



SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Levi Miller, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

Independent Contractor/Business/Organization* Professional Services** Partnership***

- * Any person, business, or organization that will be providing non-professional services to the District
- ** Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.
- *** Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-9231-0-1240-1000-5300-231-5131

Funding Category: Base Supplemental Concentration
 Restricted: _____ Other: Donation

For Billing (if applicable): Bill to: _____ Billing frequency: _____

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: 130 students

Approved at Site by*: Kathleen Pugh Date: 1/20/2023
* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: [Signature] Date: 1/24/23
** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Aileen Cormack Phone #: 707 280-5847 (cell) 707 890-3880 ext 31288
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 2/27/2023 Proposed Contract End Date: 3/10/2023

Requisition #: _____

BUSINESS SERVICES USE ONLY

Verified Receipt of: Insurance(s) W-9 Form HR Clearance, if applicable
Funding Source /Funding Category verified: YES NO **Board Approval Date:** _____

Verified by: _____ Date: _____
Fiscal Services Authorizer **LAST REVISED ON 4-5-17**

1. Services.

(a) DISTRICT's Responsibilities and Duties:

b) CONTRACTOR's Responsibilities and Duties:

Contractor's duties include providing a two week long program of instruction (Cartooning and Comics) over the course of two weeks (6 days total) with all 5 Slater Art classes. LEVI PLEASE DESCRIBE YOUR PROGRAM IN MORE DETAIL.

Levi Miller's Cartoon Art Course is designed as an easy entry into cartoon art and sequential art or comic art.

We will focus on creating a 3D world on a 2D surface. We will work with turning shapes into objects, and objects into characters. We will learn to draw the head and face. We will learn to add expression and emotion to the face. We will then work on the proportions of the body and how to capture movement.

We will also talk about storytelling and we will analyze comic book pages to try and understand the advantages of the medium. We will then try to put all those pieces together and create our own comics characters and comics.

I try to make the course fun and casual. A main point I try to emphasize is that the only difference between the kids and people that are really excellent at something, is experience. I let them know that they will get good at whatever they put their efforts into. It just takes time!

2) Term. CONTRACTOR shall commence providing services under this CONTRACT on **February 27th, 2023**, and will continue through **March 10th, 2023**, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3) Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed **\$950.00 Dollars**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

4. Expected Outcomes (Deliverables). DISTRICT expects the following outcomes from the services performed by CONTRACTOR pursuant to this CONTRACT (What was the positive impact on the students? How will/is it measured?):

[Develop metrics – **Describe** the metrics to be used to measure the effectiveness of services. Indicate benchmark metrics as well as the goal by the end of the contract. Data to be gathered by the CONTRACTOR and provided to the DISTRICT]

This will impact 160 (7th and 8th grade) students and data will be evaluated through Youth Truth and Panorama surveys. The instructor will receive a post-residency evaluation to provide feedback.

5. Alignment with DISTRICT Strategic Plan. This CONTRACT supports the following Strategic Plan Goals (check all that apply):

	Board Strategic Priorities
X	Priority 1- Life Ready Learners
X	Priority 2- Whole Person Focus
X	Priority 3- High Quality Staff
X	Priority 4- Teaching and Learning Environment and Resources
X	Priority 5- Equity and Excellence
	Priority 6- Family Engagement and Community Partnerships
	Priority 7- Sustainable Funding

6. Expenses. Except as set forth herein, DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

7. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

8. Materials. **CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided** pursuant to this CONTRACT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

10. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any Liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance

hereunder, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

11. Insurance: With respect to the performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".

(b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.

(c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this CONTRACT.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) Sexual Abuse and Molestation coverage in an amount no less than \$1,000,000 per occurrence, with an annual aggregate of \$2,000,000, endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Contractor will be directly supervising children]**

(f) Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this CONTRACT is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Professional Services is checked on first page]**

(g) Documentation: The following documentation shall be submitted to the DISTRICT:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this CONTRACT.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this CONTRACT.

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(h) Policy Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(i) Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT; the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this CONTRACT and obtain damages from the CONTRACTOR resulting from the breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

12. Termination:

(a) DISTRICT may terminate this CONTRACT without cause by giving thirty (30) calendar days written notice to CONTRACTOR. In the event DISTRICT elects to terminate the CONTRACT without cause, it shall pay CONTRACTOR for services satisfactorily rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

13. Fingerprints. The DISTRICT has considered the totality of the services to be provided under this CONTRACT and has determined that CONTRACTOR and CONTRACTOR'S employees are subject to the fingerprinting requirements of Education Code section 45125.1. CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

14. Confidentiality. CONTRACTOR acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law and DISTRICT policy relating to privacy. CONTRACTOR shall ensure that all activities undertaken pursuant to this CONTRACT comply with these requirements.

15. Ownership of Work Product: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any work product gathered or computed by

CONTRACTOR prior to termination of this CONTRACT by DISTRICT or upon completion of the work pursuant to this CONTRACT.

16. Assignment. The obligations of the CONTRACTOR pursuant to this CONTRACT shall be performed solely by CONTRACTOR and shall not be assigned or transferred by the CONTRACTOR to any third party or employee/agent of CONTRACTOR without the DISTRICT'S prior written consent.

17. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

18. Permits/Licenses. CONTRACTOR shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this CONTRACT.

19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

20. Notice. All notices or demands to be given under this CONTRACT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which either party may give notices or demands may be changed by written notice given in accordance with the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: Levi Miller

Street: 210 Sunnyvale Drive

City/State/Zip: Healdsburg, CA 95448

Phone: 707-486-5353

Email levimillerart@gmail.com

21. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this CONTRACT are incorporated by this reference.

22. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

23. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT. CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

24. Severability. If any term, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

25. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS 15TH DAY OF JANUARY, 2023.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: Levi Miller

Lisa Cavin _____

Print Name: Levi Miller

Associate Superintendent

Title: Cartoon Art Teacher

mmartin@srcs.k12.ca.us

Email: levimillerart@gmail.com

707-890-3800 x80201 _____

Phone: 707-486-5353

Memorandum of Understanding (MOU)
Between Santa Rosa City Schools and Community Child Care Council of Sonoma County

This MOU between Santa Rosa City Schools (SRCS) and Community Child Care Council of Sonoma County (4Cs) is for the purpose of three (3) inclusive preschool seats at Willow Creek Preschool.

SRCS Responsibilities and Duties:

- SRCS will assess and identify students for Special Education and, as per student's Individualized Education Program (IEP), developed in accordance with IDEA, refer appropriate students to attend the 4Cs Willow Creek site.
- SRCS will provide funding at the daily rate of \$0/student for three (3) identified students, in the preschool program provided by 4Cs for 3 hours per school day during the regular school year.
- SRCS will pay a Part-Day Preschool Daily Rate (3 hours) of \$88.91/seat (including the amount for one meal) if the seats are not filled. Payment for reserved seats will be received within 30 days of receipt of invoice.
- SRCS will work with 4Cs to follow enrollment protocol by ensuring the child/family completes all 4Cs enrollment procedures.
- SRCS Special Education Teacher shall provide a minimum of 2 hours per week on site in collaboration/consultation with the 4Cs Teacher to advise curriculum, services, accommodations/modifications, and other supports for the purpose of providing assistance for the student's success in the 4Cs program.
- A SRCS Special Education Teacher shall provide the student with direct service when a student needs that service, as identified in the student's IEP.
- Under the guidance of the SRCS Special Education Teacher, a SRCS Special Education Assistant shall provide additional support for the SRCS students on a daily basis during the student's hours of attendance.
- SRCS service providers will provide direct support services (i.e., Speech Therapy, Occupational Therapy, Adapted P.E.) when a student needs that service, as identified in the student's IEP.
- SRCS will invite the 4Cs Teacher to participate in the IEP process and IEP meetings for each student.
- This MOU between 4Cs and SRCS shall be reviewed on a yearly basis.

4Cs Responsibilities and Duties:

- 4Cs will save 3 seats for identified SRCS students for 3 hours per school day.
- 4Cs will work with SRCS to ensure identified students/families complete all 4Cs enrollment procedures.
- 4Cs shall provide high quality preschool classrooms and curriculum. 4Cs shall meet with a SRCS Special Education Teacher to collaborate/consult on curriculum, services, accommodations/modifications, and other supports for the purpose of providing assistance for the student's success in the 4Cs program.
- 4Cs shall support all identified accommodations/modifications identified in the student's IEP.
- The 4Cs Teacher will participate in the IEP process and IEP meetings for each identified student.

- 4Cs will track the daily attendance for each identified student and share this information with SRCS on a monthly basis. 4Cs will provide SRCS notification if a student is absent for 5 or more consecutive days or has less than an 85% attendance rate.
- 4Cs will be responsible for meeting all state-required Early Childhood Education qualifications and clearances for their staffing, curricular materials, and facilities.
- 4Cs will invoice SRCS by the 20th of each month for the previous month's services.

Expected Outcomes:

- 4Cs provides evidence-based school-readiness programming designed to increase the number of preschool children entering kindergarten healthy and ready to learn.
- 4Cs uses the Desired Results Developmental Profile (DRDP), or a comparable developmental assessment, to track the progress of all the students and plan targeted activities where children will develop the necessary skills to reach the next developmental level. The expected, quantifiable outcome is for each child to demonstrate an increase in content knowledge across all curriculum areas. Students are assessed 60 days after their initial enrollment and again 6 months later. These areas of development include: social-emotional, cognitive, language, physical and nutrition education.
- Through intentional planning, antidotal observations, detailed assessments, child centered curriculum, and family partnerships and participation, teachers have reported that children transitioning to kindergarten from preschool are more prepared and ready to learn.

Alignment with SRCS Strategic Plan:

This MOU supports the following Strategic Plan Goals (check all that apply):

- Provides a coherent, rigorous, and relevant teaching and learning program to graduate college and career ready students.
- Increases student and family wellness and engagement through the full-service community school model.
- Serves all students with a fair, just, and equitable distribution of resources: Personnel, financial, and instructional.
- Provides safe and inviting facilities with current technology.

Term:

This MOU shall commence on December 1, 2022, and will continue through June 30, 2023, subject to revision and renewal in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

**Community Child Care Council
of Sonoma County**

Santa Rosa City Schools

By: _____ Date: _____
Name: Melanie Dodson
Title: Executive Director

By: _____ Date: _____
Name: Lisa Cavin
Title: Associate Superintendent



Mobile Modular Management Corporation
 5700 Las Positas Road
 Livermore, CA 94551
 Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

Lease Agreement

Contract: 210048803.1
Contract Term: 12 Months
 Date Printed: 01/25/2023
 Start Rent Date: 02/20/2023

Customer & Site Information		Mobile Modular Contact
Customer Information: Santa Rosa City SD 211 Ridgway Ave Santa Rosa, CA 95401 Erik Oden eoden@srcs.k12.ca.us (707) 890-3800 8023	Site Information: Santa Rosa City SD 1700 Fulton Road Santa Rosa, CA 95403 Erik Oden eoden@srcs.k12.ca.us (707) 890-3800 8023 Customer PO/Reference: Exp: // By:	Questions? Please Contact: Carl Yeremian Carl.Yeremian@mobilemodular.com Direct Phone: (925) 453-3118 All other inquiries: (925) 606-9000

Product Information

	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Classroom, 24x40 DSA (Item1001) (RH) <i>Right Hand Door Configuration. Open plan. Tackboard interior.</i>	1	\$1,334.00	\$1,334.00	N
Classroom, 24x40 DSA (Item1001) (RH) <i>Right Hand Door Configuration. Open plan. Tackboard interior.</i>	1	\$1,334.00	\$1,334.00	N
Classroom, 24x40 DSA (Item1001) (RH) <i>Right Hand Door Configuration. Open plan. Tackboard interior.</i>	1	\$1,334.00	\$1,334.00	N

Charges Upon Delivery:

	Qty	Charge Each	Total One Time Taxable	
Classroom, 24x40 DSA (Item1001) (RH)				
Additional Labor, Rolling On Deliver(PW) <i>Prevailing Wage Cert. Payroll Includes forklift</i>	1	\$1,386.00	\$1,386.00	N
Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$5,608.00	\$5,608.00	N
Delivery Haulage Fuel 12 Wide Lowboy	2	\$223.00	\$446.00	N
Delivery Haulage Lowboy 12 wide	2	\$1,487.00	\$2,974.00	N
Delivery Haulage Permit 12 wide Lowboy	2	\$135.00	\$270.00	N
Delivery Haulage Pilot 12 wide Lowboy	2	\$432.00	\$864.00	N
Essential Material Handling Fee	1	\$2,050.00	\$2,050.00	N
Installation, Ramp Skirting (PW) <i>Prevailing Wage Cert. Payroll</i>	36	\$22.00	\$792.00	N
			\$14,390.00	
Classroom, 24x40 DSA (Item1001) (RH)				
Additional Labor, Rolling On Deliver(PW) <i>Prevailing Wage Cert. Payroll Includes forklift</i>	1	\$1,386.00	\$1,386.00	N
Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$5,608.00	\$5,608.00	N
Delivery Haulage Fuel 12 Wide Lowboy	2	\$223.00	\$446.00	N
Delivery Haulage Lowboy 12 wide	2	\$1,487.00	\$2,974.00	N
Delivery Haulage Permit 12 wide Lowboy	2	\$135.00	\$270.00	N
Delivery Haulage Pilot 12 wide Lowboy	2	\$432.00	\$864.00	N
Essential Material Handling Fee	1	\$2,050.00	\$2,050.00	N
Installation, Ramp Skirting (PW) <i>Prevailing Wage Cert. Payroll</i>	36	\$22.00	\$792.00	N
			\$14,390.00	
Classroom, 24x40 DSA (Item1001) (RH)				
Additional Labor, Rolling On Deliver(PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$1,386.00	\$1,386.00	N



Mobile Modular Management Corporation
 5700 Las Positas Road
 Livermore, CA 94551
 Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

Lease Agreement

Contract: 210048803.1
Contract Term: 12 Months
 Date Printed: 01/25/2023
 Start Rent Date: 02/20/2023

Includes forklift

Block and Level Building (B5) (PW)	1	\$5,608.00	\$5,608.00	N
<i>Prevailing Wage Cert. Payroll</i>				
Delivery Haulage Fuel 12 Wide Lowboy	2	\$223.00	\$446.00	N
Delivery Haulage Lowboy 12 wide	2	\$1,487.00	\$2,974.00	N
Delivery Haulage Permit 12 wide Lowboy	2	\$135.00	\$270.00	N
Delivery Haulage Pilot 12 wide Lowboy	2	\$432.00	\$864.00	N
Essential Material Handling Fee	1	\$2,050.00	\$2,050.00	N
Installation, Ramp Skirting (PW)	36	\$22.00	\$792.00	N
<i>Prevailing Wage Cert. Payroll</i>				

\$14,390.00

Subtotal of Monthly Rent:	\$4,002.00
Monthly Personal Property Expense (PPE):	\$0.00
Taxes on Monthly Charges:	\$0.00
Total Monthly Charges (incl Taxes & PPE):	\$4,002.00
Subtotal of One-Time Charges upon Delivery :	\$43,170.00
Taxes On One Time Charges:	\$0.00
Security Deposit:	\$0.00
Est. Initial Invoice:	\$47,172.00

	Qty	Charge Each	Total One Time Taxable
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Charges Upon Return:

Classroom, 24x40 DSA (Item1001) (RH)				
Additional Labor, Rolling On Removal (PW)	1	\$1,386.00	\$1,386.00	N
Cleaning Fee	2	\$250.00	\$500.00	N
Prepare Equipment For Removal (B5) (PW)	1	\$4,144.00	\$4,144.00	N
Removal, Ramp Skirting (PW)	36	\$17.50	\$630.00	N
Return Haulage Fuel 12 Wide Lowboy	2	\$223.00	\$446.00	N
Return Haulage Lowboy 12 wide	2	\$1,487.00	\$2,974.00	N
Return Haulage Permit 12 wide Lowboy	2	\$135.00	\$270.00	N
Return Haulage Pilot 12 wide Lowboy	2	\$432.00	\$864.00	N
			\$11,214.00	

Classroom, 24x40 DSA (Item1001) (RH)				
Additional Labor, Rolling On Removal (PW)	1	\$1,386.00	\$1,386.00	N
Cleaning Fee	2	\$250.00	\$500.00	N
Prepare Equipment For Removal (B5) (PW)	1	\$4,144.00	\$4,144.00	N
Removal, Ramp Skirting (PW)	36	\$17.50	\$630.00	N
Return Haulage Fuel 12 Wide Lowboy	2	\$223.00	\$446.00	N
Return Haulage Lowboy 12 wide	2	\$1,487.00	\$2,974.00	N
Return Haulage Permit 12 wide Lowboy	2	\$135.00	\$270.00	N
Return Haulage Pilot 12 wide Lowboy	2	\$432.00	\$864.00	N
			\$11,214.00	

Classroom, 24x40 DSA (Item1001) (RH)				
Additional Labor, Rolling On Removal (PW)	1	\$1,386.00	\$1,386.00	N
Cleaning Fee	2	\$250.00	\$500.00	N
Prepare Equipment For Removal (B5) (PW)	1	\$4,144.00	\$4,144.00	N
Removal, Ramp Skirting (PW)	36	\$17.50	\$630.00	N
Return Haulage Fuel 12 Wide Lowboy	2	\$223.00	\$446.00	N
Return Haulage Lowboy 12 wide	2	\$1,487.00	\$2,974.00	N
Return Haulage Permit 12 wide Lowboy	2	\$135.00	\$270.00	N
Return Haulage Pilot 12 wide Lowboy	2	\$432.00	\$864.00	N
			\$11,214.00	

Special Notes



Mobile Modular Management Corporation
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

Lease Agreement

Contract: 210048803.1
Contract Term: 12 Months
Date Printed: 01/25/2023
Start Rent Date: 02/20/2023

Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

Budgetary Quote: Pricing provided is for budgetary purposes only. A revised quotation will be provided once project details are clarified. If you are new to modular buildings and wondering what you need to know about them, please visit www.mobilemodularrents.com and view our FAQ worksheet "Considering Modular Buildings for Your Space Needs?". *Delivery pricing is estimated based on delivery within 50 miles of branch location. Pilots and permits not included and may be required. We look forward to working with you to refine your requirements.

Flooring (Carpet): This building ships standard with used carpet in good condition. Carpet may have some discoloration or wear and a carpet bar will be utilized at modline seams. New carpet is available for an additional charge. If provided, new carpeting should receive a minimum of 72 hours of airing-out time, under well-ventilated conditions, prior to occupancy.

Delivery of Equipment:

Delivery of Equipment: Customer is responsible for selecting a suitable site and directing Mobile Modular on exact placement/orientation of the Equipment. Customer shall physically mark the site/pad to indicate corner locations for Equipment placement.

DSA Classrooms include: (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to ceiling for future pull station & horn, skirting for perimeter of building only, standard factory ramp, and wood sill foundation for level site.

General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up, any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.

Ramps: Site conditions may affect ramp configuration and cost. Customer is responsible for transition from end of ramp to grade and for extended or custom rails, if needed. Ramp skirting is available for an additional charge. Mobile Modular provides used/refurbished ramps - new ramps are available for purchase only.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the classroom on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

Site Plan Review: Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

Yes - Prevailing Wage: Pricing includes prevailing wage and certified payroll for installation work performed on site.

Quote Based on Mobile Modular Standard Unit: Does not include permits, utility hook ups, site work, office equipment, furniture, coffee/water service, cleaning service, phone/internet service. Quote only includes items specifically listed on quote. If additional equipment is needed to set building, there will be an additional cost.

Special Terms & Important Contractual Information

- A minimum cleaning charge of \$450 per floor will apply for modular buildings.
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.



Mobile Modular Management Corporation
 5700 Las Positas Road
 Livermore, CA 94551
 Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

Lease Agreement

Contract: 210048803.1
Contract Term: 12 Months
 Date Printed: 01/25/2023
 Start Rent Date: 02/20/2023

- Rent will be billed in advance every 30 calendar days.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Insurance Requirements

Please send, or have your insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of \$1,000,000) listing Mobile Modular Management Corporation as an additional insured and property coverage for the value of the unit(s) leased listing Mobile Modular Management Corporation as loss payee.

Item & Description	Qty	Item Code	Ins. Value
Classroom, 24x40 DSA (Item1001) (RH)	1	1001	\$42,750.00
Classroom, 24x40 DSA (Item1001) (RH)	1	1001	\$42,750.00
Classroom, 24x40 DSA (Item1001) (RH)	1	1001	\$42,750.00



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Incorporation by Reference

The Lease Agreement is subject to the Supplemental Lease Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be viewed in the Resources section of Lessor's website at (<http://www.mobilemodular.com/contractterms>). The Lessee hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

Please sign below and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as lessor ("**Lessor**") and lessee ("**Lessee**", as described above in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

<p>LESSOR:</p> <p style="text-align: center;">Mobile Modular Management Corporation</p> <p>Signature:</p> <p>Print Name:</p> <p>Title:</p> <p>Date:</p>	<p>LESSEE:</p> <p style="text-align: center;">Santa Rosa City SD</p> <p>Signature:</p> <p>Print Name:</p> <p>Title:</p> <p>Date:</p>
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ATTACHMENT A

LEASE TERMS AND CONDITIONS

1. LEASE. Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on the Lease Agreement hereto (the "**Equipment**") on the terms and conditions set forth herein. Each such Lease Agreement ("**Agreement**") and the lease provisions on Lessor's website at (<https://www.MobileModular.com/ContractTerms>) (the "**Incorporated Provisions**"), which are incorporated by reference into the Agreement, shall constitute a separate and independent lease (a "Lease") of the Equipment listed in the Agreement under "Product Information". In the event of a conflict between this Agreement and Lessee's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. LEASE TERM. The Agreement shall be in full force and effect upon the date of execution by Lessee. The Lease Term and Monthly Rent shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the "**Lease Term**"). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to **Section 4**) for each month during the Lease Term. This Lease Agreement defines a month as 30 calendar days; rent will be billed monthly unless otherwise specified. In the event that Lessee terminates the Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor following the receipt of the termination request. Such early termination fee may include charges related to the preparation of the Equipment for delivery and/or the rental value of the Agreement. In no event shall any such early termination fee exceed the total value of the Lease Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

3. RETURN OF EQUIPMENT. Regardless of the stated Lease Term, Lessee must provide a minimum of 60 days' prior notice for return delivery of Equipment. Please review the Incorporated Provisions on Lessor's website at (<https://www.MobileModular.com/ContractTerms>) for the conditions under which the Equipment must be returned. Unless otherwise agreed upon by Lessor in writing, Monthly Rent shall be due until return of the Equipment to Lessor is completed and shall not be based upon the date such return is requested. Lessor prorates rent in one-half (1/2) month increments only. Lessee is responsible for paying the full month's rental payment for Equipment returned after the



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fifteenth (15th) day of the billing cycle.

4. HOLDING OVER; LEASE EXTENSION. Following the expiration of the Lease Term, the Lease and the terms and conditions set forth herein, shall be extended on a month-to-month basis until the Equipment is returned to Lessor. In this event, Lessor may establish a revised rental rate which shall constitute the Monthly Rent. The charges upon return and any other charges related to the return of the Equipment may be reasonably revised from those reflected in the Agreement, at Lessor's discretion, should the Lease be extended beyond the initial Lease Term.

5. LESSEE AGREEMENTS. Lessee agrees that:

(a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and

(b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes, pursuant to Section 6 of the Incorporated Provisions. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

6. SECURITY DEPOSIT. Lessee shall pay to Lessor the Security Deposit specified in the Agreement, which may be due upon execution of the Agreement, if specified. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and is continuing and Lessee has complied with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.

7. ASSIGNMENT. Lessee will not assign, convey, transfer, or pledge as security or collateral its interest, or any part thereof, in and to any Lease or the Equipment without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or pledge of security or collateral, whether voluntary or involuntary, shall be null and void, and any such attempt act may be considered an Event of Default. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or pledge as security or collateral its interest or any part thereof, in and to the Lease.

8. PAYMENTS. Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever.

9. TAXES AND LIENS. Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease.

10. LOSS OR DAMAGE. Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within ten (10) days thereafter, an amount equal to the full replacement value of the Equipment. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that which Lessee has paid to Lessor pursuant to this paragraph.

11. INSURANCE. Lessee shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for general liability insurance (minimum of \$1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty-(30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance certificates, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or towards payment of Lessee's obligations under the Lease. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.



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LESSEE SHALL PROVIDE EVIDENCE OF INSURANCE IN THE FORM A CERTIFICATE OF INSURANCE IN WHICH LESSOR IS NAMED AS AN ADDITIONAL INSURED AND LOSS PAYEE AS SOON AS PRACTICABLE FOLLOWING EXECUTION OF THIS AGREEMENT. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT WILL NOT BE DELIVERED OR INSTALLED UNTIL THE REQUIRED CERTIFICATE OF INSURANCE IS RECEIVED BY LESSOR.

Should Lessee fail to deliver to Lessor the insurance certificates, or evidence of insurance related thereto, meeting the above requirements on or before the Start Rent Date, Lessee will be in default under this Agreement and Lessor, at its option, may, among other actions, impose a one-time fee for processing of up to One Hundred Dollars (\$100) and may assess as additional rent an uninsured lessee fee of ten percent (10%) of the monthly rental from the start of the lease term until the required insurance certificate is delivered to Lessor. Neither of the foregoing fees shall in any event constitute a waiver of Lessee's default or breach of this Agreement with respect to such failure nor prevent the exercise of any of the other rights and remedies granted to Lessor hereunder or available to Lessor under applicable law or equity. Any failure by Lessor to obtain or receive a certificate of insurance will not be deemed a waiver of Lessee's obligations to procure and maintain the insurance specified herein. These fees shall not be refundable.

12. WAIVER AND INDEMNIFICATION.

(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessor hereunder, even if the parties have been advised of the possibility of such damages.

(b) Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, "**Claims**") arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, including to the extent arising from Lessor's negligence, (ii) Lessee's failure to comply with any of the terms of the Lease, and (iii) any theft or destruction of, or damage to, the Equipment. If the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law. Lessee shall make all payments due under this Section upon demand by Lessor.

13. EVENTS OF DEFAULT.

(a) Each of the following shall constitute an "**Event of Default**": (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (3) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (4) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) **REMEDIES OF LESSOR:** Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (2) terminate the Lease as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (6) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (7) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (8) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess.

14. **OWNERSHIP AND MARKING OF EQUIPMENT.** Title to the Equipment shall remain with Lessor (or its Principal). Unless otherwise



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specified in writing by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

15. COMPLIANCE WITH LAW. Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the cost of all license and registration fees and renewals thereof.

16. GOVERNING LAW. Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

17. JURISDICTION.

(a) In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) In all other cases, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

18. MEDIATION; ARBITRATION. Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.

19. CREDIT CARD AUTHORIZATION. Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

20. HAZARDOUS MATERIALS. Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

21. FEDERAL CONTRACTOR. As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a)). **Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

22. MISCELLANEOUS. Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

23. ENTIRE AGREEMENT. The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

Lease Terms and Conditions, Rev. 05/24/21



QUATTROCCHI KWOK
ARCHITECTS

January 21, 2023

Erik Oden
Director Maintenance, Operations & Transportation
Santa Rosa City Schools
211 Ridgeway Ave.
Santa Rosa, CA 95401

RE: Piner HS Temporary Portables
QKA Project: 2185.00

Erik;

We are pleased to provide this proposal to provide Architectural Services to the District to obtain DSA Approval for the installation of three temporary portable classrooms to provide temporary housing during repair work to existing classroom buildings. This work will be completed in collaboration with the contractor hired by the District's insurance carrier, but billed through the District. Our services will include Electrical and Civil Engineering services provided by our consultants. QKA will submit construction drawings to DSA for approval according to the procedure for emergency relocatable classrooms under DSA IR A-1.

QKA proposes to provide these services on a time and materials basis according to the hourly rate schedule attached with an initial authorization of \$50,000. Should additional fee be needed to complete requested tasks QKA will request an addition authorization. Consultant fee, DSA Fee and reimbursable expenses will be billed at cost plus 5%.

Please let us know if you have any questions regarding this proposal. If these terms are acceptable, please return one signed copy of this proposal.

MAIN:

636 Fifth Street, Santa Rosa, CA 95404

EAST BAY:

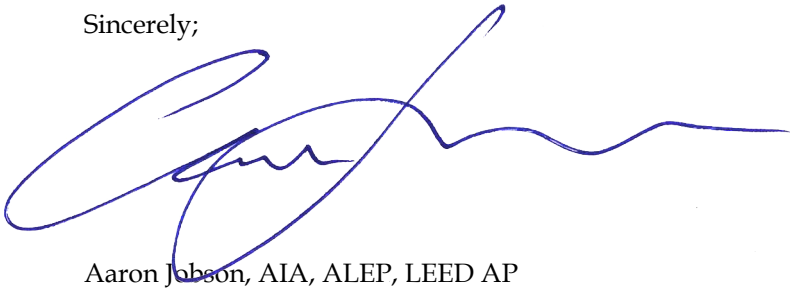
55 Harrison Street, Suite 525, Oakland, CA 94607

707.576.0829

A California Corporation

www.qka.com

Sincerely;

A handwritten signature in blue ink, appearing to read 'Aaron Johnson', with a large, stylized flourish on the left side.

Aaron Johnson, AIA, ALEP, LEED AP

Agree to scope and fees for the Santa Rosa City School District:

Date: _____

Signature: _____

Name: _____



QUATTROCCHI KWOK
ARCHITECTS

Hourly Rate Schedule For Calendar Year 2023

Principal	\$260/hr.
Project Manager/Associate/Director	\$240/hr.
Project Architect/Designer	\$225/hr.
Job Captain	\$210/hr.
Construction Admin Project Manager	\$220/hr.
Assistant Construction Admin Project Manager	\$200/hr.
Interior Designer	\$220/hr.
Junior Designer	\$195/hr.
Construction Admin Project Coordinator	\$185/hr.
Administrative	\$135/hr.

Consultants: 1.10 times the consultants' standard hourly rates.

The above rates are effective January 1, 2023, and are in effect for the calendar year 2023. On January 1 of each of the subsequent years, the above rates shall be adjusted at the rate of the Consumers Price Index as published by the Bureau of Labor Statistics.

MAIN:

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EAST BAY:

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