

43. Approve revenue agreements with the Pajaro Valley Unified School District totaling \$171,600 for summer programming, and take related actions ()



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: Parks, Open Spaces, and Cultural Services

Subject: PVUSD Summer Program revenue agreement

Meeting Date: May 6, 2025

Formal Title: Approve revenue agreements with the Pajaro Valley Unified School District totaling \$171,600 for summer programming, and take related actions

Recommended Actions

1. Approve revenue agreement between the County of Santa Cruz and Pajaro Valley Unified School District (District), in the amount of \$162,000 for summer programming for 1-6 grade participants for June 9-August 8 serving students within the District;
2. Approve revenue agreement between the County of Santa Cruz and Pajaro Valley Unified School District (District), in the amount of \$9,600 for summer sports programming for students within the District;
3. Authorize the Director of Parks, Open Space and Cultural Services to sign the agreement on behalf of the County; and
4. Authorize the Director of Parks to negotiate further amendments and extensions of the existing agreement, with concurrence of County Counsel and Risk Management, and return with an amended contract, as necessary.

Executive Summary

Pajaro Valley Unified School District (District) has initiated a revenue agreement with the County of Santa Cruz (County) to contract for summer programming activities to fulfill obligations resulting from the award of California Department of Education Expanded Learning Opportunity Program funding.

Discussion

As part of the 2021-22 California State budget, Governor Newsom authorized the ongoing contribution of significant funds for education, including billions of dollars for Expanded Learning Opportunities Programming (ELO-P). ELO-P provides funding for before and after school enrichment programs with a focus on local educational agencies (LEAs), such as school districts, with the highest concentration of targeted disadvantaged students. ELO-P provides LEAs the opportunity to provide supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports, including the provision of meals and snacks. Since ELO-Ps operate outside of school hours, LEAs can leverage community-based organizations and agencies to provide these programs.

PVUSD received funding for Summer 2025 to provide expanded learning programming throughout the District. The Department of Parks, Open Space and Cultural Services (Parks) was approached by District leadership to request programming support for ELO-P camps serving at three locations serving up to 114 youth per week for 1-6 grade students throughout the summer intersession of 2025.

Parks has provided after-school care and programming serving Mar Vista and Rio Del Mar Elementary Schools via our ACE program for over 35 years. As such, it is a natural fit for Parks to provide ELO-P programming services for these communities during the 2025 summer season. Additionally, Parks was asked to provide additional camp opportunities for youth enrolled in PVUSD schools within our Mesa Village Park with an emphasis on health and fitness.

Total revenue will be dependent on actual enrollment. Both revenue agreements outline a \$200 dollar a week per student cost basis, with a revenue cap not to exceed \$162,000 for the Aptos Village camp location and \$9,600 for the Mesa Village Park location. The summer ELO-P camps are provided free of charge to families.

The revenue agreement with PVUSD will provide recreational programs to meet community needs and enhance our support of local families and youth by expanding before and after school offerings consistent with elements of the Parks Department's strategic plan, including objectives 3.1 Recreation Programs; 3.4 Innovative Programs; and 3.5 Families and Youth.

Financial Impact

The revenue agreements in the amounts of \$162,000 and \$9,600, respectively, provide for full cost recovery for both staff and supplies. Sufficient appropriations are included in the 2024-25 Parks budget under GL 495300 (YOUTH REC) and will be included in the 2025-26 Proposed Budget under GL 495000 (RECREATION).

Strategic Initiatives

Equity Framework - Community Voices & Partnership
Operational Plan - Operational Excellence

Submitted By:

Jeff Gaffney, Director of Parks, Open Space and Cultural Services

Recommended By:

Carlos J. Palacios, County Executive Officer

Artificial Intelligence Acknowledgment:

Artificial Intelligence (AI) did not significantly contribute to the development of this agenda item.



PVUSD: Expanded Learning Partnership Summer Enrichment Program



Organization: Santa Cruz County Department of Parks, Open Space & Cultural Servs.

Contact Person: Jaime Jimenez – Recreation Supervisor

Email Address: jaime.jimenez@santacruzcountycalifornia.gov

Phone Number: 831-535-9967

Mailing Address: 979 17th Avenue, Santa Cruz, CA 95062

Cost per pupil: \$200 per week

Expanded Learning will pay per actuals in attendance for PVUSD students and their dependent charters

Transportation Included: No

Snack/M meal Included: Yes, through PVUSD until July 25th.

Total camp cost: \$162,000

Camp Location: Aptos Village: 100 Aptos Creek Road, Aptos

Camp phone number: 831-566-6540 & 831- 331-8547

Camp contact: Oscar Arroyo - Recreation Specialist

Dates (list by week):

- Session 1: June 9-13
- Session 2: June 16-20 & June 23-27
- Session 3: June 30

Camp Location: Mar Vista Elementary

Camp phone number: 831-345-3020 & 831-566-6539

Camp Contact: Andrew Sanchez - Recreation Specialist

Dates (list by week):

- Session 1: June 9-13
- Session 2: June 16-20 & June 23-27
- Session 3: June 30

These dates to be invoiced within the 24-25 School Year. Before June 30, 2025

Camp Location: Aptos Village: 100 Aptos Creek Road, Aptos

Camp phone number: 831-566-6540 & 831- 331-8547

Camp contact: Oscar Arroyo - Recreation Specialist

Dates (list by week):

- Session 3 con't: July 3* (no 7/4) & July 7-11
- Session 4: July 14-18 & July 21-25)
- Session 5: July 28-August 1 & August 4-8

Camp Location: Mar Vista Elementary

Camp phone number: 831-345-3020 & 831-566-6539

Camp Contact: Andrew Sanchez - Recreation Specialist

Dates (list by week):

- Session 3 con't: July 3* (no 7/4) & July 7-11
- Session 4: July 14-18 & July 21-25)
- Session 5: July 28-August 1 & August 4-8

**These dates to be invoiced in the 25-26 School Year, after July 1, 2025.
On a separate PO from June dates.**

Camp Times: 8am-5pm

Enrollment:

Students are required to complete camp enrollment forms required by **Santa Cruz County Parks**. PVUSD EL will ensure they are eligible to participate per grant requirements/guidelines prior to offering programming to students.

Attendance and Waitlist:

ATTENDANCE is required to be submit attendance bi-weekly to expanded_learning@pvusd.net

8:00-8:30	Breakfast Pick-up and eat with free play group	
	Check in at front of school: Collect E-Cards, meet parents + Qs.	
8 - 8:30	Outdoor free play	Hula hoops, balls, jumpropes
	Pick up breakfast and move to classrooms: Intro	
8:30 - 8:45	kids to space, put belongings away.	
	Large Assembly	
	- This or That	
8:45 - 9:10	-Intro to camp, rules, boundaries, name game	
9:10 - 9:30	Outside Free Play/Snack	
	Group Game:	Supplies:
9:30 - 9:50	- Human Bingo	- Bingo sheets, pencil
	1st Rotation:	Supplies:
10 - 10:30	Soccer - Water Color Science - Bingo	- Ball
10:30 - 11	2nd Rotation	- Watercolor paper, liquid water colors, brushes, lemon cut in 1/4,
11 - 11:30	3rd Rotation	salt
11:30 - 11:55	Prepare for Lunch: Bathroom break, wash hands	
11:55-12:30	Lunch Pick-up and eat with free play group	
11:55 - 12:30	Lunch & Free Play	
	Group Game	Supplies:
12:30 - 12:50	- Splat!	- Bat
12:50 - 1:10	Large Assembly	
	4th Rotation:	Supplies:
1:15 - 1:45	Chaos - 3D Flowers - Fruit Waffles	- Cones, gatorballs
1:45 - 2:15	5th Rotation	- Construction paper, markers, glue
2:15 - 2:45	6th Rotation	- Waffles, sliced fruit, whip, nutella
2:45 - 3:30	Outside Free Play/Snack	
	Group Game	Supplies:- 2 bats, 2 hula hoops, cone
3:30 - 3:45	- Capture the Flag	
	Closing Circle	
3:45 - 4	- Field trip reminder	
4 - 5:00	Free Play & Cleanup	

Schedule Breakdown:

Camp at Mar Vista

Dates by week	Grade levels	# of students camp is offered to	Theme
June 9-13	1 st -6 th	60	Taking on Summer
June 16-20 & June 23-27	1 st -6 th	60	Nature and Beyond
June 30-July 3* (no 7/4) & July 7-11	1 st -6 th	60	Super Stars
July 14-18 & July 21-25)	1 st -6 th	60	Water World
July 28- August 1 & August 4-8	1 st -6 th	60	Carnival

Camp at Aptos Village Park

Dates by week	Grade levels	# of students camp is offered to	Theme
June 9-13	1 st -6 th	30	Taking on Summer
June 16-20 & June 23-27	1 st -6 th	30	Surf Safari
June 30-July 3* (no 7/4) & July 7-11	1 st -6 th	30	Party in the USA
July 14-18 & July 21-25)	1 st -6 th	30	Water World
July 28- August 1 & August 4-8	1 st -6 th	30	Celebration of Nations

This Services Agreement ("Agreement"), which consists of this form ("Program Plan") and the attached Terms and Conditions, creates a legal contract between PVUSD Expanded Learning and **Santa Cruz County Parks**. PVUSD Expanded Learning and **Santa Cruz County Parks** signed this Agreement as of the dates below.

Pajaro Valley Unified School District

Sign: _____

Print: Richard Arellano

Title: PVUSD, Director of Purchasing

Date: _____

Santa Cruz County Parks

Sign: _____

Print: Jeff Gaffney

Title: Parks Director

Date: _____

Approved as to Risk

Signed by:
Sign: Gina Occhipinti Borasi 3/2025
E4EADC5BA53B4DB...

Approved as to Form

Signed by:
Sign: Ann Jackson 4/3/2025
52A16A3EBDCE4CC...

1. Basic Agreement

1.1 Responsibilities

Santa Cruz County Parks and PVUSD Expanded Learning will each carry out their respective responsibilities as described in the Program Plan.

1.2 Fee

Total cost of services for 9 weeks providing camp 9 hours daily for 90 students will be a total cost of no more than \$162,000 billed by the number of students enrolled.

1.3 Expenses

Santa Cruz County Parks are responsible for their own expenses in carrying out their activities under this Agreement.

1.4 Personnel

Santa Cruz County Parks its staff, volunteers, or through use of third party contractors. If PVUSD Expanded Learning believes the staff working on an assignment are not qualified to perform the services or otherwise has concerns about staffing, Site should notify the **Santa Cruz County Parks**. **Santa Cruz County Parks** will work to promptly address the situation.

1.5 Independent Contractor

Santa Cruz County Parks is an independent contractor and is solely responsible for planning, managing, and implementing the program. **Santa Cruz County Parks** will provide its own equipment and materials.

2. Materials

2.1 Materials

Santa Cruz County Parks will provide PVUSD Expanded Learning and its students with materials, including, without limitation, curriculum, lesson plans, worksheets, permission forms, brochures, posters, forms, and other materials (collectively, Materials).

2.2 Ownership of Materials

Santa Cruz County Parks owns and retains all copyrights and all other rights, title, and interest in the materials and any other proprietary methodologies used or shared by **Santa Cruz County Parks** in carrying out the Program. PVUSD Expanded Learning acknowledges that the materials are proprietary to **Santa Cruz County Parks**, and that no materials will be deemed a work for hire..

2.3 License Grant for Program Use

Santa Cruz County Parks grants PVUSD Expanded Learning a limited, non-transferable, non-exclusive license to use, copy, and distribute the materials solely in connection with program activities. For clarity, PVUSD Expanded Learning will not (a) independently present the materials during a lesson, professional development meeting or in any similar teaching or training environment, without **Santa Cruz County Parks** prior written consent; (b) provide the materials to any third party other than teachers and students in the program; or (c) use the materials for commercial purposes, make any derivative works of or otherwise modify the materials except as permitted under the Program Plan.

3. Compliance

3.1 Compliance with Law

Santa Cruz County Parks and PVUSD Expanded Learning will comply with applicable law including, without limitation, laws relating to student data collection, security, use, disclosure and privacy.

3.2 Licenses and Permits

Santa Cruz County Parks and PVUSD Expanded Learning will obtain and enforce all licenses, permits, and certificates necessary for program activities under this Agreement.

3.3 Clearance Requirements

Background checks are required of all staff and must be available for review by PVUSD Expanded Learning. Staff are required to be CPR/First Aid certified. In no circumstance are students unattended or alone with any staff without approved supervisors. First aid must be on site. Chemical free sunblock must be provided for students.

4. Data, Communication, and Confidentiality

4.1 Data Collection

Santa Cruz County Parks may collect, analyze, and disseminate data about its work in order to evaluate the effectiveness of its programs. PVUSD Expanded Learning and its sites will cooperate with the **Santa Cruz County Parks** and any consultants or others engaged by the **Santa Cruz County Parks** in connection with the evaluation of its programs' design, execution, and outcomes. **Santa Cruz County Parks** may publish the results of such evaluations but will not identify PVUSD Expanded Learning without first obtaining PVUSD Expanded Learning's written consent.

4.2 External Communications

Santa Cruz County Parks May, subject to Section 4.3, identifies PVUSD Expanded Learning as a client in internal and external communications, including, without limitation on **Santa Cruz County Parks**, Inc website and in **Santa Cruz County Parks** Outreach materials.

4.3 Confidentiality

In working together, **Santa Cruz County Parks** and PVUSD Expanded Learning may share sensitive information with one another. Neither **Santa Cruz County Parks** PVUSD Expanded Learning nor its sites will disclose to any third party any confidential or proprietary information for any purpose other than as needed to implement the program, without the prior written consent of the other party.

4.4 Media Acknowledgement

Santa Cruz County Parks is required to identify PVUSD Expanded Learning as a client in internal and external communications, including, without limitation, on **Santa Cruz County Parks** is required to:

- Name PVUSD Expanded Learning in all press releases, social media postings, etc. regarding the program
- Receive verbal credits and mentions in connection with the promotion of the program
- Use, display, and reproduce its logos and trade names only in connection with the promotion and advertisement of the Program (found in this [GUIDE](#))

5. Insurance and Indemnification

5.1 Insurance

Santa Cruz County Parks and PVUSD Expanded Learning are responsible for their own insurance and will maintain appropriate coverage for their respective Program activities under this Agreement. **Santa Cruz County Parks** agrees to carry and maintain during the entire term of this Agreement comprehensive general liability insurance, professional liability insurance and automobile insurance in an amount not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall be written by an insurance carrier satisfactory to the requirements and shall include the Pajaro Valley Unified School District as "Additional Insured." Such insurance shall not be canceled, limited or allowed to expire without renewal until after thirty (30) days written notice has been provided to the District.

5.2 Indemnification

Santa Cruz County Parks and the PVUSD Expanded Learning will each defend indemnify, and hold the other and the other's directors, officers, employees, agents, and assigns harmless against all claims, liabilities, losses, damages, and expenses, including, without limitation, reasonable attorneys' fees and expenses, resulting from its own performance of activities under or breach of this Agreement. Neither **Santa Cruz County Parks** nor the PVUSD Expanded Learning will have any obligation to indemnify the other to the extent the liability is caused by the other's gross negligence or willful misconduct.

5.3 Limitation of Liability

Neither **Santa Cruz County Parks** nor PVUSD Expanded Learning will be liable to the other for any special indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if either party has been apprised of the likelihood of such damages.

6. Termination

6.1 Termination on Notice

Either **Santa Cruz County Parks** or PVUSD Expanded Learning may terminate this Agreement by providing written notice of that decision to the other such a termination will be effective thirty (30) days after delivery of the notice.

6.2 Termination for Breach

If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within fifteen (15) days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

6.3 Return of Property; Survival of Provisions

Following the expiration or termination of this Agreement and upon the **Santa Cruz County Parks** request PVUSD Expanded Learning will promptly return to **Santa Cruz County Parks** any materials in its possession, and if applicable, **Santa Cruz County Parks** and PVUSD Expanded Learning will each promptly return all Confidential Information to the other party. Sections 2.2, 4.1, 4.3, 5.2, 5.3, 6.3, and 7 will remain effective after expiration or termination.

7. General Provisions

7.1 Resolving Disputes

If a dispute arises between **Santa Cruz County Parks** and PVUSD Expanded Learning relating to this Agreement, the principal contact persons as set out in the Program Plan, or other representatives of each party as agreed at the time, will make good faith efforts to resolve the dispute through discussion.

7.2 Entire Agreement; Amendment

This Agreement describes **Santa Cruz County Parks** and PVUSD Expanded Learning's entire agreement and supersedes all prior or contemporaneous communications between **Santa Cruz County Parks** and PVUSD Expanded Learning relating to the Program. This Agreement may be amended only as stated in a writing signed by both **Santa Cruz County Parks** and PVUSD Expanded Learning stating that it is an amendment to this Agreement.

7.3 Severability; Waiver

If any provision of this Agreement is held invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

7.4 Independence

The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, or similar relationship for any purpose. Neither **Santa Cruz County Parks** nor PVUSD Expanded Learning has the power or authority to bind or obligate the other to a third party or commitment in any manner.

7.5 Third-Party Beneficiaries

Except as provided in Section 5.2, this Agreement is for the exclusive benefit of **Santa Cruz County Parks** and PVUSD Expanded Learning, and not for the benefit of any third party including, but not limited to, any employee, affiliate, or student, of either party.

7.6 Governing Law

This Agreement is governed by California law.

Certificate Of Completion

Envelope Id: 98344E48-AE92-4F8F-93CF-6D6EBD118D9F

Status: Sent

Subject: Complete with Docusign: Summer 2025 SC Parks Enrichment Agreement Updates.pdf

Source Envelope:

Document Pages: 8

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Juan Perez Alvarez

AutoNav: Enabled

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Juan.PerezAlvarez@santacruzcountyca.gov

IP Address: 63.194.190.100

Record Tracking

Status: Original

Holder: Juan Perez Alvarez

Location: DocuSign

3/28/2025 2:30:52 PM

Juan.PerezAlvarez@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: Docusign

Signer Events

Signature

Timestamp

Ann Jackson

ann.jackson@santacruzcountyca.gov

Assistant County Counsel

Security Level: Email, Account Authentication
(None)

Signed by:

Ann Jackson
52A16A3EBDCE4CC...

Signature Adoption: Pre-selected Style
Using IP Address: 121.114.159.33

Sent: 3/28/2025 2:55:21 PM

Resent: 4/1/2025 7:37:52 AM

Resent: 4/2/2025 12:02:03 PM

Viewed: 4/3/2025 2:57:59 PM

Signed: 4/3/2025 3:03:26 PM

Electronic Record and Signature Disclosure:

Accepted: 10/16/2024 4:07:03 PM

ID: 91dacd55-7b18-4ac8-8a46-5b525df71978

Gina Occhipinti Borasi

Gina.Borasi@santacruzcountyca.gov

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

Signed by:

Gina Occhipinti Borasi
E4EADC5BA53B4DB...

Signature Adoption: Pre-selected Style
Using IP Address: 63.194.190.100

Sent: 4/3/2025 3:03:28 PM

Viewed: 4/3/2025 3:51:31 PM

Signed: 4/3/2025 3:52:32 PM

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

Richard Arellano

richard_arellano@pvusd.net

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 2/5/2024 9:09:23 AM

ID: 540a1ed1-213a-4ae4-add4-49c0fc3b91ac

Jeff Gaffney

Jeff.Gaffney@santacruzcountyca.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 3/2/2022 10:52:37 AM

ID: 379c46fa-dd0a-4514-b9e9-7d33471d0cf8

CBD eSignature

cbd.esignature@santacruzcountyca.gov

Security Level: Email, Account Authentication
(None)

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 6/20/2024 3:08:48 PM ID: 4b7794de-1393-406f-a9a3-56a92d4b90d7		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Juan Perez Alvarez juan.perezalvarez@santacruzcountyca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/18/2024 10:44:04 AM ID: 68942dad-6eec-43fb-af6d-1593dcefefe8 Juan Perez Alvarez juan.perezalvarez@santacruzcountyca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/18/2024 10:44:04 AM ID: 68942dad-6eec-43fb-af6d-1593dcefefe8		Sent: 4/3/2025 3:52:33 PM
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/28/2025 2:55:21 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.



PVUSD: Expanded Learning Partnership Summer Enrichment Program

Organization: Santa Cruz County Department of Parks, Open Space & Cultural Servs. **Contact Person:** Jaime Jimenez – Recreation Supervisor

Email Address: jaime.jimenez@santacruzcountyca.gov

Phone Number: 831-535-9967

Mailing Address: 979 17th Avenue, Santa Cruz, CA 95062

Cost per pupil: \$200 per week

Expanded Learning will pay per actuals in attendance for PVUSD students and their dependent charters

Transportation Included: No

Snack/Meal Included: No

Total camp cost: \$9,600

Camp Name: Sports Fusion

Camp Location: Mesa Village Park, 790 Green Valley Road, Watsonville

Camp phone number: 831-454-7941

Camp contact: Jaime Jimenez

Dates (list by week):

- Session 1: July 7-11
- Session 2: July 21-25

These dates to be invoiced in the 25-26 School Year, after July 1, 2025.

On a separate PO from June dates.

Camp Times: 9am-3pm

Enrollment:

Students are required to complete camp enrollment forms required by **Santa Cruz County Parks.** PVUSD EL will ensure they are eligible to participate per grant requirements/guidelines prior to offering programming to students.

Attendance and Waitlist:

ATTENDANCE is required to be submit attendance bi-weekly to expanded_learning@pvusd.net

Sports Fusion Schedule Breakdown:

Dates by week	Ages	# of students camp is offered to	Theme
July 7-11	12-17	24	Variety of Sports Fundamentals, Skill Building, Teamwork and Sportsmanship
July 21-25	12-17	24	Variety of Sports Fundamentals, Skill Building, Teamwork and Sportsmanship

This Services Agreement ("Agreement"), which consists of this form ("Program Plan") and the attached Terms and Conditions, creates a legal contract between PVUSD Expanded Learning and **Santa Cruz County Parks**. PVUSD Expanded Learning and **Santa Cruz County Parks** signed this Agreement as of the dates below.

Pajaro Valley Unified School District

Sign: _____

Print: Richard ArellanoTitle: PVUSD, Director of Purchasing

Date: _____

Approve as to Risk

Signed by: Gina Occhipinti Borasi 4/18/2025
 Sign: _____
 E4EADC5BA53B4DB...

Santa Cruz County Parks

Sign: _____

Print: Jeff GaffneyTitle: Parks Director

Date: _____

Approve as to Form

Signed by: Ann Jackson 4/17/2025
 Sign: _____
 52A16A3EBDCE4CC...

1. Basic Agreement

1.1 Responsibilities

Santa Cruz County Parks and PVUSD Expanded Learning will each carry out their respective responsibilities as described in the Program Plan.

1.2 Fee

Total cost of services for 2 weeks providing camp 6 hours daily for 48 students will be a total cost of no more than \$9,600 billed by the number of students enrolled.

1.3 Expenses

Santa Cruz County Parks are responsible for their own expenses in carrying out their activities under this Agreement.

1.4 Personnel

Santa Cruz County Parks its staff, volunteers, or through use of third party contractors. If PVUSD Expanded Learning believes the staff working on an assignment are not qualified to perform the services or otherwise has concerns about staffing, Site should notify the **Santa Cruz County Parks**. **Santa Cruz County Parks** will work to promptly address the situation.

1.5 Independent Contractor

Santa Cruz County Parks is an independent contractor and is solely responsible for planning, managing, and implementing the program. **Santa Cruz County Parks** will provide its own equipment and materials.

2. Materials

2.1 Materials

Santa Cruz County Parks will provide PVUSD Expanded Learning and its students with materials, including, without limitation, curriculum, lesson plans, worksheets, permission forms, brochures, posters, forms, and other materials (collectively, Materials).

2.2 Ownership of Materials

Santa Cruz County Parks owns and retains all copyrights and all other rights, title, and interest in the materials and any other proprietary methodologies used or shared by **Santa Cruz County Parks** in carrying out the Program. PVUSD Expanded Learning acknowledges that the materials are proprietary to **Santa Cruz County Parks**, and that no materials will be deemed a work for hire..

2.3 License Grant for Program Use

Santa Cruz County Parks grants PVUSD Expanded Learning a limited, non-transferable, non-exclusive license to use, copy, and distribute the materials solely in connection with program activities. For clarity, PVUSD Expanded Learning will not (a) independently present the materials during a lesson, professional development meeting or in any similar teaching or training environment, without **Santa Cruz County Parks** prior written consent; (b) provide the materials to any third party other than teachers and students in the program; or (c) use the materials for commercial purposes,

Program Plan.

3. Compliance

3.1 Compliance with Law

Santa Cruz County Parks and PVUSD Expanded Learning will comply with applicable law including, without limitation, laws relating to student data collection, security, use, disclosure and privacy.

3.2 Licenses and Permits

Santa Cruz County Parks and PVUSD Expanded Learning will obtain and enforce all licenses, permits, and certificates necessary for program activities under this Agreement.

3.3 Clearance Requirements

Background checks are required of all staff and must be available for review by PVUSD Expanded Learning. Staff are required to be CPR/First Aid certified. In no circumstance are students unattended or alone with any staff without approved supervisors. First aid must be on site. Chemical free sunblock must be provided for students.

4. Data, Communication, and Confidentiality

4.1 Data Collection

Santa Cruz County Parks may collect, analyze, and disseminate data about its work in order to evaluate the effectiveness of its programs. PVUSD Expanded Learning and its sites will cooperate with the **Santa Cruz County Parks** and any consultants or others engaged by the **Santa Cruz County Parks** in connection with the evaluation of its programs' design, execution, and outcomes. **Santa Cruz County Parks** may publish the results of such evaluations but will not identify PVUSD Expanded Learning without first obtaining PVUSD Expanded Learning's written consent.

4.2 External Communications

Santa Cruz County Parks May, subject to Section 4.3, identifies PVUSD Expanded Learning as a client in internal and external communications, including, without limitation on **Santa Cruz County Parks**, Inc website and in **Santa Cruz County Parks** Outreach materials.

4.3 Confidentiality

In working together, **Santa Cruz County Parks** and PVUSD Expanded Learning may share sensitive information with one another. Neither **Santa Cruz County Parks** PVUSD Expanded Learning nor its sites will disclose to any third party any confidential or proprietary information for any purpose other than as needed to implement the program, without the prior written consent of the other party.

4.4 Media Acknowledgement

Santa Cruz County Parks is required to identify PVUSD Expanded Learning as a client in internal and external communications, including, without limitation, on **Santa Cruz County Parks** is required to:

- Name PVUSD Expanded Learning in all press releases, social media postings, etc. regarding the program
- Receive verbal credits and mentions in connection with the promotion of the program
- Use,

es only in connection with the promotion and advertisement of the Program (found in this [GUIDE](#))

5. Insurance and Indemnification

5.1 Insurance

Santa Cruz County Parks and PVUSD Expanded Learning are responsible for their own insurance and will maintain appropriate coverage for their respective Program activities under this Agreement. **Santa Cruz County Parks** agrees to carry and maintain during the entire term of this Agreement comprehensive general liability insurance, professional liability insurance and automobile insurance in an amount not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall be written by an insurance carrier satisfactory to the requirements and shall include the Pajaro Valley Unified School District as "Additional Insured." Such insurance shall not be canceled, limited or allowed to expire without renewal until after thirty (30) days written notice has been provided to the District.

5.2 Indemnification

Santa Cruz County Parks and the PVUSD Expanded Learning will each defend indemnify, and hold the other and the other's directors, officers, employees, agents, and assigns harmless against all claims, liabilities, losses, damages, and expenses, including, without limitation, reasonable attorneys' fees and expenses, resulting from its own performance of activities under or breach of this Agreement. Neither **Santa Cruz County Parks** nor the PVUSD Expanded Learning will have any obligation to indemnify the other to the extent the liability is caused by the other's gross negligence or willful misconduct.

5.3 Limitation of Liability

Neither **Santa Cruz County Parks** nor PVUSD Expanded Learning will be liable to the other for any special indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if either party has been apprised of the likelihood of such damages.

6. Termination

6.1 Termination on Notice

Either **Santa Cruz County Parks** or PVUSD Expanded Learning may terminate this Agreement by providing written notice of that decision to the other such a termination will be effective thirty (30) days after delivery of the notice.

6.2 Termination for Breach

If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within fifteen (15) days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

6.3 Return of Property; Survival of Provisions

Agreement and upon the **Santa Cruz County Parks** request PVUSD Expanded Learning will promptly return to **Santa Cruz County Parks** any materials in its possession, and if applicable, **Santa Cruz County Parks** and PVUSD Expanded Learning will each promptly return all Confidential Information to the other party. Sections 2.2, 4.1, 4.3, 5.2, 5.3, 6.3, and 7 will remain effective after expiration or termination.

7. General Provisions

7.1 Resolving Disputes

If a dispute arises between **Santa Cruz County Parks** and PVUSD Expanded Learning relating to this Agreement, the principal contact persons as set out in the Program Plan, or other representatives of each party as agreed at the time, will make good faith efforts to resolve the dispute through discussion.

7.2 Entire Agreement; Amendment

This Agreement describes **Santa Cruz County Parks** and PVUSD Expanded Learning's entire agreement and supersedes all prior or contemporaneous communications between **Santa Cruz County Parks** and PVUSD Expanded Learning relating to the Program. This Agreement may be amended only as stated in a writing signed by both **Santa Cruz County Parks** and PVUSD Expanded Learning stating that it is an amendment to this Agreement.

7.3 Severability; Waiver

If any provision of this Agreement is held invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

7.4 Independence

The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, or similar relationship for any purpose. Neither **Santa Cruz County Parks** nor PVUSD Expanded Learning has the power or authority to bind or obligate the other to a third party or commitment in any manner.

7.5 Third-Party Beneficiaries

Except as provided in Section 5.2, this Agreement is for the exclusive benefit of **Santa Cruz County Parks** and PVUSD Expanded Learning, and not for the benefit of any third party including, but not limited to, any employee, affiliate, or student, of either party.

7.6 Governing Law

This Agreement is governed by California law.

Certificate Of Completion

Envelope Id: 09867FC3-BBE4-4B5A-A208-86DECA8908A8

Status: Sent

Subject: Complete with Docusign: PVUSD Revenue agreement MESA (eSign).pdf

Source Envelope:

Document Pages: 6

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Juan Perez Alvarez

AutoNav: Enabled

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Juan.PerezAlvarez@santacruzcountyca.gov

IP Address: 63.194.190.100

Record Tracking

Status: Original

Holder: Juan Perez Alvarez

Location: DocuSign

4/10/2025 12:15:23 PM

Juan.PerezAlvarez@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: Docusign

Signer Events

Ann Jackson

ann.jackson@santacruzcountyca.gov

Assistant County Counsel

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

Ann Jackson
52A16A3EBDCE4CC...

Timestamp

Sent: 4/10/2025 12:18:48 PM

Resent: 4/16/2025 9:26:41 AM

Viewed: 4/17/2025 11:42:05 AM

Signed: 4/17/2025 11:43:06 AM

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:

Accepted: 10/16/2024 4:07:03 PM

ID: 91dacd55-7b18-4ac8-8a46-5b525df71978

Gina Occhipinti Borasi

Gina.Borasi@santacruzcountyca.gov

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

Signed by:

Gina Occhipinti Borasi
E4EADC5BA53B4DB...

Sent: 4/17/2025 11:43:08 AM

Resent: 4/18/2025 9:10:24 AM

Viewed: 4/18/2025 4:41:35 PM

Signed: 4/18/2025 4:42:25 PM

Signature Adoption: Pre-selected Style

Using IP Address: 24.6.202.106

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

Richard Arellano

richard_arellano@pvusd.net

Director of Purchasing

Security Level: Email, Account Authentication
(None)

Sent: 4/18/2025 4:42:26 PM

Electronic Record and Signature Disclosure:

Accepted: 2/5/2024 9:09:23 AM

ID: 540a1ed1-213a-4ae4-add4-49c0fc3b91ac

Jeff Gaffney

Jeff.Gaffney@santacruzcountyca.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 3/2/2022 10:52:37 AM

ID: 379c46fa-dd0a-4514-b9e9-7d33471d0cf8

Signer Events	Signature	Timestamp
CBD eSignature cbd.esignature@santacruzcountyca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/20/2024 3:08:48 PM ID: 4b7794de-1393-406f-a9a3-56a92d4b90d7		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Juan Perez Alvarez juan.perezalvarez@santacruzcountyca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/18/2024 10:44:04 AM ID: 68942dad-6eec-43fb-af6d-1593dcefefe8		
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/10/2025 12:18:48 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.