

Contract

Purpose:

It is the intent of the Garden Grove Sanitary District (hereinafter referred to as the "District") to contract with the Discovery Science Center of Orange County (hereinafter referred to as "DSC"), (collectively hereinafter referred to as the "Parties") for the delivery of an education program focused on the messages of "Reduce, Reuse & Recycle" as highlighted by the Eco Challenge exhibit located at DSC.

Section I: Parties

Discovery Science Center of Orange County
2500 North Main Street, Santa Ana, CA 92705

Contact(s):

Sean Fitzgerald, Vice President, Sales and Strategic Development
Phone: 714-263-3824 Email: sfitzgerald@discoverycube.org

Janet Yamaguchi, Vice President, Education
Phone: 714-913-5005 Email: jyamaguchi@discoverycube.org

Garden Grove Sanitary District
11222 Acacia Parkway, Garden Grove, CA. 92840

Contact(s):

A.J. Holmon III, Environmental/Streets Manager
Phone: 714-741-5956 Email: ajh@ci.garden-grove.ca.us

Section 2: Scope of Work

Unless otherwise noted, the education program provided under this agreement is the same as the Eco Challenge education program developed by DSC in partnership with the County of Orange Waste & Recycling Department (hereinafter referred to as the "Education Program" or the "Program"). The Education Program provided under this agreement includes:

- Interactive in-class instruction (the "Workshop") using curriculum developed for the Eco Challenge education program and featuring an interactive student keypad response system
- A student booklet summarizing key concepts to accompany the in-class Workshop
- Incentive for visiting a Household Hazardous Waste Collection Center
- Take-home items and a home survey for each student

- Classroom resources used to accompany the in-class Workshop
- A field trip to DSC for the students receiving the in-class Workshop including a bus stipend

DSC will provide all aspects of Education Program delivery including:

- Booking of in-class Workshops and accompanying field trips
- Providing teachers for the in-class Workshops and assigning staff to lead field trips while at DSC
- Procuring, storing and managing delivery of classroom supplies and equipment, take-home items and educational booklets needed to complete the Workshop
- Collecting, analyzing and reporting on home surveys

Section 3: Term

This agreement commences July 1, 2016, and extends through June 30, 2018. These dates are intended to provide the education program in two school years, specifically 2016-17 and 2017-18, to a target of 940 5th and 6th grade students per school year. Any changes to the student count or any other program elements would be subject to the terms described in Section 4.

Section 4: Modification

Unless otherwise noted, any modification to the Program or amendment of this agreement will be valid or binding only with the written consent of both Parties.

Section 5: Termination

Should either party wish to terminate this agreement prior to the 2016-17 school year, written notice must be provided no later than July 1, 2016. If no such notice is received, all elements of the program, including pricing, student count and program elements will be considered as acceptable for the coming school year. Thereafter, early termination of this agreement shall require the written mutual consent of the parties.

Section 6: Cost and Fee Schedule

Costs for program delivery will be on a per student basis at a rate of \$22.62 each, plus \$20 per classroom visited (for classroom disposal bins used in the assembly)

and \$200 per bus stipend (each stipend to cover transportation costs for approximately 45 students).

Costs for program delivery will not exceed \$26,095 per fiscal year (July 1st through June 30th each year) and will include all elements noted in Section 2.

An initial start-up payment of \$8,234 shall be paid by District to DSC at the beginning of each school year. This initial payment will fund the capital costs of the program that are purchased in advance. This includes student booklets, take-home items, and the classroom waste disposal bins used in the assemblies. Invoices will then be sent to District each month detailing students taught in that month and billing for the in-class instruction and field trip costs. Payments for each month's invoice will be due upon receipt. Invoices not paid within 45 days of the invoice date shall be subject to a late payment fee equal to 1.5% of the invoice amount, compounding monthly from the date of the invoice.

Section 7: Non-performance

In the event either Party has not carried out its obligations under any aspect of this Agreement, the non-defaulting Party shall give notice in writing to the other party of the non-performance. The written notification shall outline acceptable options for correction of the non-performance issue. If the default is not remedied within 10 business days, or an alternative timetable mutually agreed to in writing by both parties, then the non-defaulting party may commence legal action.

Section 8: Insurance Requirements

- 8.1 COMMENCEMENT OF WORK. DSC shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the DISTRICT. DSC shall be responsible to collect and maintain all insurance from any subcontractors. All subcontractors shall obtain and maintain the same insurance as required of DSC. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the DISTRICT of any material change, cancellation, or termination at least thirty (30) days in advance.
- 8.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, DSC shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable.

8.3 INSURANCE AMOUNTS. DSC shall provide and maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to the DISTRICT and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the DISTRICT.
- (b) Automobile liability in an amount not less than \$1,000,000 combined single limit; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to the DISTRICT and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the DISTRICT.
- (c) Sexual misconduct liability in amount not less than \$1,000,000 per occurrence; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to the DISTRICT and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the DISTRICT.

An Additional Insured Endorsement, **ongoing and products-completed operations**, for the policy under section 8.3 (a) shall designate DISTRICT, City of Garden Grove, and their respective officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the DSC. DSC shall provide to the DISTRICT proof of insurance and endorsement forms that conform to DISTRICT's requirements, as approved by the DISTRICT.

An Additional Insured Endorsement for the policy under section 8.3 (b) shall designate DISTRICT, City of Garden Grove, and their respective officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the DSC shall provide to the DISTRICT proof of insurance and endorsement forms that conform to the DISTRICT's requirements, as approved by the DISTRICT.

An Additional Insured Endorsement for the policy under section 8.3 (c) shall designate the DISTRICT, City of Garden Grove, and their respective, officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of sexual misconduct. DSC shall provide to the DISTRICT proof of insurance and endorsement forms that conform to DISTRICT's requirements, as approved by the DISTRICT.

For any claims related to this Agreement, DSC's insurance coverage shall be primary insurance as respects to the DISTRICT, City of Garden Grove, and their respective officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the DISTRICT, City of Garden Grove, and/or their respective officers, officials, employees, agents, or volunteers shall be excess of the DSCS's insurance and shall not contribute with it.

If DSC maintains higher insurance limits than the minimums shown above, SC shall provide coverage for the higher insurance limits otherwise maintained by the DSC.

Section 9: Indemnification

DSC shall indemnify, defend and hold harmless the District, its directors, officers, agency, representatives and employees, from and against any and all claims, costs, damages, losses, expenses (including reasonable attorney's fees) or other liabilities resulting from, alleged to result from or in any manner arising out of the negligent or willful acts or omissions of DSC, its directors, officers, employees or agents in the performance of its duties under this Agreement.

The District shall indemnify, defend and hold harmless, DSC its directors, officers, agency, representatives and employees, from and against any and all claims, costs, damages, losses, expenses (including reasonable attorney's fees) or other liabilities resulting from, alleged to result from or in any manner arising out of the negligent or willful acts or omissions of the District, its directors, officers, employees or agents in the performance of its duties under this Agreement.

Section 10: Notice.

Any notices required or permitted to be given under this Agreement shall be in writing and personally delivered to the Party to which it is directed, or deposited in the U.S. Mail, postage prepaid addressed as follows:

If to District:

Garden Grove Sanitary District
Attention: A.J. Holmon, Environmental/Streets Manager
11222 Acacia Parkway
Garden Grove, CA 92840

If to DSC:

Discovery Science Center of Orange County
Attention: Joe Adams, President
2500 North Main Street
Santa Ana, CA 92705

AUTHORIZATION

By their execution of this Agreement, the persons executing this Agreement represent that they have been duly authorized to do so by the Party on whose behalf they have signed this Agreement, and that Party is bound by the terms hereof.

"DISTRICT"

GARDEN GROVE SANITARY DISTRICT

By: _____
General Manager

Date: _____

ATTESTED:

Secretary

"DSC"

DISCOVERY SCIENCE CENTER OF ORANGE COUNTY

By: 

Name: Joe Adams

Title: President

Date: May 10, 2016

Tax ID No. 33-0828380

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to DISTRICT.

APPROVED AS TO FORM:

General Counsel