

SB County



SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION
LEADERSHIP • COMMUNITY • SERVICE
JAMES J. BRESCIA, Ed. D., SUPERINTENDENT

COVER SHEET FOR ALL AGREEMENTS

(Facility Leases, MOAs, Consultant Agreements, Business Services Agreements)

ROUTING FOR REVIEW & APPROVAL

Division Head
 SR Bus. Svcs. Exec. Assist. For Tracking
 SS Assistant Supt. Business Svcs.
 JJB Superintendent
 MA Fiscal Services Director/Staff for Budget
 Copy to AR if Invoicing Necessary

DISTRICT/AGENCY/CONSULTANT: Workforce Development Board-SLO County, SB County, Ventura County DATE SIGNED: _____

AGREEMENT START DATE: 5/2/23 AGREEMENT END DATE: 06/30/2023

RENEWAL TERMS: TBD (Annual -month/time of year) (Automatic until terminated) *Please notify Accts Receivable of terminated agreements

DESCRIPTION OF AGREEMENT: review the draft plans & analyze data for apprenticeship opportunities

DISTRICT POINT OF CONTACT:

NAME / TITLE: Luis Servin

EMAIL: lservin@countyofsb.org

PHONE: 805-681-4453 ext. _____

SLOCOE POINT OF CONTACT:

NAME / TITLE: Karla Knuckles / Michael Specchierla

EMAIL: kknuckles@slocoe.org / mspecchierla@slocoe.org

PHONE: _____ ext. 203

REVENUE - IF THIS AGREEMENT WILL REQUIRE INVOICING

Monthly Quarterly Semi-Annually Annually Time Sheets Used Position Control

Revenue Account Line #: _____

Revenue Account Line #: _____

00-9999-9-9999-9999-9999-999-9999-9999
Fund Resource-Year Goal-Func-Object-School Mgmt-Unit

Monthly Quarterly Semi-Annually Annually As invoiced

Expenditure Account Line #: 01-7856-0-5800-3800-2100-000-9300-0000

Expenditure Account Line #: _____

00-9999-9-9999-9999-9999-999-9999-9999
Fund Resource-Year Goal-Func-Object-School Mgmt-Unit

Save Form Clear Form

NOTE: MOAs between departments in SLOCOE will require account lines on both the revenue side and expenditure side. (If the expenditure account contains Object 57xx, there needs to be an Object 57xx in a revenue account to allow for the interdepartmental transfer of funds.)

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this **2nd day of May, 2023**, by and between the Superintendent of the **San Luis Obispo County Office of Education**, San Luis Obispo, California, hereinafter referred to as SLOCOE, and the **Santa Barbara County Workforce Development Board**, whose principal place of business is in **Santa Barbara, CA**, hereinafter referred to as **Consultant**.

IT IS AGREED THAT:

- I. Consultant will provide the services as set forth in this Agreement and in Exhibit A, which is attached hereto and made a part hereof, in coordination with the County Superintendent or his designee.
- II. This Agreement shall be for a period commencing on the **2nd day of May, 2023** and ending on the **30th day of June, 2023**.
- III. **Total compensation under this contract shall not exceed \$7,000.00, and will be subject to availability of program/project funding. Advanced notice of changes in funding, if required, will be provided to Consultant prior to beginning each program/project noted in Exhibit A.**
- IV. Upon completion of services to be performed, payments for services and reimbursement for expenses under this Agreement shall be made within 30 days **upon receipt of invoice from Consultant**. Invoice must be received by Consultant no later than **July 7, 2023**.
- V. Consultant shall not assign or transfer in any way his or her interest or obligations under this Agreement without the written consent of the Superintendent or his designee. Any assignment is void.
- VI. This Agreement may be amended or modified at any time by mutual agreement of the parties in writing.
- VII. This Agreement may be terminated by SLOCOE with written notification to the Consultant if work performed is unsatisfactory or scope of work cannot be met.
- VIII. In the performance of the services contemplated by this Agreement, Consultant is an independent contractor who will control and direct the method, details and means of performing the services described in Exhibit A. The services completed herein must, however, meet the approval of SLOCOE and shall be subject to SLOCOE's general right of inspection and supervision to ensure the satisfactory completion of said services.

Consultant understands and agrees that he and all of his employees and agents are not employees of SLOCOE and are not entitled to the rights or benefits to which SLOCOE employees are normally entitled, such as unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefits. Consultant shall assume full responsibility for payment of all federal, state, and local taxes or contributions including, but not limited to, unemployment insurance, social security, and

income taxes or contributions including, but not limited to, unemployment insurance, social security, and income taxes with respect to Consultant and Consultant's employees and agents. Consultant agrees to indemnify SLOCOE for any claims, losses, fees, penalties, interest or damages suffered by SLOCOE resulting from the Consultant's failure to comply with this provision.

Consultant shall furnish, at his own expense, all labor, materials, equipment, and other items necessary to carry out the terms of this Agreement, except for that provided by SLOCOE.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority of jurisdiction delegated to such other parties under this Agreement.

X. The Consultant named in this Agreement with the SLOCOE hereby certifies that the Consultant has either:

- a) Received notification from SLOCOE that the contracted services do not require any unsupervised access to pupils of SLO County and certifies that an **Exemption from Department of Justice Clearance Requirements** form is included as an attachment to this contract and is required before this Agreement becomes effective; or
- b) The Consultant has provided a notarized affidavit that all employees or representatives working on any school site during the student day or having any unsupervised access to pupils have received a clearance from the Department of Justice for all employees and/or representatives who will have unsupervised access to students as described in Education Code 45125.1. Consultant also certifies that a notarized copy of an **Affidavit Certifying Clearance** or a copy of the completed **Request for Authorization to receive State Summary Criminal History Information-Contract Employer for School Education Code Section 45125.1** form is included as an attachment to this Agreement and is required before this Agreement becomes effective.

Initials

Initials

suspended, proposed for debarment, declared ineligible, or voluntarily excluded from this transaction by any Federal Department or Agency. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

XII. **Equal Employment Opportunity** – It is understood and agreed that this Agreement shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

XIII. This Agreement constitutes the sole and only agreement between SLOCOE and Consultant concerning the subject matter herein. Any prior or other agreements or representations between SLOCOE and Consultant regarding those matters are null and void unless expressly set forth in this Agreement. No waiver of any term, condition or covenant of this Agreement shall be presumed or implied. Any such waiver must be expressly made in writing by the party waiving the term, condition or covenant. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect. This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

Consultant

Date

Are you an employee and/or substitute of SLOCOE or any school district (including Cuesta College) within San Luis Obispo County? YES NO


James Brescia

James J. Brescia, Ed.D, Superintendent, or Designee
San Luis Obispo County Office of Education

Mar 2, 2023

Date

Consultant's Mailing Address & Telephone:
Workforce Development Board Santa Barbara County
Luis Servin
130 East Ortega Street
Santa Barbara, CA 93101
805-681-4453 lservin@countyofsb.org

FOR SLOCOE USE ONLY
Program Account #: 01-7856-0-5800-3800-2100-000-9300-0000
Directors Approval: <i>Michael Specchinla</i>
Date: Mar 1, 2023
P.O.#:
 Sheldon Smith (Mar 1, 2023 16:12 PST)

Department of Social Services Procurement and Compliance
Tricia Beebe
2125 S. Centerpointe Parkway
Santa Maria, CA 93455
805-346-8362 tbeebe@countyofsb.org


MR


MA


JB

Attachment to Agreement for Consultant's Services

Exhibit A

- See attached Scope of Work

Scope of Work

Santa Barbara County Workforce Development Board

Through funding from the California State High Road Training Partnership (HRTP) grant with San Luis Obispo County Office of Education (SLOCOE) as the fiscal agent, SLOCOE retains Santa Barbara County Workforce Development Board to analyze offshore wind energy development data compiled into a demonstration offshore wind energy project Scoping Project draft by Cierco Wind Energy Company (Cierco), DEME, Saitec Offshore Technologies (Saitec), SBM Offshore, and California Polytechnic State University (CPSLO) research teams (Team).

Scope of Work:

The Santa Barbara County Workforce Development Board will assess the Scoping Project draft supplied by the Team examining for workforce training opportunities related to apprenticeships, pre-apprenticeships, and other workforce training needs.

Additionally, the Santa Barbara County Workforce Development Board will provide input to the Team to include into the draft Scoping Plan prior to the plan's final publication.

The Santa Barbara County Workforce Development Board will provide feedback regarding the draft Scoping Plan to the Team and SLOCOE prior to **June 30, 2023**. Invoice from the Santa Barbara County Workforce Development Board must be received prior to **July 7, 2023**. The invoice can be emailed to kknuckles@slococ.org.



**SAN LUIS OBISPO COUNTY
OFFICE OF EDUCATION**
LEADERSHIP ■ COMMUNITY ■ SERVICE
JAMES J. BRESCIA, ED. D., SUPERINTENDENT

DATE: February 17, 2023

TO: Workforce Development Board-Santa Barbara County

SUBJECT: 1099 INFORMATION REPORTING

Federal Income Tax law requires our school district to have your taxpayer identification number (TIN) on file. Under Federal regulation 1604.1, you are required to provide us with the information on the W-9 form, enclosed in this letter. If you fail to furnish this information, you may be subject to a \$50 penalty imposed by the IRS, and all payments made to your company will be subject to a 31% back-up withholding. In order to complete form 1099 properly, we must have your Taxpayer Identification Number (TIN). If you do business as an INDIVIDUAL or SOLE PROPRIETOR, your TIN number is your social security number; if not, then the TIN number needed is your Federal Employer Identification Number.

We will not have to file a Form 1099 if you are a CORPORATION, a TAX-EXEMPT ORGANIZATION, a GOVERNMENT AGENCY or OTHER EXEMPT EMPLOYEE PAYEE. **However, the law requires that you provide us with your TIN number.** Please check the area below that is applicable to you. Complete Form W-9 (enclosed), providing your correct nine-digit TIN.

Please return this form and the W-9 form with your signed contract. If you have any questions regarding these documents, please contact our business office at (805) 782-7238.

INDIVIDUAL
(see below)

CORPORATION

SOLE PROPRIETOR
(see below)

CORPORATION—Providing health care/medical services

PARTNERSHIP

CORPORATION—Providing legal services

ESTATE

TAX EXEMPT ORGANIZATION

TRUST

GOVERNMENT/GOVERNMENT AGENCY

OTHER

If INDIVIDUAL or SOLE PROPRIETOR, please provide your social security number for state reporting requirements.



EXEMPTION FROM DEPARTMENT OF JUSTICE CLEARANCE REQUIREMENTS

After review of the scope of the attached agreement, the San Luis Obispo County Office of Education (SLOCOE) and the Contractor/Consultant named in the attached contract do certify by their signatures below that the Contractor/Consultant or any employees or representatives will have no reason under the parameters of the scope of the work to have any unsupervised access to any student(s) at a school site within San Luis Obispo County.

Both parties understand that any exception to this Exemption must be immediately reported to the Chief Human Resources Officer as identified on this form and will require clearance by the Department of Justice for any and all employees or representatives of the Contractor/Consultant. Both parties further understand that failure to disclose a change in the student access under this contract will be grounds for cancellation.

SLOCOE Project Manager/Supervisor (certifying that the above conditions are being met):

Michael Specchierla	<i>Michael Specchierla</i>	Mar 1, 2023
Print/Type Name	Signature	Date

Consultant:

Luis Servin		
Print/Type Name	Signature	Date

Consultant Tax Identification Number

Superintendent:

<i>James Brescia</i>	Mar 2, 2023
Superintendent Signature	Date

**SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION
EMPLOYEE VERSUS INDEPENDENT CONTRACTOR
CLASSIFICATION CRITERIA**

The designation of independent contractor status is governed by the Internal Revenue Code and common law. There are significant tax penalties imposed on employers who incorrectly classify an employee as an independent contractor.

An independent contractor is an individual (or non-corporate business entity) that provides personal services to the San Luis Obispo County Office of Education ("SLOCOE") in such a manner as to be free from SLOCOE's "right" to direct and control the independent contractor's performance. As a general rule, an independent contractor will have a principal place of business other than at the SLOCOE, have a business license, and will offer his or her services to the general public.

Individuals who are currently or formerly (during the preceding 12 month period) employed by SLOCOE may not provide services to SLOCOE as an independent contractor.

Individuals will be classified as an employee if the answer to any of the following three questions is "yes."

1. Does the individual currently work for the SLOCOE as an employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Does SLOCOE expect to hire this individual as an employee to provide the same or similar services immediately following the termination of his or her independent contractor services?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Did the individual have an official appointment (including hourly or temporary) to provide the same or similar services during the 12 month period prior to the date on which the independent contractor's services commenced?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Individuals will be classified as a contractor if the answer to ALL of the following three questions is "yes."

[Dynamex Operations West v. The Superior Court of Los Angeles County]

A. The worker is free (contractually and in fact) from the control and direction of the hirer in connection with the work, <i>AND</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
B. The worker performs work that is not the hiring entity's usual business, <i>AND</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C. The worker is customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed for the hiring entity.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

The Internal Revenue Service uses the following criteria to classify individuals as either independent contractors or employees. While there is no single criterion (or group of criteria) that will provide a definitive determination, the following criteria, when used in combination, provide an overall indication of how the individual should be classified. A "yes" response to the questions tends to either strengthen or weaken the case that the individual is an independent contractor.

Weakens	Strengthens	<i>BEHAVIORAL CONTROL</i>	
✓		1. Does SLOCOE have the right to tell the worker when, where and how work is to be performed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
✓		2. Does SLOCOE have the right to determine the sequence, details, or means of work performed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
✓		3. Are work hours set by SLOCOE?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
✓		4. Does SLOCOE require services to be rendered personally?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
✓		5. Does SLOCOE dictate which workers should be used or hired to complete the project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
✓		6. Does SLOCOE train the worker to perform the service?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
✓		7. Does SLOCOE have the right to fine or discipline the worker if instructions are not followed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
✓		8. Does SLOCOE have responsibility for hiring, firing, supervising, or paying assistants of the worker?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
✓		9. Is the worker required to provide oral or written reports to SLOCOE periodically?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
✓		10. Does SLOCOE provide tools and materials necessary to perform the service?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
✓		11. Does SLOCOE tell the worker where to purchase supplies and service?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
✓		12. Does SLOCOE have the right to terminate the relationship with the worker?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Weakens	Strengthens	FINANCIAL CONTROL	
✓		1. Is compensation made on a regularly recurring basis (e.g. weekly, monthly, or on retainer)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	✓	2. Does the worker have a direct interest in or share of any profit or loss of the work accomplished?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	✓	3. Does the worker have a significant investment in facilities or materials (other than computer equipment and education)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	✓	4. Does the worker incur unreimbursed business expenses in connection with the project?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	✓	5. Does the worker have a business license to perform the services provided to SLOCOE?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	✓	6. Are the worker's services available to the general public?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	✓	7. Does the worker perform similar services for more than one firm at a time?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Weakens	Strengthens	RELATIONSHIP OF THE PARTIES	
	✓	1. Is there a written contract between the worker and SLOCOE describing the workers as an independent contractor?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	✓	2. Do SLOCOE and the worker intend for the worker to serve as an independent contractor?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
✓		3. Is there a continuing relationship between the worker and SLOCOE?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
✓		4. Does the worker devote full time to the business of SLOCOE?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
✓		5. Does the worker expect to receive employee benefits from SLOCOE?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

The following are illustrative examples from the Massachusetts Attorney General:

- A motor vehicle appraisal company cannot classify an appraiser as an independent contractor because the appraiser is performing an essential part of the appraisal company's business.
- A drywall company cannot classify an individual who is installing drywall as an independent contractor because that worker is performing an essential part of the business.
- Conversely, an accounting firm hires an individual to move office furniture. The individual may be classified as an independent contractor because moving furniture is incidental and not necessary to the accounting firm's business.

Santa Barbara County WDB Consultant Agreement for Signature

Interim Agreement Report









2023-04-14

Created:	2023-03-01
By:	Karla Knuckles (kknuckles@slocoe.org)
Status:	Out for Approval
Transaction ID:	CBJCHBCAABAAjpbTJLgcVC94iv5K9ga7OV00hKR2a4le

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"Santa Barbara County WDB Consultant Agreement for Signature" History

-  Document created by Karla Knuckles (kknuckles@slocoe.org)
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Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.