

**AMENDMENT 1**  
**TO MEMORANDUM OF UNDERSTANDING BETWEEN**  
**SANTA ROSA CITY SCHOOL DISTRICT AND**  
**NORTHERN CALIFORNIA CENTER FOR WELL-BEING**

This amendment to the existing Memorandum of Understanding is by and between the Northern California Center for Well-Being, PO Box 3644, Santa Rosa, CA, 95402 (hereinafter referred to respectively as "NCCWB") and Santa Rosa City School District, Hilliard Comstock Middle School located at 2750 W Steele Ln Santa Rosa CA 95403 (hereinafter referred to respectively as "HCMS"). NCCWB and HCMS shall be hereinafter jointly referred to as the "parties."

**A. PURPOSE:**

1. The purpose of this Memorandum of Understanding is to guide and direct the parties respecting their affiliation and working relationship to implement a **Youth Vaping Cessation Program** for March through June 2023-2024 school year and the entire 2024-2025 school year to Hilliard Comstock Middle School.
2. Neither party intends for this Memorandum to alter in any way their respective legal rights or their legal obligations to one another. However, the understandings contained herein may be incorporated into and made a part of a subsequent agreement executed between the respective HCMS and NCCWB in a form substantially similar to that which is attached hereto and hereby incorporated by reference as "Exhibit A" (hereinafter referred to as the "Agreement").

**B. GENERAL UNDERSTANDING:**

1. The Youth Vaping Cessation program will be of such content and cover such periods of time as may from time to time be mutually agreed upon by HCMS and the NCCWB.
2. The dates and times of the Youth Vaping Cessation program will be mutually determined by the agreement of the parties and may be altered by mutual agreement. Either the NCCWB or HCMS may withdraw any student from the Youth Vaping Cessation program for any other reason where either party reasonably believes that it is not in their best interest for the staff or school sites to continue. Such party shall provide the other party with immediate notice of the withdrawal and written reasons for the withdrawal.
3. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, disability or veteran's status in either the selection of students for participation in the Youth Vaping Cessation program., or as to any aspect of the Youth Vaping Cessation program.; provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself, preclude the effective participation in the Youth Vaping Cessation Program.

**C. NCCWB RESPONSIBILITIES:**

1. Appropriate fingerprints, TB clearances and required certifications must be obtained prior to commencement of services.

2. Entering into this contract certifies that any NCCWB employees that enter on campus are not registered sex offenders.
3. Our Agency will follow all district Distance Learning and COVID-19 requirements as stated by the district policies. Our Agency will communicate and collaborate with school administrators as questions and protocol change over the course of the school year.
4. Offer 4-weekly Youth Vaping Cessation meetings to approximately 5-10 students to build their confidence to quit use of e-cigarettes and vapes, improve critical thinking skills, and learn the effects of nicotine and cannabis use.
5. Neither party is an agent, employee, or servant of the other. HCMS and the NCCWB acknowledge and agree that site participants in the Youth Vaping Cessation Program are not employees of HCMS by reason of such participation, and that they assume no responsibilities as to participation that may be imposed upon an employer under any law, regulation or ordinance.
6. This Memorandum of Understanding shall be governed by, construed and applied in accordance with the laws of the State of California.

D. NO COST – PILOT PROGRAM FOR ALTERNATIVE TO SUSPENSION. NCCWB will offer the Youth Vaping Cessation at no cost to HCMS. The program is grant-funded by the California Tobacco Control Program.

AGREED TO BY:

**SANTA ROSA CITY SCHOOLS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NORTHERN CALIFORNIA CENTER FOR WELL-BEING**

\_\_\_\_\_  
Signature

---

Name

---

Title

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Date



**Sonoma County Office of Education and Santa Rosa City School District  
Memorandum of Understanding for  
Direct Services for Foster Youth**

This Memorandum of Understanding (MOU) is entered into by and between Sonoma County Office of Education (hereinafter SCOE) and Santa Rosa City School District (hereinafter SRCS). It is expressly understood and agreed by both parties as follows:

The purpose of this MOU is to establish an agreement that allows SRCS to provide Direct Services for Foster Youth.

**Scope of Work:** Funds shall be used to provide direct services to foster youth, including, but not limited to, transportation, tutoring, mentoring, counseling, and direct interventions addressing reengagement, learning recovery, educational case management or advocacy, postsecondary preparation and matriculation, and the social and emotional needs of pupils in foster care enrolled in kindergarten or grades 1 to 12, inclusive.

**Terms:** The effective date of this agreement is August 1, 2023 through June 30, 2024

**Financial Relationship:** \$25,000 shall be provided to the School District to be reimbursed for direct services provided to foster youth within the SRCS school district.

Invoice to be provided by SRCS by June 30, 2024. Invoice should be sent to:

Sonoma County Office of Education  
Business Services Attn: Kasey Deis  
5340 Skylane Blvd.  
Santa Rosa, CA 95403

**Termination of Agreement:** This Agreement may be terminated at any time upon the mutual written agreement of the Parties or by either party with or without cause upon forty-five (45) calendar days' advance written notice to the other party.

**Amendments:** The terms of this agreement shall not be amended in any manner except by written agreement signed by both Parties.

**Mutual Indemnification:** To the fullest extent permitted by law, shall defend, indemnify, and hold harmless SCOE, its agents, representatives, officers, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, that arise out of or result from the exclusive negligent, wrongful or willful acts or omissions of SRCS, its employees, agents, subcontractors, independent contractors, consultants, or other representatives in connection with obligations under this Agreement. In the event any action or proceeding in any forum is brought against the SCOE for any such acts or omissions of SRCS shall defend the same at SRCS's expense.

To the fullest extent permitted by law, SCOE shall defend, indemnify, and hold harmless SRCS, its agents, representatives, officers, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, that arise out of

  
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or result from the exclusive willful acts or willful omissions of SCOE, its employees, agents, subcontractors, independent contractors, consultants, or other representatives in connection with obligations under this agreement. In the event any action or proceeding in any forum is brought against SRCS for any such acts or omissions of SCOE, SCOE shall defend the same at SCOE's expense.

**Force Majeure:** Neither party shall be deemed to be in default of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God (e.g. natural disasters, earthquakes, tornadoes, floods, epidemics and pandemics); any laws, regulations, or Orders of Local, State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall give the other party written notice of the cause for the delay as soon as practicable. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance of the terms of this Agreement. Neither party shall be liable for any services or costs if the failure to perform the Agreement arises from any of the contingencies listed above.

**Integration:** This Agreement represents the entire understanding of SRCS and SCOE as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing and signed by both Parties hereto.

**Governing Law:** This Agreement and all of its amendments entered into after the date of this Agreement, no matter their place of negotiation, execution, or performance, will be governed by the laws, notwithstanding its choice of law principles, then in effect in the State of California. If one Party asserts an action relating to or arising out of this Agreement or the breach thereof, that Party will commence the action in the principal place of residence or business of the other Party to this Agreement.

**Severability Waiver:** The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party permitting the waiver.


**Insurance Limits:** Each Party, at its sole expense, shall at all times maintain insurance or self-insure for commercial general liability using an occurrence policy for against personal injury and property damage that may arise from or in connection with their performance of this agreement in the amount not less than one million dollars (\$1,000,000) for any one person injured or killed, two million dollars (\$2,000,000) for injury or death of more than one person, or one million dollars (\$1,000,000) for property damage per occurrence.

  
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In witness whereof, the parties sign this Memorandum of Understanding (MOU) as set forth below:

Santa Rosa City Schools District

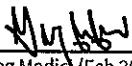
  
\_\_\_\_\_  
Lisa August (Feb 15, 2024 09:45 PST)

Lisa August, Associate Superintendent  
Name, Position

02/15/2024  
\_\_\_\_\_

Date

SONOMA COUNTY OFFICE OF EDUCATION -

  
\_\_\_\_\_  
Greg Medici (Feb 20, 2024 16:50 PST)

Greg Medici, Dept. Superintendent, Business Services

Feb 20, 2024  
\_\_\_\_\_

Date

  
DK

  
GR



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 Grasseti Environmental Consulting, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

Independent Contractor/Business/Organization\* X 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: \_\_\_\_\_

Funding Category: Base Supplemental Concentration
Restricted: Other:

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: \_\_\_\_\_

Approved at Site by\*: Date:
\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: Date:
\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Phone #:
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: Proposed Contract End Date:

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 4-17-23

1. Services.

(a) DISTRICT's Responsibilities and Duties:

The District will provide the consultant with the needed information in a timely manner and work in a cooperative manner.

(b) CONTRACTOR's Responsibilities and Duties:

The consultant will assist the District in preparing CEQA documents for the Santa Rosa HS Softball Scoreboard project.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on - February 28, 2024, and will continue through March 28, 2024, 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 One Thousand Eighty Dollars (\$1,080.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

As invoiced.

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?):

Consultant shall prepare CEQA documents based on information provided by the District and Construction Manager. CEQA documents will assist District in determining whether the SRHS Softball Scoreboard is subject to environmental review. Preparation and filing of the CEQA document(s) will satisfy the requirements of California public agencies as well as local government.

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

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

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](mailto:mmartin@srcs.k12.ca.us)

**CONTRACTOR:**

Grassetti Environmental Consulting

7008 Bristol Drive

Berkeley, CA 94705

510-849-2354

[gecons@aol.com](mailto:gecons@aol.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 28<sup>th</sup> DAY OF February, 2024.

**DISTRICT**

Signature: \_\_\_\_\_  
Lisa August  
Associate Superintendent  
[shoyos@sres.k12.ca.us](mailto:shoyos@sres.k12.ca.us)  
707-890-3800 x80201

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature:  \_\_\_\_\_  
Print Name: Richard Grasseti  
Title: Principal  
Email: [gecons@aol.com](mailto:gecons@aol.com)  
Phone: 510 849-2354

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated 13, 2024 for reference purposes only, and is made by and between the Santa Rosa City Schools (“District”) and *Wayne Bossier* (“Consultant”), (together, “Parties”).

WHEREAS, Government Code section 53060 authorizes the District to contract with independent entities for the furnishing of special and professional services and advice, if those persons are specially trained and experienced and competent to perform the services required;

WHEREAS, the District is in need of such services and advice and the Consultant warrants that it is specially trained, licensed, experienced and competent to perform the services required by the District;

WHEREAS, the Consultant agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Services. Consultant shall furnish to the District the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”).*[See Proposal attached.]*

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on **February 29, 2024**. Consultant shall diligently perform as required and complete performance by **March 31, 2024**, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. Submittal of Documents. The Consultant shall not commence the Services under this Contract until the Consultant has submitted and the District has approved the following documents:

- \_\_\_ Signed Agreement
- \_\_\_ Insurance Endorsements
- \_\_\_ Workers' Compensation Certificate
- \_\_\_ W-9 Form
- \_\_\_ Scope of Work
- N/A Fingerprinting/Criminal Background Certificate

4. Compensation. District shall pay Consultant for Services satisfactorily rendered pursuant to this Agreement, the sum of \$4,000. This sum shall be payable in monthly installments. Consultant shall invoice District for services rendered, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

5. Expenses. Expenses will not be charged for Consultant's performance of these Services, with the exception of *NONE*.

6. Materials. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

7. Independent Consultant. Consultant, in the performance of this Agreement, shall be and act as an independent consultant. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint venturers 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 or Worker's Compensation. Consultant 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 Consultant's employees. In the performance of the Services herein contemplated, Consultant shall have the sole authority for controlling and directing the performance of the details of the work. Consultant shall defend, indemnify, and hold harmless the District against any claims that it or any of its employees or agents are employees of the District.

8. Performance of Services / Standard of Care.

8.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession and applicable laws, rules and regulations.

8.1.1. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

8.1.2. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.

8.1.3. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess all appropriate licenses, and shall have sufficient skill and experience to perform the work assigned to them.

8.2. Consultant and District agree to participate in regular meetings to discuss strategies, timetables, implementation of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. The work completed hereunder must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

9. Originality of Services. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District (specifically excluding any underlying pre-existing intellectual property). District may use Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. Termination.

11.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

11.2. For Convenience by Consultant. Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

11.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

11.3.1. any material violation of this Agreement by the Consultant; or

11.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

11.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation

shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

11.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

12. Indemnification. To the furthest extent permitted by California law, Consultant shall indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, arising out of, pertaining to or relating to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant. Consultant shall, to the fullest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

### 13. Insurance.

#### 13.1 Insurance Requirement

Consultant shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/ or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, to cover any claims, damages, liabilities, costs and expenses (including legal counsel fees) arising out of or in connection with Consultant's fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$1,000,000 per occurrence
- \$ 100,000 fire damage
- \$ 5,000 med expenses
- \$1,000,000 personal & adv. injury
- \$2,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence. If no owned autos, then non-owned/hired coverage can be accepted.

Workers' Compensation and Employers Liability Insurance covering Consultant's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Statement of verification.

Errors & Omissions (Professional Liability) coverage  
\$1,000,000 per occurrence/ \$1,000,000 aggregate

### 13.2. Proof of Carriage of Insurance.

Consultant, upon execution of this contract and periodically thereafter upon request, shall furnish District with certificates of insurance evidencing such coverage. The Commercial General and Automobile Liability policies shall name the District as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. The Consultant shall be required to provide District with 30 days' prior written notice if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed. Premiums on all insurance policies shall be paid by Consultant and shall be deemed included in Consultant's obligations under this Agreement at no additional charge.

14. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

15. Compliance with Laws. Consultant shall observe and comply with all applicable rules and regulations of the governing board of the District and all applicable federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant knowingly performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

16. Certificates/Permits/Licenses/Registration. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.

17. Safety and Security. Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

18. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subconsultant(s).

20. Fingerprinting of Employees.

The Consultant shall comply with the requirements of California Education Code section 45125.1, and perform the following acts:

20.1. Require all current and subsequent employees of Consultant who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CADOJ").

20.2. Prohibit employees of Consultant from coming into contact with pupils until the CADOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code section 45122.1.

20.3. Certify in writing, using the District's fingerprinting certification form (available at the District Risk Finance and Insurance Services website) to the District that neither Consultant nor any of Consultant's employees who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code section 45122.1 and provide such certification to the District Risk Finance and Insurance Services.

20.4. Provide a list of the names of Consultant's employees who may have contact with pupils to the District Risk Finance and Insurance Services. This list shall be updated for employee changes and shall list employees by appropriate school site.

20.5. The District may require the Consultant and its employees who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion.

21. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

22. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

23. District's Evaluation of Consultant and Consultant's Employees and/or Subconsultants. The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subconsultants and each of their performance.

24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subconsultant(s).

24. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

25. Disputes: In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written

notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

26. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subconsultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

27. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or email, addressed as follows:

**If to the District:**

Lisa August  
Associate Superintendent  
Santa Rosa City Schools  
211 Ridgway Avenue  
Santa Rosa, CA 95401

**If to the Contractor:**

Wayne Bossier, Architect  
Wayne Bossier  
2502 Hidden Valley Dr Santa Rosa CA 95404

Any notice personally given or sent by facsimile or email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

28. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

29. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.

30. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

31. Severability. If any term, condition or provision of this Agreement 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.

32. Incorporation of Recitals and Exhibit. The Recitals and exhibit attached hereto are hereby incorporated herein by reference.

33. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

34. Authority to Bind Parties. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

35. Attorney's Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

36. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

37. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

38. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

39. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**[Signatures on Following Page]**

**CONSULTANT:**

**SANTA ROSA CITY SCHOOLS**

By: Wayne Bossier

By: \_\_\_\_\_

Name: Wayne Bossier

Name: \_\_\_\_\_

Title: Architect

Title: \_\_\_\_\_

Date: 2/16/2024

Date: \_\_\_\_\_

## WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation Insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-Insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 2/16/2024

Name of Consultant: Wayne Bossier, Architect

Signature: Wayne Bossier

Print Name: Wayne Bossier

Title: Architect

(This certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

### CONFLICT OF INTEREST STATEMENT

The undersigned Consultant for the Santa Rosa City Schools is required to disclose any actual or possible conflicts of interest, the existence of his or her financial interest, and any outside alliance or professional or personal involvement that might conflict with his/her responsibilities to the District.

Through its execution of this Agreement, Consultant acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Consultant receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Consultant agrees it shall notify District in writing.

If the District has reasonable cause to believe that a Consultant has failed to disclose actual or possible conflicts of interest, it will provide the member an opportunity to explain the situation.

If, after hearing the response of the Consultant and making such further investigation as appropriate, the District determines that the Consultant has failed to disclose an actual or possible conflict of interest, the contract is subject to immediate termination.

I have read and understand the foregoing, and I certify that:

I  do /  do not have business or financial interests in the Santa Rosa City Schools or a business entity affiliated with the District that might conflict with my responsibilities under this Agreement.

Exceptions to Statement of Disclosure, if any:

By: Wayne Bossier

Name: Wayne Bossier

Title: Architect

Date: 2/16/2024

## FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

*(Consultant REQUIRED to complete.)*

One of the boxes below **must** be checked, and an executed copy of this form must be attached to the Independent Consultant Agreement (“Agreement”):

- Consultant’s employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant’s services under this Agreement.
- Consultant’s employees will have contact or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s services under this Agreement, and Consultant certifies its compliance with these provisions as follows: *“Consultant certifies that it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’s employees, subconsultants, agents, and subconsultants’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent consultants of the Consultant, who may have contact with District pupils, outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee, in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”*
- Consultant’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Consultant’s employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Consultant’s services under this Agreement.
- Consultant’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Consultant’s employees will have contact, other than limited contact, with District pupils. Pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:
  - The installation of a physical barrier at the worksite to limit contact with pupils.
  - Continual supervision and monitoring of all Consultant’s on-site employees of Consultant by an employee of Consultant, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

- Surveillance of Employees by District personnel.

**Megan's Law (Sex Offenders).** Consultant shall verify and continue to verify that the employees of Consultant that will be on the project site and the employees of the subconsultant(s) that will be on the project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

**MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE:  
I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Consultant.**

**CONSULTANT**

By: Wayne Bossier

Name: Wayne Bossier

Title: Architect

Date: 2/16/2024

**MUST BE COMPLETED BY DISTRICT'S AUTHORIZED REPRESENTATIVE:  
As an authorized District official, I am familiar with the facts herein certified and am authorized to execute this certificate on behalf of the District.**

**DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### HEALTH SCREENING CERTIFICATION

Consultant and the Contracted Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Consultant hereby represents and warrants to District the following:

Contracted Parties shall only have limited or no contact (as determined by District) with District students at all times during the Term of this Agreement.

The following Contracted Parties shall have more than limited contact (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

\_\_\_\_\_  
[Attach and sign additional pages, as needed.]

Consultant shall maintain on file the certificates showing that the Contracted Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Consultant and shall be available to District upon request or audit.

Consultant further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

Consultant further certifies that he/she has carefully read and understands Education Code 49406, regarding health screening requirements for all persons employed by and/or doing services with \_\_\_\_\_ School District when such service is in direct proximity to students of the District.


I declare under penalty of perjury the foregoing is true and correct.

Executed at Santa Rosa, California on 2/16/2024

Consultant Signature: Wayne Bossier  
Date 2/16/2024

Please Print Name: Wayne Bossier

Mailing Address: 2502 Hidden Valley Dr. Santa Rosa CA 95404

Social Security Number: \_\_\_\_\_ or Tax ID: 

Phone: 707-396-0629 Fax: \_\_\_\_\_

Consultant: Please submit this certification to Site/Department with Consultant Service Agreement, if required.

**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

648-102/6759457.1

Wayne Bossier

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Architect

February 13, 2024

Erik Oden  
Executive Director Facilities, Maintenance, and Operations  
Santa Rosa City Schools

RE: 110 Stony Point Road Suite 105  
Tenant Improvements

Dear Erik:

I am pleased to present the following revised proposal for architectural services relative to a tenant improvement project in Suite 105 at 110 Stony Point Road in Santa Rosa.

Basic Services

Architect shall perform the following services on behalf of Santa Rosa City Schools.

Basic Services shall be provided on a timetable consistent with professional care and the needs of the project. It is estimated that the permit drawings will be completed 1 to 2 weeks after receipt of Notice to Proceed from the Client.

This proposal is based on a First Amendment to Lease between SR Stony Point DE LLC and Santa Rosa Elementary and High School Districts, which was provided by Jonette Johnson. The scope of work generally includes a new stud demising wall and associated work affected by construction of the new wall.

Construction Documents

- One site visit to verify and measure existing interior conditions which may be affected by the work, exterior site and interior common area conditions relative to ADA accessibility.
- The property must provide a path of travel from the public way to the building entrance and to all facilities required to be accessible to the suite, which will be illustrated on the drawings by the Architect. It is assumed that the path of travel, building entrance, elevator, and toilet facilities are generally in compliance. If ADA accessibility is found to not be compliant, recommendations will be documented for required upgrades as part of Basic Services. Client shall coordinate the implementation of any required ADA upgrades with Landlord.
- It is assumed that the Architect will not hire consultants to provide engineered electrical, structural, fire sprinkler, or plumbing drawings but will coordinate the architectural drawings with those of any consultants that may be hired by the Client.
- Architect reviewed an HVAC zoning plan from his project archives and does not anticipate that modifications to existing HVAC ductwork and thermostats will be required.
- Produce computer generated construction drawings in Autocad, including an architectural floor plan, a ceiling plan with lighting and controls shown, construction notes, product specifications, an exiting/egress plan, an ADA/Accessibility site plan/parking plan/toilet room plans, and building standard construction details.
- It is assumed that existing fluorescent light fixtures in the suite will remain. Less than 10% of the fixtures will be altered due to new wall configuration. Title 24 Energy Compliance Forms for lighting will thus not be required and shall not be provided by the Architect.
- Prior to submittal of the construction drawings for building permit review the Client shall obtain a Zoning Clearance from the City of Santa Rosa Planning Department. Client must fill out an application and provide a written description of the nature of their business in the suite. Architect will provide the required Site Plan and coordinate the city submittal process.

- The Landlord typically requires a final inspection of the completed work and a set of as-built plans upon completion of the tenant improvements. Architect will conduct a final inspection and deliver an Autocad file of the as-builts to Landlord's representative and Client.
- Sign and stamp drawings as Architect of Record for plan check review and building permit. Submit permit application and drawings to City of Santa Rosa Building Department.
- Respond to plan check comments and obtain approval of the building permit. All city fees shall be paid by others and the building permit shall be issued to the General Contractor.

Construction Administration

Construction Administration Services as follows, to the extent the Architect's license is to be involved with work included in the construction documents:

- Respond to contractor and Client inquiries related to the plans and specifications.
- Review shop drawings and product submittals if required by the Project.
- Provide revised drawings which may be required by the Building Dept. to document changes to the permit plans during construction.

Construction Administration Services to be performed by Others

- Receive bids, evaluate proposals and schedules from the Contractor.
- Provide approval to proceed with construction of the project.
- Prepare contract between Client and Contractor.
- Monitor progress of the work and project's conformance with the project schedule.
- Review invoices and applications for progress payments from Contractor and approve for payment.
- Evaluate and approve change orders.
- Attend walkthru and verify final punch list. Confirm when punch list items are completed.

Note: If Architect does not provide Construction Administration services, Client shall indemnify Wayne Bossier, Architect of architectural and professional liability relative to any decisions made by others during the construction phase which conflict with work previously provided by Architect.

Compensation: The Architect shall provide Construction Documents and Construction Administration services for fees as listed below, plus reimbursable expenses:

Construction Documents

Architectural Services \$4,000.00

No deposit shall be required.

Construction Administration Services, if requested by client, shall be billed on an hourly basis per Architect's rate of \$225.00 per hour

Additional Services and Compensation: Client and Architect shall agree via written correspondence as to the intent and scope of additional services, prior to the performance of such services. Client shall pay Architect for the performance of Additional Services on an hourly basis in accordance with the following hourly rate schedule, unless otherwise agreed in writing by Architect and Client:

Architect's hourly rate: \$225.00 per hour

Reimbursable Expenses: Client shall reimburse Architect for the following expenses incurred with respect to the Project in accordance with the following schedule:

Overnight mail delivery charges	Cost plus 10%
Mileage for other than local trips	Per IRS guidelines
Printing Costs for all copies of plans and specifications	Cost plus 10%
Fees paid to governmental agencies for plan review, building permits, and other permits and approvals	Paid by Others or Cost plus 10%

Billing and Payment: Architect shall bill Client monthly for Basic Services; Additional Services, and Reimbursable Expenses for work performed. Client shall pay Architect for all of the foregoing within thirty (30) days following Client's receipt of an invoice.

Any sums payable to Architect hereunder that are not paid within forty-five (45) days after the date they are first due shall bear interest at the lesser of twelve percent (12%) per annum or the maximum interest rate permitted by law, from the date such sum was first due through the date of payment. No acceptance by Architect of less than the full amount due under this Agreement shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or payment by Client shall be deemed to create an accord and satisfaction. Architect may accept such check or payment without prejudice to Architect's right to recover the balance of the full amount due under this Agreement.

Termination: If Architect terminates this Agreement due to Client's breach; and if Client terminates this Agreement for cause, Architect shall be compensated for all services performed prior to such termination in accordance with the provisions of this Agreement (appropriately prorated to reflect the percentage of each category of work actually performed).

Waiver of Conflicts: Client acknowledges that: Architect may provide architectural and other services with respect to properties that may compete with the Project. Client hereby waives any actual or potential conflicts of interest arising from the matters described in the preceding sentence to the fullest extent permitted by applicable laws and regulations. Client acknowledges that Architect may utilize design features incorporated in the Project in other projects performed by Architect. Architect shall not share any information relative to the Client's projects with competing properties.

Limitation on Architect's Liability: Except to the extent of Architect's gross negligence or willful misconduct, Architect shall not be liable to Client or any other person or entity for the inaccuracy of any monetary, time or other estimate made by Architect under this Agreement or with respect to the Project; the granting or withholding of any approval or certification; the failure to detect any nonconformity of the work performed with respect to the Project with the plans and specifications, any delay in the Project alleged to be caused by Architect's decisions, actions or inactions, or any action taken as an agent of Client pursuant to this Agreement. Any cost estimates made or agreed to by Architect represent Architect's professional judgment only, and Architect does not represent or warrant the accuracy of any such estimates or bids.

In no event shall Architect's aggregate liability with respect to all claims or actions arising under or in connection with this Agreement or the Project (or any act or omission of Architect with respect to this Agreement or the Project) exceed the aggregate coverage of Architect's professional liability insurance of \$1,000,000 and general liability insurance of \$4,000,000.

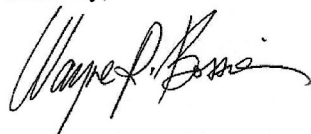
Client shall be responsible for obtaining approvals, facilitating communication, the scheduling of construction work, lease documentation, and the like when needed from a third party.

---

Approved for Santa Rosa City Schools

Date

Sincerely,

A handwritten signature in black ink, appearing to read "Wayne P. Bossier". The signature is fluid and cursive, with the first name being the most prominent.

Wayne P. Bossier  
Architect, License No. C14595

Project Identification: 110 Stony Point Road Suite 105 Tenant Improvement

Certificate Of Completion

Envelope Id: 256C65FE1E334A1FADD0D9DFA7378555
Subject: Complete with DocuSign: SRCS\_Wayne Bossier Professional Service Agreement updated
Source Envelope:
Document Pages: 20
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
Envelope Originator:
Jonette Johnson
4707 Mangles Boulevard
Fairfield, CA 94534
jonette.johnson@vpcsonline.com
IP Address: 157.131.81.166

Record Tracking

Status: Original
2/14/2024 10:56:04 AM
Holder: Jonette Johnson
jonette.johnson@vpcsonline.com
Location: DocuSign

Signer Events

Wayne Bossier
waynebossier@att.net
Architect
Wayne Bossier, Architect
Security Level: Email, Account Authentication (None)

Signature

Wayne Bossier
Signature Adoption: Pre-selected Style
Using IP Address: 99.61.161.64

Timestamp

Sent: 2/14/2024 11:08:47 AM
Viewed: 2/14/2024 11:22:48 AM
Signed: 2/16/2024 4:43:10 PM

Electronic Record and Signature Disclosure:
Accepted: 2/14/2024 11:22:48 AM
ID: 6caadac1-0831-48d6-9f31-2181ccacca64

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

Carbon Copy Events

Status

Timestamp

Brian Cameron
brian@vpcsonline.com
Project Manager
Van Pelt Construction Services
Security Level: Email, Account Authentication (None)

COPIED

Sent: 2/16/2024 4:43:11 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent Hashed/Encrypted 2/14/2024 11:08:48 AM
Envelope Updated Security Checked 2/14/2024 11:52:14 AM
Envelope Updated Security Checked 2/16/2024 4:24:40 PM
Envelope Updated Security Checked 2/16/2024 4:24:40 PM

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Certified Delivered	Security Checked	2/14/2024 11:22:48 AM
Signing Complete	Security Checked	2/16/2024 4:43:10 PM
Completed	Security Checked	2/16/2024 4:43:11 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

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