accepted by City's Risk Manager.

12.4 Failure to Maintain Coverage. If Consultant fails to comply with these insurance requirements, then City will have the option to declare Consultant in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Consultant is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.

12.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete copies of any or all required insurance policies and endorsements.

13. Business License. Consultant will obtain and maintain a City of Redwood City Business License for the term of the Agreement, including any extension terms.

14. Ownership of Documents. If Exhibit "A" or any task order or purchase order under this Agreement lists a document, report, or other material as an item to be provided by Consultant to City (a "Deliverable"), such Deliverable will be and remain the property of City. Consultant will provide a copy of all Deliverables to City in their native format. Consultant may retain one copy of any Deliverable for its internal records, but it may not use a Deliverable for any other purpose without the prior written consent of City. Any reports and other material prepared by or on behalf of Consultant under this Agreement that are not Deliverables (collectively, the "Consultant Documents") will be and remain the property of Consultant. City may request copies of Consultant Documents, and to the extent Consultant agrees to provide copies of such Consultant Documents, they may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem appropriate without further employment of or payment of any compensation to Consultant.

15. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Such records will not be Deliverables prepared for City and will be Consultant Documents for purposes of this Agreement. Nothing herein will convert such records into public records, and they will be available only to City and any specified public agencies. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow City to inspect of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

16. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in City, and Consultant relinquishes all claims to the copyrights in favor of City.

17. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Consultant under this Agreement.

For City:

City of Redwood City
Attention: City Manager
1017 Middlefield Road
Redwood City, CA 94063
(650) 780-7000

For Consultant:

Young Rembrandts
Attention: Shital Thakrar
Program Director
4625 Aviara Court
San Jose, Ca 95135
(650) 644-7757

Except as otherwise stated, all notices provided under this Agreement must be in writing and delivered by regular and certified mail. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

18. Conflict of Interest. If disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Consultant or any Consultant Personnel, Consultant or Consultant Personnel will complete and file with the City Clerk the Statement of Economic Interests Form 700.

Consultant, for Consultant and on behalf of all Consultant Personnel, warrants by execution of this Agreement that they have no interest, present or contemplated, in the projects affected by this Agreement. Consultant further warrants that neither Consultant, nor any Consultant Personnel have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Consultant will file with City an affidavit disclosing this interest.

19. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations.

20. Discrimination and Harassment Prohibited. Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

21. Termination.

21.1 Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement.

21.2 If Consultant fails or refuses to perform any of the provisions of this Agreement, and if Consultant does not cure the default within five (5) days of the City providing a written notice specifying the nature of the default, City may terminate this Agreement immediately by giving written notice to Consultant.

21.3 If City materially fails or refuses to perform any of the provisions of this Agreement, and if City does not cure the default within thirty (30) days of Consultant providing a written notice specifying the nature of the default, Consultant may terminate this Agreement immediately by giving written notice to City.

21.4 Within ten (10) days of termination pursuant to this Section 21 or of the natural expiration of this Agreement, Consultant will assemble any Deliverables without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed up to the termination date; however, the total will not exceed the amount payable under this Agreement. City will determine the final payment amount based upon the value of the work product delivered to City and the percentage of the Services performed.

22. Covenants against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

23. Claims and Lawsuits. Consultant acknowledges that if a false claim is submitted to City by Consultant, Consultant may be subject to criminal prosecution for fraud. Consultant also acknowledges that California Government Code sections 12650 *et seq.* (the False Claims Act), as amended, applies to this Agreement and provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding. As a result of such proceeding, Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges that disbarment by another jurisdiction is grounds for City to terminate this Agreement.

24. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California.

The Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

25. Successors and Assigns. This Agreement will be binding upon the Parties and their respective successors and assigns. Consultant may not assign this Agreement, nor any part of it, nor any monies due or to become due under it without the prior written consent of City, which City may withhold in its sole discretion.

26. Paragraph Headings. Headings in this Agreement are for convenience only and are not part of any provision in this Agreement. No heading will be construed to change the meaning of any provision.

27. Entire Agreement; Conflicts. This Agreement, together with any other written document referred to or contemplated by it, along with any purchase order or task order for this Agreement, embodies the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede any purchase order or task order and any other attachment or exhibit.

28. Amendments. This Agreement may only be amended, modified, waived or discharged in a writing signed by both Parties.

29. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

30. Electronic Signatures. If all Parties agree, electronic signatures may be used in place of original signatures on this Agreement. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Parties will rely on the electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature. After all Parties agree to the use of electronic signatures, all Parties must sign the document electronically.

(Signature Page Follows)

CITY:

City of Redwood City,
1017 Middlefield Road
Redwood City, CA 94063

By: Melissa Stevenson Diaz
Melissa Stevenson Diaz,
City Manager

ATTEST:

Y Castro

Yessika Castro, Interim City Clerk

CONSULTANT:

Young Rembrandts
Attention: Shital Thakrar
4625 Aviara Court
San Jose, CA 95135

*By: S. P. Thakrar
[Shital Arpit Thakrar \(Aug 24, 2023 19:50 PDT\)](#)

**By: _____

Printed Name: Shital Arpit Thakrar

Printed Name: _____

Title: Program director

Title: _____

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, **or**
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

EXHIBIT "A"

SCOPE OF SERVICES AND FEE

Young Rembrandts will provide Cooking and Chess enrichment classes for REACH after school programs located at Adelante Selby Lane, Roosevelt, Henry Ford and Orion Schools

Activities: Chess and Cooking Enrichment Classes
Dates: September 18 – May 30

Adelante Selby

Chess:

12 classes; maximum 20 students

12 classes x \$400 per class = \$4,800

Cooking:

28 Classes; maximum 20 students

28 classes x \$480 per class = \$13,440

Roosevelt School

Chess:

28 classes; maximum 20 students

28 classes x \$400 per class = \$11,200

Cooking:

28 classes: maximum 20 students

28 classes x \$480 per class = \$13,440

Henry Ford School

Chess:

28 classes; maximum 20 students

28 classes x \$400 per class = \$11,200

Cooking:

28 classes: maximum 20 students

28 classes x \$480 per class = \$13,440

Orion School

Chess:

28 classes; maximum 20 students

28 classes x \$400 per class = \$11,200

Cooking:

28 classes: maximum 20 students

28 classes x \$480 per class = \$13,440

Contractor will be paid at end of service upon receipt of an invoice consistent with Section 6, Compensation.