

Name / Organization: Sonoma Splash

PO / REQ#: n/a

\$ 0



Department: Business

**Contract Checklist**

Budget Resource: - \_\_\_\_\_ Management Code: - \_\_\_\_\_

Does this contract fill an open position? **NO** If YES, then HR must review: \_\_\_\_\_ (HR initials)

**THIS CHECKLIST MUST ACCOMPANY ALL AGREEMENTS WHEN BEING SENT TO THE DISTRICT OFFICE FOR APPROVAL. ALL CONTRACTS/MOUS MUST INCLUDE A NON-DISCRIMINATION CLAUSE.**

- Hiring an independent contractor/vendor? If yes, please go to the **Standard Agreement Section.**
- Hiring an outside vendor who specializes in a specific service and whose organization has their own contract template? If so, please go to the **Vendor Contract Section.**
- Entering into an ongoing agreement with a community partner or organization (such as the Boys and Girls Club, La Luz, or North Bay Children's Center) where both the District and our partner have specific roles? If so, please go to the **MOU Section.**

**STANDARD AGREEMENT SECTION**

- Please fill out the first paragraph.
- Consultant Services (Section 1) must be completed. Please include what the purpose is for this work. How does this align with the District's goals, Strategic Plan, and LCAP?

- Term of Agreement (Section 2) must be completed.
- Payment (Section 3) must be completed.
- Fingerprints (Section 6) must be completed. *NOTE: Any contractor who is working with students in-person must be fingerprinted.*
- Insurance (Section 7) must be completed. Select all that apply.
  - Worker's Compensation Insurance** is required when a contractor has employees.
  - General Liability Insurance** is the most basic of coverages and is required in every contract.
  - Automobile Insurance** is required if the consultant is driving students.
  - Professional Liability (Errors & Omissions)** is required when the contractor provides a professional service requiring special skills and knowledge. This covers damages in the form of other costs, such as to fix a job done wrong.

Attach:

- W-9 (for new vendors only)
- Certificate of Insurance
- A copy of the Purchase Order or Requisition
- Resume of independent contractor

Administrator Approval: \_\_\_\_\_

**VENDOR CONTRACT SECTION**

- Description of the purpose of the contract:

- How does this align with the District's goals, Strategic Plan, and LCAP?

- Contract must include:

- Term of Agreement
- Termination Clause
- Fee
- Non-Discrimination Clause

- Fingerprints must be completed. *NOTE: Any contractor who is working with students in-person must be fingerprinted.*

- Insurance must be included. Select

- Worker's Compensation Insurance** is required when a contractor has employees.
- General Liability Insurance** is the most basic of coverages and is required in every contract.
- Automobile Insurance** is required if the consultant is driving students.
- Professional Liability (Errors & Omissions)** is required when the contractor provides a professional service requiring special skills and knowledge. This covers damages in the form of other costs, such as to fix a job done wrong.

- Attach:

- W-9 (for new vendors only)
- Certificate of Insurance
- A copy of the Purchase Order or Requisition

- Administrator Approval: Dr. Rodriguez Chien

**MOU SECTION**

- Please submit a copy of the proposed MOU to the SVUSD Business Office for review.

- How does this align with the District's goals, Strategic Plan, and LCAP?

Goal 3: Providing a safe and engaging environment for all students through Multi-tiered systems of behavior and social-emotional support.

- Attach a copy of the Purchase Order or Requisition.

- Administrator Approval: Dr. Rodriguez Chien

**Memorandum of Understanding between  
Sonoma Valley Unified School District and  
Sonoma Valley Health and Recreation Association**

As defined in the Joint Use Agreement between Sonoma Valley Health and Recreational Association, dba Sonoma Splash and Sonoma Valley Unified School District (SVUSD) an annual MOU is required. Following are the terms of the July 1, 2023 – January 31, 2024 MOU.

**1) Purpose and Scope**

- a) On May 18<sup>th</sup> 2021 the SVUSD approved a Joint Use Agreement with SONOMA SPLASH to support community use of the Sonoma Valley High School Aquatic Facility ("Use Agreement"). The Aquatic Facility is expected to be completed and available for community use by Oct 2022. In the Use Agreement an MOU is specified to be completed by May for the following year. This MOU for the July 1, 2023 – January 31, 2024 school year will cover initial agreements made and as all parties become more familiar with pool operation and community interest it is expected that this MOU will be updated as needed.
- b) As specified in the Joint Use Agreement, this MOU will cover operations, maintenance & repair, use schedules, revenue plan and budget for the aquatic facility.
- c) The aquatic facility contains 2 pools, a 16-lane competition pool (competition pool) and a warm learn to swim pool (learning pool), a mechanical building with a life guard room, bathrooms and 2 storage rooms. A community building with locker rooms, bathrooms, outdoor showers, a meeting room, an office and a check-in station.

**2) Operations**

- a) Aquatic Facility Schedule of Use
  - i) SVUSD and Sonoma Splash will utilize the Facilitron system to reserve times for their use.
  - ii) SVUSD will have first priority but will need to establish reserved schedule to enable Sonoma Splash to reserve community use times. In the first year of operation this is expected to be an iterative process as the High School and Sonoma Splash establish their programs throughout the year.
  - iii) Initially it is agreed the competition pool will be reserved for exclusive SVUSD use from 8:00 to 3:30 on regular school days and from 8:00 to 2:45 on minimum days.
  - iv) During the school day hours, access by community members will be required to utilize the RAPTOR system.
- b) Keys
  - i) Sonoma Splash will be provided with keys to the facility. Sonoma Splash will request the total number of keys needed. Each key will be assigned to a specific SPLASH employee and signed out through the High School. The aquatic facility will be keyed to enable any High School master key to have access.
- c) Security Cameras
  - i) A security camera system will be in place. Sonoma Splash will only have access to the security cameras focused on the Aquatic Facility.

ii) SVUSD will have access to all security cameras focused on the High School.

d) Insurance

i) See Exhibit A

e) Facilities

i) Sonoma Splash will have sole use of the office space and one of the storage areas.

ii) SVUSD will have sole use of one of the storage areas.

iii) All other aquatic facility areas will be available for reserved use.

iv) The parking area with 17 spaces and ADA parking adjacent to the aquatic facility will be primarily used for the aquatic facility.

**3) Maintenance and Repair**

a) SVUSD will have sole responsibility for the maintenance and repair of the facility.

b) Whichever party is operating the facility will be responsible for: ensuring that the water chemistry and clarity remains balanced and safe, in accordance with the training delivered by Waterworks Industries.

**4) Revenue/Budget**

a) SVUSD will create a separate budget within the district's financial system to record all SVUSD's expenses and revenues related to the operations of Aquatic Facility. In the first year of operations the pro forma budget and revenue plan presented to the SVUSD trustee's board meeting May 2021 will be considered the initial budget and will be used as needed throughout the first year.

**5) Use Agreement Section III, subpart G. Incorporated Provisions**

a) Sonoma Splash shall at all times provide a sufficient number of Sonoma Splash employees to supervise its programs and activities in a safe manner. Any program or activity to be conducted at the Aquatic Facility during instructional days that is provided by anyone other than Sonoma Splash shall at all times be supervised directly by an employee of Sonoma Splash.

b) SVUSD shall at all times provide a sufficient number of SVUSD employees to supervise its programs and activities in a safe manner.

c) The District and Splash shall each defend, indemnify, and hold harmless the other and its officers, officials, employees, agents, and volunteers of either organization from and against all claims, damages, losses and expenses, including attorney fees, arising out of or related to either party's acts or omissions in connection with this Agreement, except where the claim, injury, damage, loss, or expense is caused by the sole negligence or willful misconduct of the indemnified party.

d) Disputes under this Agreement shall be resolved consistent with Section IV, subpart 15 of the Use Agreement.

e) The parties agree that there shall be no discrimination based upon actual or perceived sex, sexual orientation, gender, gender identity, gender expression, age, ethnic group identification, race, ancestry, national origin, religion, color or mental or physical disability against any person.

f) In case of an emergency need SVUSD will coordinate with emergency agencies on any needed use.

g) Safety/security/fingerprinting: The parties agree and will ensure that all staff are trained in all safety related matters as required by law or appropriate for the services provided at the Aquatic Facility. This includes criminal history checks as part of pre-employment screening. All employees and volunteers

of Sonoma Splash who are performing services at the Aquatic Facility on instructional days and who may be in close proximity to students of SVUSD, as determined by SVUSD, shall be fingerprinted and shall pass the same security screening required of classified employees by the District or shall be under continuous direct supervision by an individual who has passed such security screening.

- h) Sonoma Splash shall not use the Aquatic Facility or permit anything to be done in or about the Aquatic Facility which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated.
- i) No alcohol, tobacco products, drugs or drug paraphernalia are allowed at the Aquatic Facility at any time.

**6) Amendments**

- a) The parties will work together in establishing additional terms and conditions of the partnership as the need arises. Accordingly, the Parties may amend this MOU at any time upon written mutual agreement.

**7) Term of Understanding**

- a) The term of this MOU is for July 1, 2023, from the effective date of this agreement until January 31, 2024. In the first year of operation after both parties have practical experience in the operation of the facility and programs this MOU can be revisited with agreement of both parties.

Signatures of authorized agency representing

Signature: Jeanette Rodriguez-Chien Date: 10/2/23  
Jeanette Rodriguez-Chien, Superintendent  
Sonoma Valley Unified School District

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Paul Favaro, Board President  
Sonoma SPLASH

## Exhibit A

Sonoma SPLASH shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the responsibilities as outlined in this MOU and the results of that work by Sonoma SPLASH, their agents, representatives, employees or subcontractors.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto, or if SPLASH has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Sonoma SPLASH maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Sonoma SPLASH. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### *Additional Insured Status*

SVUSD (the Entity), its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the SPLASH including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to SPLASH's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 26; **and** CG 20 37 if a later edition is used).

#### *Primary Coverage*

For any claims related to this contract, the **Sonoma SPLASH's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 010413 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the SPLASH's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

#### *Umbrella or Excess Policy*

SPLASH may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self- Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the SPLASH's primary and excess liability policies are exhausted.

#### *Notice of Cancellation*

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

#### *Waiver of Subrogation*

#### *Special Risks or Circumstances*

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SPLASH hereby grants to Entity a waiver of any right to subrogation which any insurer of SPLASH may acquire against the Entity by virtue of the payment of any loss under such insurance. SPLASH agrees to obtain any

endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Entity hereby grants to SPLASH a waiver of any right to subrogation which any insurer of the Entity may acquire against SPLASH by virtue of the payment of any loss under such insurance. The Entity agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SPLASH has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the SPLASH to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Entity. Any and all deductibles and SIRs shall be the sole responsibility of SPLASH who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Entity may deduct from any amounts otherwise due SPLASH to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.

*NOTE to Agencies: The SIR is not paid, there is NO COVERAGE for the Insured or you as the Additional Insured or Indemnified Party. Since there is usually a requirement in the SIR provisions on the SPLASH's policy that the Named Insured SPLASH (not the Agency as an Additional Insured) is the only party allowed to make the payment of the SIR in order to trigger coverage, it is necessary to include the Contract provision requirement above*

### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

### ***Claims Made Policies (note - should be applicable only to professional liability, see below)***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the SPLASH must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

### ***Verification of Coverage***

SPLASH shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the SPLASH's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.