



DK

GM

**Sonoma County Office of Education and Santa Rosa City Schools Organization  
Memorandum of Understanding  
Ethnic Studies Services**

This Memorandum of Understanding (MOU) is entered into by and between Sonoma County Office of Education (hereinafter SCOE) and Santa Rosa City Schools (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 Santa Rosa City Schools organization to curate and/or develop ethnic studies resources for the HUB.

**Project Description with Roles & Responsibilities:** Santa Rosa City Schools will be responsible for developing a workgroup for Design Thinking in Ethnic Studies-Community Based Pedagogies, Community-informed Professional Learning, Systems Improvement to curate and/or develop ethnic studies resources for the HUB in the form of uploading information to the [SRCS CRESC Resource Folder](#). **All resources must be completed and uploaded by June 15, 2024.**

**Terms:** This agreement is effective for the 23/24 school year to end June 15, 2024.

**Financial Relationship:** Upon completion and submission of resources to the HUB, Santa Rosa City Schools shall invoice SCOE for \$42,000. Invoice must be submitted on or before June 15, 2024.

Upon confirmation of resource development and submission to the HUB, SCOE will pay Santa Rosa City Schools within 30 days. Invoice should be sent to:

Sonoma County Office of Education  
EES Division / Attn: Conny Arita  
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, 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 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.

  
DK

  
GM

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

SANTA ROSA CITY SCHOOLS -

Tim Zalunardo  
Tim Zalunardo (Mar 12, 2024 15:41 PDT)

03/12/2024

Tim Zalunardo, Executive Director - Secondary, Educational Services      Date

SANTA ROSA CITY SCHOOLS

Lisa August  
Lisa August (Mar 14, 2024 16:52 PDT)

3/14/2024

Lisa August, Chief Business Official

Date

SONOMA COUNTY OFFICE OF EDUCATION -

Greg Medici  
Greg Medici (Mar 15, 2024 16:24 PDT)

March 15, 2024

Greg Medici, Dept. Superintendent, Business Services

Date

DK

GM

**Signature:** 

**Email:** dkitamura@scoe.org

**Signature:**   
Greg Medici (Mar 1, 2024 09:23 PST)

**Email:** gmedici@scoe.org



**COMMUNITY  
RESPONSIVE  
EDUCATION**

**SANTA ROSA CITY SCHOOLS  
2024**

**ETHNIC STUDIES ART TEACHER DEVELOPMENT**

**Prepared for:**

Tim  
Santa Rosa City Schools

**Prepared by:**

Sarah Marie  
Community Responsive Education



## Cover Letter

Dear Tim,

Thanks so much for taking the time to speak with us. I wanted to follow up with a project proposal based on our conversation.

Under the “Scope of Work” section within this document, you’ll find a plan designed to suit Santa Rosa City Schools needs. Based on our discussions, I’ve set specific goals and targets for each deliverable.

Please review this document thoroughly and let me know if you have any questions.

I look forward to implementing this plan with you!

In Community,  
Allyson Tintiangco-Cubales  
Co-Founder  
Community Responsive Education

# About Us



## Community Responsive Education

Community Responsive Education (CRE) provides services for educators to begin and/or sustain the journey of becoming community responsive to their students, their students' families, themselves, and their colleagues. CRE has provided teacher development across the nation. For the past two decades, we have supported teachers, schools, and district leaders to use the lenses of Ethnic Studies, racial equity, and critical pedagogy to grow their capacity and agency to become more responsive to the needs of students. We have supported over 300 schools and 60 school districts including sessions with administrators, faculty, and staff around community responsiveness, contextually effective professional development, and Ethnic Studies curriculum development and pedagogy. CRE provides a wide-array of services and workshops on the following topics: Ethnic Studies curriculum and teacher development, curricular strategic planning, praxis learning circle development, teacher wellness and community building, youth cultural wellness development, and teacher participatory action research, equity audits, and transformative leadership/critical leadership praxis.

[www.communityresponsive.org](http://www.communityresponsive.org)

## Our team



### Glenda Macatangay

Glenda is a clinician, researcher, and social justice entrepreneur that utilizes art, creativity, and innovation to operationalize core values and philosophies of equity in building community responsive sustainable businesses. She has been providing community responsive strategic planning to schools and organizations throughout the nation. Her unique background as a trauma-informed specialist and an organizational change strategist has been lauded by her clients as holistic while also being structured. She is the Chief Operations Officer of Community Responsive Education and the Managing Partner of UpperCloud, a media agency for social impact in Oakland, CA. and the owner and founder of My Healing Language, an intuitive development framework, tool, and system that supports individuals, families and organizations to build the capacity to be in the practice of self love while in service of others. She was a practicing clinician and clinical director in various environments of private practice, non profit and community based organizations, schools and the juvenile justice systems for over 20 years and has continued to serve her community in support of intuitive development, embodiment somatic healing, mental health and wellness through public art, film and radical healing experiences. She has been a community organizer for over 25 years. Organizing is the cornerstone of how she positions all her work in business, art, and radical healing.

### Allyson Tintiangco-Cubales

Dr. Allyson Tintiangco-Cubales is a professor in the College of Ethnic Studies at San Francisco State University. She has worked with students, teachers, schools, and districts throughout the nation, including the San Francisco Unified School District, to co-develop Ethnic Studies, Gender Studies, Social Justice, and Filipino Language curriculum. She co-founded several programs and organizations that have spearheaded the curriculum and pedagogical development of Ethnic Studies including Pin@y Educational Partnerships (PEP) and Community Responsive Education (CRE). She is the author of four books of curriculum and numerous articles focused on the applications of critical pedagogy, Ethnic Studies curriculum, Motherscholarship, and Pinayism. Allyson is a loving partner to Val

Tintiangco-Cubales, a phenomenal teacher and leader and the mother of Mahalaya, a prolific dancer and artist.



# Scope of Work

## ETHNIC STUDIES ART TEACHER DEVELOPMENT

### OFFERING: ETHNIC STUDIES ART TEACHER DEVELOPMENT

CRE will work Santa Rosa City Schools to developed a customized an Ethnic Studies workshop specifically for Art teachers in the district. The goal is to develop art courses that are rooted in Ethnic Studies framing, pedagogy, and art production.

\$17,000.00

### OFFERING: ETHNIC STUDIES ART TEACHER DEVELOPMENT

3 sessions- \$15,000  
Indirect Cost and Travel- \$2000  
Total= \$17,000

*CRE will provide a series of customized workshops that is geared toward preparing art teachers in Santa Rosa City Schools to develop curriculum that infuses Ethnic Studies in art courses. The goal is for these courses to fulfill the California Ethnic Studies requirement.*

The following will be covered in the development sessions:

### Session 1

- Review of Ethnic Studies
  - Origins, History, Purpose
  - Pedagogy
  - Scope and Sequence
  - Discuss Policy & Requirement
- Model an Ethnic Studies lesson plan format throughout the presentation-C4 process
  - C1: Cultural Rituals/Energizer
  - C2: Critical Concepts
  - C3: Critical Cultural Production/Community Collaboration
  - C4: Closing Dialogue
- Share ARTivism-An Ethnic Studies Art framework created and piloted by CRE
  - Analyze the Problem
  - Reflect on Relevance
  - Tranform Art Production
- Share example assignments created by CRE that utlize ARTivism

### Session 2

- Review ARTivism

- Introduce Theater of the Oppressed (TOTO)
- Model an Ethnic Studies lesson plan on TOTO format throughout the presentation-C4 process
  - C1: Cultural Rituals/Energizer
  - C2: Critical Concepts
  - C3: Critical Cultural Production/Community Collaboration
  - C4: Closing Dialogue

### **Session 3**

- Review ARTivism
- Review Theater of the Oppressed (TOTO)
- Introduce Ethnic Studies poetry-Specifically Pantoums
- Review Lesson Plan format
- Share examples from teachers/districts who have utilized ARTivism in their Ethnic Studies courses/lessons
- Provide guidance on how to develop an Ethnic Studies Art course
  - Course Descriptions
  - Scope and Sequence
- Provide guidance on how to develop lessons using ARTivism
- Curate ARTivism resources for Santa Rosa City Schools

# Terms & Pricing

Based on Community Responsive Education estimations, the final cost for this project, including planning, development and labor will be:

Name	Price	QTY	Subtotal
<b>OFFERING: ETHNIC STUDIES ART TEACHER DEVELOPMENT</b> March 2024 3 sessions- \$15,000 Indirect Cost and Travel- \$2000 Total= \$17,000	\$17,000.00	1	\$17,000.00
		Subtotal	<b>\$17,000.00</b>
		Discount	<b>\$0.00</b>
		Tax	<b>\$0.00</b>
		<b>Total</b>	<b>\$17,000.00</b>

# Terms & Conditions

This proposal is formally issued to SANTA ROSA CITY SCHOOLS on behalf of Community Responsive Education with the following terms and conditions in mind.

Should SANTA ROSA CITY SCHOOLS decide to move forward with this agreement, SANTA ROSA CITY SCHOOLS understands and agrees to the following:

## 1. Independent Contractor

Community Responsive Education is an independent contractor. Both parties agree that Community Responsive Education is an independent contractor and is not an employee of SANTA ROSA CITY SCHOOLS. As such, Community Responsive Education is excluded from the benefits, obligations, liabilities, and duties which are defined by the legalities of employment.

## 2. Fees

In consideration of the consulting services provided by Community Responsive Education, SANTA ROSA CITY SCHOOLS agrees to pay any and all specific fees upon completion of project milestones and upon project completion. If consulting services are commissioned on retainer, SANTA ROSA CITY SCHOOLS agrees to pay all projected fees on the dates specified within the Scope of Work documentation or any superseding payment contract.

## 3. Pay Schedule

Community Responsive Education require 50% upon booking and 50% upon completion of the project.

## 4. Expenses

Community Responsive Education shall not incur additional expenses on SANTA ROSA CITY SCHOOLS's behalf unless authorized in writing by SANTA ROSA CITY SCHOOLS or specified elsewhere within the contracting agreement.

## 5. Term and Termination

Upon signing this proposal, SANTA ROSA CITY SCHOOLS agrees to bring Community Responsive Education on board as a consultant for the periods specified within this proposal's timeline.

While the duration of service may be extended if both parties agree, Community Responsive Education will plan to terminate service with SANTA ROSA CITY SCHOOLS upon completion of the final deliverable unless otherwise specified.

## Signoff & Acceptance

IN WITNESS WHEREOF, each of the parties has reviewed this proposal and agree to the work, terms, and conditions listed herein.

Community Responsive Education

SANTA ROSA CITY SCHOOLS

# NAACP

## *Santa Rosa - Sonoma County Branch*

### **SANTA ROSA CITY SCHOOLS**

April 2024

Proposed Scope of Work

Santa Rosa-Sonoma County NAACP envisions an inclusive community rooted in liberation where all persons can exercise their civil and human rights without discrimination, and is committed to a world without racism where Black people enjoy equitable opportunities in thriving communities. Our mission is to ensure the political, educational, social, and economic equality of rights of all persons and to eliminate racial hatred and racial discrimination. Within our community advocacy efforts and programming initiatives, we have a focus on education, youth advocacy and empowerment and ensuring that Ethnic studies and Black, Indigenous, BIPOC history is centered and uplifted for the benefit of all students. We also recognize the generational disenfranchisement of Black and Indigenous communities within Sonoma County as reflected in the 2021 Portrait of Sonoma. We acknowledge that a significant number of BIPOC students in all districts are impacted by economic and housing insecurity, which creates a reductive barrier to educational trajectory. School can and should be a respite from hardship and a safe place where additional support can be accessed.

Educators and administrators are ultimately tasked with the care and education of students and ensuring that campus and community wellness are intentionally prioritized. Youth leadership is also a powerful tool for community wellness, school climate and culture, social justice and social change. Santa Rosa-Sonoma County NAACP recognizes the importance of student engagement with curricula that reflect their identities, cultures and lived experience, the motivation that youth leaders can provide as models of action to their peers, and the necessity for educators to approach history through an inclusive lens of ethnic studies for greater student enrichment.

The historical legacy of racial categories as a social construct has obscured and erased the complex identities that students hold. We are proud to be able to present a panel of visiting Afro indigenous youth leaders from Oklahoma whose campaigns have made national headlines and who have participated in national conferences. They are examples of the growth possibilities that exist for students who receive adequate mentorship and support, despite the barriers that exist within a complex political landscape. They are also evidence of the opportunity that educators have to engage with students with a greater awareness of the socio-economic,

racial/ethnic conditions and historical foundations that continue to affect their lives in real time.

<https://naacpsantarosasonomaco.org/>

## **SCOPE OF WORK**

Santa Rosa-Sonoma County NAACP will provide an Afro Indigenous, youth-led panel workshop on Native American Activism and Intersectional Supports for Unsheltered Students for educators and administrators in the district. The goal is to increase visibility and understanding of historical and generational issues affecting BIPOC students on campus and explore models for youth-led cross systems as an additional tool for community wellness.

### **OFFERING:**

### **ETHNIC STUDIES & COMMUNITY WELLNESS TEACHER DEVELOPMENT-\$500**

*Santa Rosa-Sonoma County NAACP will provide a panel workshop that is geared toward preparing teachers in Santa Rosa City Schools to deepen their awareness of historical human rights movements that personally affect students and the ongoing socioeconomic conditions that are the result of generational marginalization.*

*Knowledge of both the connections between past history and present conditions is an opportunity to infuse Ethnic Studies with an inclusive lens on local history and equity in humanities and social studies courses. Additionally, allowing the lived experience of youth to be uplifted and creating safe space for socioeconomically impacted students to access greater support and resources within the school environment in partnership with their peers. The goal is to deepen awareness of Native American History and Activism and understand the intersectional needs of socio-economically impacted youth through Afro indigenous identities.*

The following will be covered in the development session:

- History of Native Activism and Land Back Movement
    - Foundations of Federal Indian Policy 1700s-present
    - Red Power and American Indian Movements
    - Contemporary Native Activism
  - Intersectional Supports for Unsheltered Students
    - Providing Trauma Informed Care to Youth Experiencing Homelessness
    - Youth Led Cross Systems of Support
    - Racial Equity vs Tokenism
    - Barriers of Youth Homelessness
    - Intersecting identities and Accessing Resources
-

## PRESENTERS

**Delanie Seals(she/her)** Delanie Seals is from Ada, Oklahoma, and a proud member of the Chickasaw Nation. In 2023, Delanie graduated from East Central University with her bachelor's degree in Legal Studies. In 2019, she spoke at the UN Conference for Indigenous Languages as a Chickasaw youth representative. Her career in advocacy blossomed in her senior year in high school, where she, along with the help of Save Your Six, NAACP, AOL, and ACLU, organized a campaign to successfully change her school's dress code policy to allow for cultural expression. This included the right for students to wear headwraps, traditional eagle feathers to graduation.

She continues to advocate for the Crown Act, LGBTQ+ rights, tribal sovereignty, climate justice, and various other issues. In 2020, she organized protests and listening sessions to advocate for criminal justice reform in Oklahoma. In 2021, she worked with her City Council to write and pass a proclamation acknowledging the importance of Juneteenth. Delanie has worked for Oklahoma Representative Mauree Turner, USAID, the Chickasaw Nation District Court, Representative Melanie Stansbury in D.C. (as a Udall Scholar), and as a paralegal for the Oklahoma Indian Legal Services. In 2023, she wrote and presented her undergraduate thesis discussing the historical complexities surrounding the McGirt v. Oklahoma Supreme Court case. She is currently a member of the City of Ada Multiculturalism Committee, an Executive Officer for the College Democrats of Oklahoma, and preparing to attend law school in the fall of 2025.

**Marcellus Miller(they/them)** is from Ada, OK and currently resides in Oklahoma City. They are a proud member of the Choctaw Nation and serve as the Ambassador for The Oklahoma City Youth Action Board. During their senior year of high school in 2019, Marcellus began their advocacy work by successfully organizing a campaign, with the assistance of Save Your Six, NAACP, ADL, and ACLU, to change their school's dress code policy. This campaign aimed to allow for cultural expression, including the right for students to wear head wraps and traditional eagle feathers during graduation.

In 2020, Marcellus organized protests and listening sessions to advocate for criminal justice reform in Oklahoma. In 2021, they were featured on a people with lived expertise of inequities conference, and received a proclamation for Juneteenth by the city of Ada officials. In October 2020, Marcellus faced a period of homelessness while attending college. Due to their intersectionality, they encountered difficulties in accessing resources and eventually relocated to Oklahoma City. During this time, they temporarily resided in shelters and hotels before obtaining transitional housing.

In 2022, Marcellus joined the Oklahoma City Youth Action Board, a board of youth and young adults with lived experience of housing instability, involvement with the Department of Human Services (DHS), or homelessness collaborating with homeless service providers to provide valuable insight and recommendations on effectively supporting unhoused youth and young adults. As an Ambassador, they have conducted workshops on Advocacy 101 and Youth-Led Cross Systems on Prevention & Housing, and have actively participated in events such as the Symposium on Ending Youth Homelessness and the Runaway Homeless Youth National Grantee Training in 2023. Marcellus delivered a presentation on the topic of Providing Trauma-Informed Care to At-Risk Youth Experiencing Homelessness at the National Youth Summit in Washington, D.C. at the end of February 2024.

---

Signature

---

Signature

---

Signature

March 6, 2024

Dear Robert,

The following is the service agreement for your upcoming scheduled Pyramid Approach to Education. Enclosed you will find the following forms:

- **Memorandum of Agreement**
- **Supplementary Details Form**
- **Audio Visual Checklist**
- **Information Worksheet**
- **Travel Worksheet**

The *Memorandum of Agreement*, *Supplementary Details Form*, *Information Worksheet*, and *Travel Worksheet* will all need to be reviewed, completed, signed, and either faxed or scanned/ e-mailed to my attention in order to secure the dates by **June 1, 2024**. Failure to return all the necessary forms by the date listed above will void any date(s) being held for you.

Once our business office receives all the necessary paperwork, our Client Service Coordinator, Kristina Besaw will be in contact with you to discuss materials and details for the service dates. If you have any questions regarding the logistics for this training, you may contact Kristina Besaw directly at [kbesaw@pecs.com](mailto:kbesaw@pecs.com) or 302.368.2515.

Best Regards,

David Battista  
Director of Operations  
Pyramid Educational Consultants  
350 Churchmans Road, Suite B  
New Castle, DE 19720  
**Phone:** 888-732-7462  
**Fax:** 302-368-2516  
**Website:** [www.pecs.com](http://www.pecs.com)  
**Email:** [david@pecs.com](mailto:david@pecs.com)

# MEMORANDUM OF AGREEMENT BETWEEN PYRAMID EDUCATIONAL CONSULTANTS, LLC. AND SANTA ROSA CITY SCHOOLS

DATE	SERVICE	PRESENTER	PRESENTER FEES	ESTIMATED EXPENSES	
				TRAVEL	LODGING
August 7, 2024	Pyramid Approach to Education	Jesseca Collins, M.Ed., BCBA	\$3,250.00	\$850.00	\$165.00
August 8, 2024			\$3,250.00	N/A	\$165.00
WORKSHOP		REQUIRED PRODUCTS	PRICE PER UNIT		
Pyramid Approach to Education		Pre-Bound Handout Packets	\$7.50 per participant		
		Pyramid Approach to Education, 2nd Edition	\$42.00 per participant		
<b>A 15% shipping/handling fee will be added to the total amount of required materials ordered for your workshop</b>					
ASHA CEUs	<b>If you elect to obtain American Speech-Language-Hearing Association Continuing Education Units (ASHA CEUs) for your organization's members, the following fee will be assessed.</b>			<b>\$325.00 per year</b>	

Please check the box if your district and or organization will require ASHA CEUs

### ASHA CEUS AND COURSE CREDIT

The client is required to submit and pay for any credits offered to the participants. Pyramid Educational Consultants does not automatically register client-hosted workshops for ASHA Credits, teacher credits, or any other organizational credits. We do offer an option to register the course with ASHA to allow participants to receive credit, however the client must contact the Pyramid ASHA Administrator, David Battista, 45 days prior to the service start date in order to be eligible for submission. ASHA CEUs may not be acquired after the workshop start date. The ASHA CEU fee will only be charged once per calendar year for each client, regardless of the amount of trainings the client holds. Please confirm ASHA CEUs by checking the above box on this document and we will send the necessary ASHA CEU documentation. Any promotional materials which includes ASHA CEU offering information must be approved by Pyramid Educational Consultants before distributing.

### ESTIMATED TRAVEL AND LODGING COSTS

The client is responsible for the actual travel costs. If travel and lodging costs are concerns of the client, then it is the client's responsibility to ascertain, to the best of their ability, what those costs will total. Any travel or lodging costs provided are estimates, provided as a courtesy to our clients. The actual cost of these items may vary substantially from our estimates. The client will be billed for our actual costs.

### TRAVEL

In the past, Pyramid has tried to accommodate the travel policies that many of our clients had in place. However, this is no longer the case; experience has taught us that many of our clients' travel policies do not reflect the realities of the kinds of travel that we do. Our consultants travel a lot. They are usually on a tight schedule, leaving one client and traveling to another. Dealing with traffic jams, delayed trains, and cancelled flights is a part of their everyday life. In order to keep all their commitments, it is crucial that they handle all of their own travel and lodging arrangements.

Therefore, our consultants will choose, book, confirm, and pay for all of their own travel and lodging. Travel includes, but may not be limited to, airfares, train fares, rental cars, cabs, airport shuttle buses, and parking fees. Lodging shall be in a standard, business-class hotel, the price of which varies by location. Examples include, but may not be limited to, Hampton Inn, Courtyard by Marriott, Residence Inn, and Embassy Suites.

### EXCHANGE OF CONTRACTS

We are often asked to exchange contracts with a client. They sign ours; we sign theirs. Sometimes the contracts have conflicting provisions that are easily resolved. However, sometimes the provisions in conflict involve our Cancellations or Travel clause. We will not modify or waive either clause.

### PAYMENT

We will bill you for all services and any associated materials and expenses after services are rendered. Payment, in full, is due 30 days after the receipt of this bill. Interest will accrue at the rate of 1% per month on balances that remain outstanding after 30 days. All funds are to be paid in U.S. Dollars.

\_\_\_\_\_ CLIENT INITIALS

## Pyramid Educational Consultants

*The source for services designed to enhance the lives of children and adults with autism and related developmental disabilities*

### PREPAYMENT OPTION

We offer a 5% discount for prepaying consulting/training presenter fees. If you fill out the "Prepayment Invoice" section of this contract, we will send you an invoice for the fees and estimated expenses immediately after you return this document. You may prepay for your entire workshop and gain this 5% discount based on the generated invoice. After services are rendered, we will refund any overpayment (or bill you for the balance of any underpayment) that differs from the estimated expenses.

Prepayments must be made in full; no discount will be given for any partial prepayments. In either case we will provide you with copies of the documents that support our actual expenses. In no case will we provide any additional invoices, credit memos, or other documentation unless it is to correct an error. Prepayments must be received at Pyramid Educational Consultants, 350 Churchmans Road, Suite B, New Castle, DE 19720 (not just mailed, sent, postmarked, etc.) three business days before services commence.

### CANCELLATIONS

If the client cancels, for any reason, the client is liable for the entire service fee (presenter fees) and any costs incurred (such as airline tickets) as of the date of cancellation. If Pyramid is able to re-book the date(s) with another client and re-use airline tickets, hotel reservations, etc. the canceling client will be liable only for any difference in service fees and any costs that could not be transferred to the new client.

### GROUP SIZE

The maximum size for the Pyramid Approach to Education Training is 40 people. You may not exceed this number without explicit permission to do so.

### PRESENTERS/CONSULTANTS

In some cases, it may be necessary to switch presenters or consultants, due to illness, transportation delays, or cancellations. If this is the case, you will be notified as soon as possible. You will not be charged the difference if a more costly presenter/consultant is substituted. You will be credited the difference if a less costly presenter/consultant is substituted.

### CONTACT TIME

The Pyramid Approach to Education Training requires a total of 13 hours of contact time; this does not include lunch or breaks. The workshop may not be scheduled to start earlier than 7:00 am or end later than 4:00 pm local time. Participants not receiving the entire 13 hours of contact time shall not receive a Certificate of Completion.

### FACILITATOR

The Client is responsible for assuring that a facilitator is present for the duration of the workshop. The facilitator must ensure that all audiovisual equipment is set up properly and ready to use, facilitating the sign in and registration process.

### ROOM SET UP

We require classroom style seating for all participants, which include table/desk area for writing and ample space for presenters to observe and make recommendations to all participants. Two chairs and two flat worktables approximately 6 feet long, 3 feet wide, and 2.5 feet high are needed in the front of the room for presenter materials. Additional audio-visual equipment is required which is specified below.

### AUDIO VISUAL EQUIPMENT

Historically audiovisual equipment has been a key cause of presentation delays, which can result in participants not receiving the complete course and/or credit for the course. The equipment below is absolutely necessary and must be available and set up for the presenters by 7:15 A.M. each morning. It is highly suggested to have technical support available throughout the day in case of technical difficulties, which can subsequently delay a portion of the training. We have included a form in your contract package, which outlines the necessary audiovisual equipment and helpful notes. Please feel free to contact our office if you have any questions regarding the equipment below. Unless otherwise agreed and noted, the client provides, at their expense:

- LCD projector with cables that connect to our computers
- Large Overhead screen which can easily be seen by the entire audience
- Cordless lapel microphones, one for each presenter, that can be used simultaneously
- Mixer and Sound system (amplifier and speakers) capable of interfacing with all of the above

### EVALUATIONS

We ask all clients/workshop attendees to complete an evaluation form for our services. In addition to, but not as a substitute for this, clients may ask that their own evaluation form be completed.

### PARTICIPANT CERTIFICATES

Pyramid will provide preprinted certificates of attendance 14 calendar days prior to the scheduled workshop start date. The client is responsible for distributing a certificate to each participant. Please note that participants who have missed more than a small amount of the workshop or who leave early are not entitled to receive a certificate. It is the client's responsibility to ensure compliance with this requirement.

\_\_\_\_\_ **CLIENT INITIALS**

Pyramid Educational Consultants

The source for services designed to enhance the lives of children and adults with autism and related developmental disabilities

**TRAINING MANUALS AND COURSE MATERIALS\***

Pyramid Approach 2nd Edition and Pre-Bound Handout Packets are a required component for each participant of our Pyramid Approach to Education Training. The cost of this is not included in our service fee. Our Pyramid Approach book sells for \$42.00 per manual, plus a 15% shipping/handling charge. The Pre-Bound Handout Packets sell for \$7.50 each, plus a 15% shipping/handling charge. The client makes them available to workshop attendees. The client is responsible for distribution of the manuals and handout packets and may charge whatever, if anything, it wishes. If the client has leftover, sealed manuals and/or pre-bound handout packets in good condition, they may be returned (clients pays shipping) for a full refund provided that we receive them undamaged, within 30 days of the workshop date.

We need to know the number of manuals and handout packets to be shipped for our presentation at least three weeks in advance of the service start date. Our presenters do not bring books or handout packets with them to workshops. We realize that some attendees will already have a Pyramid Approach book. We also realize that many people register for workshop at the "last minute." This can make it difficult for our clients to accurately estimate the number of manuals and handout packets needed. Many clients tend to under order books and handout packets, hoping to avoid the costs involved in returning unused materials. However, it is much less expensive to over order and return materials at "normal" shipping rates than it is to have a few materials shipped at next-day or two-day air rates in an effort to precisely match the number of manuals with the number of attendees. Please think about this carefully before placing your order.

Pyramid will also provide the client with course materials AKA "goody bags". We will ship the same number of "goody bags" as handouts. Please ensure these materials are distributed to participants at the start of the workshop.

**OPEN WORKSHOPS**

The client may decide whether the scheduled workshop will be open to the public. The client may decide what is charged for each participant registration and is solely required to create all marketing materials and advertise the scheduled training. We will provide the necessary training/workshop content to be included in the client's brochure. Pyramid requires a copy of the client brochure prior to distribution. Clients may request the scheduled workshop to be added to the Pyramid website for visitors to view. There is no additional charge for this. Please see the website submission form in your contract package.

**OUT OF COUNTRY DOCUMENTS**

Any document(s), other than a U.S. passport, and any fees required to enter and/or provide services in the client's country are the responsibility of the client. The client must provide us with all information regarding such requirements by the due date for the completion and return of this contract.

**PYRAMID EDUCATIONAL CONSULTANTS, LLC. STATEMENT**

Pyramid Educational Consultants, LLC. seminars may not be recorded or transcribed in whole or part under any circumstances. Signing this contract constitutes your agreement that the presentation will not be recorded or transcribed.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

\_\_\_\_\_  
CLIENT SIGNATURE DATE

\_\_\_\_\_  
David Battista, DIRECTOR OF OPERATIONS DATE  
PYRAMID EDUCATIONAL CONSULTANTS, LLC.

\_\_\_\_\_  
CLIENT NAME

## SUPPLEMENTARY DETAILS FORM

**PLEASE RETURN ALONG WITH SERVICE CONTRACT**

### CONTACT TIME

The Pyramid Approach to Education Training requires a total of 13 hours of contact time; this does not include lunch or breaks. The workshop may not be scheduled to start earlier than 7:00 A.M. or end later than 4:00 P.M. local time. The full 13 contact hours are required for participants to receive a certificate of attendance. Pyramid does not offer partial credited certificates to attendees who have not completed the full 13-hour training. We ask that clients make every effort to ensure the training is scheduled for the full 13 contact hours for the best interest of the participants.

WORKSHOP DATE	WORKSHOP TITLE	ESTIMATED ATTENDANCE	WORKSHOP START TIME	WORKSHOP END TIME
August 7, 2024	Pyramid Approach to Education	40	8:00am	4:00pm
August 8, 2024	Pyramid Approach to Education	40	8:00am	4:00pm

*Please mark the estimated attendance amount in these two cells. ➔*

### WEBSITE LISTING

The client may decide whether the scheduled workshop will be open to the public. Clients may request the scheduled workshop to be added to the Pyramid website for visitors to view. There is no additional charge for this. The workshop date will be listed along with the contact information you list below. The client will remain responsible for the registration procedures. Participants may not register through Pyramid for any client-hosted workshop. To access the Pyramid website, visit [www.pecs.com](http://www.pecs.com).

<b>WORKSHOP DATE/TITLE:</b>	August 7th & 8th, 2024: Pyramid Approach to Education
<b>CONTACT PERSON:</b>	Robert Johns
<b>CONTACT PERSON TELEPHONE:</b>	N/A
<b>CONTACT PERSON EMAIL:</b>	rjohns@srcs.k12.ca.us

*If you would like for us to post your workshop on our website for the public to register with you, please fill out the table above!*

### PREPAYMENT OPTION & TAX EXEMPTION

If the client wishes to prepay for this entire workshop and would like for Pyramid to send a "Prepayment Invoice," please fill out the table below, and we will generate and fax/email the invoice to you upon receipt of this signed contract. The prepayment will be based on consulting/training fees and our estimated expenses (materials may be added as well, if desired). After services are rendered, we will refund any overpayment (or bill you for the balance of any underpayment) that differs from the estimated expenses.

Prepayments must be made in full; no discount will be given for any partial prepayments. In either case we will provide you with copies of the documents that support our actual expenses. In no case will we provide any additional invoices, credit memos, or other documentation unless it is to correct an error. Prepayments must be received at Pyramid Educational Consultants, 350 Churchmans Road, Suite B, New Castle, DE 19720 (not just mailed, sent, postmarked, etc.) three business days before services commence.

<b>PLEASE SEND ME A PREPAYMENT INVOICE:</b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If yes, please continue with this table)
<b>PLEASE INCLUDE MATERIALS IN INVOICE:</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO (If yes, please respond to the following question)
<b>ESTIMATED NUMBER OF ATTENDEES:</b>	
<b>PLEASE SEND THIS INVOICE VIA:</b>	<input type="checkbox"/> FAX <input type="checkbox"/> EMAIL <input type="checkbox"/> OTHER (please note)
<b>PLEASE CHECK BOX IF TAX EXEMPT:</b>	<input type="checkbox"/> YES* <input type="checkbox"/> NO
<b>*If yes, please include tax exempt certificate for processing</b>	

\_\_\_\_\_ **CLIENT INITIALS**

## AUDIO / VISUAL CHECKLIST

**This checklist is for your records to minimize any potential audiovisual technical difficulties**

Historically audiovisual equipment has been a key cause of presentation delays, which can result in participants not receiving the complete course and/or credit for the course. The equipment below is absolutely necessary and must be available and set up for the presenters by 7:15 A.M. each morning. It is highly suggested to have technical support available throughout the day in case of technical difficulties, which can subsequently delay a portion of the training.

<input checked="" type="checkbox"/>	EQUIPMENT NEEDED	FAQS
X	<b>LCD and all cables to connect with presenter's computer</b>	<p><b>Q: What if we do not have access to an LCD projector?</b></p> <p>A: We suggest you contact your local AV company, which will generally have LCDs and other available equipment for rent. Pyramid also owns LCD projectors and sounds systems with wireless lapel microphones, which may be rented for a small fee. Please contact our office at least two weeks prior to the service start date to inquire about the availability of renting our LCD. Our equipment is on a first come-first serve basis, therefore please contact us as early as possible to increase chances of availability.</p> <p><b>Q: Can we use an overhead projector?</b></p> <p>A: Unfortunately, our presentations are on PowerPoint slides and are unable to be used with overhead projectors.</p> <p><b>Q: What type of computer will the presenter have?</b></p> <p>A: Our presenters carry PC laptops. Laptops are not compatible with Macintosh.</p>
X	<b>Large Overhead Screen</b>	<p><b>Q: How large should the screen be?</b></p> <p>A: The screen should be large enough and positioned in a location, which can be seen by the entire audience. We always suggest a minimum size of 55 inches.</p>
X	<b>Cordless lapel microphone for each presenter which can be used simultaneously Extra batteries for microphones are suggested to have on site</b>	<p><b>Q: Will a podium microphone be sufficient?</b></p> <p>A: Through the presentation, it is essential that presenters have the flexibility of moving throughout the room while presenting, therefore a podium microphone would not be appropriate.</p> <p><b>Q: Will a corded or cordless handheld microphone be sufficient?</b></p> <p>A: The presenters will need their hands free through the presentation to allow for exhibiting and demonstrating many portions of the training, therefore a handheld microphone would not be appropriate.</p> <p><b>Q: We have a small group and/or a small room, is a microphone necessary?</b></p> <p>A: Our presenters are often presenting for several consecutive days, which can be strenuous on their voice. We ask that microphones be available regardless of group or room size.</p>
X	<b>Mixer and sound system to link and project all equipment above</b>	<p><b>Q: What equipment will be linked to the mixer?</b></p> <p>A: The LCD and microphones should be linked into the mixer to allow simultaneous use.</p> <p><b>Q: If we have a small group is the sound system necessary?</b></p> <p>A: Our presenters are often presenting for several consecutive days, which makes it extremely difficult to project his or her voice across the room over a period of days. The sound system is also used for the audio from the LCD; therefore, the sound system is always necessary.</p>

\_\_\_\_\_ CLIENT INITIALS

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION  
CODESTACK  
MEMORANDUM OF CONTRACT**

**July 1, 2024 - June 30, 2027**

**PROGRAMMING AND MAINTENANCE OF SEIS/SIS INTEGRATION  
COMPONENTS AND SERVICES**

This memorandum of contract constitutes an understanding between the San Joaquin County Office of Education (CODESTACK), a county office of education of the state of California, (SJCOE/ CODESTACK) and the Santa Rosa Elementary and Santa Rosa High School District, (Client), a California school district, concerning design, programming and maintenance of integration components between Special Education Information System (SEIS) and the Client's Student Information System (SIS). Note that any deletions, additions or modifications to this memorandum of contract must be in writing signed by both parties.

**1.0 OVERVIEW OF THE PROJECT**

The Client has requested the setup/configuration and support of integration components and services to allow bidirectional data transfer between SEIS and the Client's SIS. SJCOE/ CODESTACK will setup and provide integration services developed using ASP.Net 4.0 to integrate SEIS with Client's SIS. Custom procedures, server jobs, and custom reports will be developed in both systems to facilitate full interoperability and data integrity.

**2.0 PROJECT DELIVERABLES**

2.1. Programming

SJCOE/ CODESTACK will work closely with the Client in the development stages to set, ascertain and meet milestones as the project is completed. SJCOE/ CODESTACK will program the front-end of the system using Microsoft's Windows Communication Foundation, ASP.Net, and .Net Framework 4.0 to develop the services. For the back-end database SJCOE/ CODESTACK will create SQL Server stored procedures, tables, and SQL Server Integrated Services (SSIS) packages to work with the data merge and updates. The front-end and back-end will be constructed to provide data integrity, efficiency, and scalability.

2.2. Sending Data to SEIS

The SJCOE/ CODESTACK will provide any needed SQL Server scripts or installation packages required to send data prepared by the Client, to SEIS (data must be provided in the structure defined by SJCOE/ CODESTACK). The service will need to be installed on a Windows Server at the Client's location. The service will encrypt and send SEIS the demographic data specified by SJCOE/ CODESTACK. The service will be configured to run on a nightly basis.

As the data is sent via the service, SEIS will update student records based on matching birth date and SIS ID (Student Information System Identifier). All transactions will be logged and to streamline errors all records not added will appear in an exception report with a description of error (i.e. not matching SIS ID, more than one matching SIS ID, etc.) Client agrees to send only special education students from SIS to SEIS.

The exception report will be available for district level users on their SEIS home page. Student records on the exception report will have links to quickly search, add, transfer, or delete the student record.

### 2.3. SEIS Sending Data to SIS

The SJCOE/CODESTACK will provide a nightly extract to the Client to facilitate updating data in the Client SIS. The Client will be responsible to process these updates in the SIS once this file is received.

### 2.4. Security

All data will be transmitted via Web Services will be encrypted via SSL (Secure Socket Layer)/HTTPS and digitally signed via a SOAP signature and message. Also each web server and firewall will be configured to restrict access between the SEIS and Client servers only.

**Note: Should Web Services be used, the Client will need to have an SSL (Secure Socket Layer) certificate on the Client's hosted server.**

### 2.5. User Acceptance Period

A "User Acceptance Period" will be established for two months following production implementation for the purposes of refinements and additions to the Web Services based on production feedback. Within these two months, feedback will be provided to CODESTACKs by the client and responded to by CODESTACKs within the User Acceptance Period.

## 3.0 SYSTEM MAINTENANCE

The SEIS data, integrated services, and recurring jobs will be served and hosted on SJCOE/ CODESTACK's secure web and database servers. Maintenance tasks to be undertaken by SJCOE/ CODESTACK during the three-year contract period will include, but not be limited to, the following:

- upgrade and redesign of additions and refinements to the Web Services during the User Acceptance Period as described in section 2.5;
- periodic revisions and additions during the course of the contract period months; and
- on-going debugging and maintenance of the Web Services and interface screens.

#### **4.0 CLIENT RESPONSIBILITIES**

The Client will be expected to perform timely reviews of the deliverables as they are developed.

The Client will be responsible for developing required the stored procedure(s)/queries, jobs/processes, and/or SIS packages needed in the SIS database or application for pulling proper data fields and data types required by the integrated service and any jobs related therein. If the Client is pulling data from SEIS, the Client will be responsible for developing the inserts/updates, jobs/processes, SSIS packages, and/or exception rules for handling the data sent from SEIS.

The Client will be responsible for uptime and maintenance of the Client's Windows Server and hosting any applications/service used in the integrated services.

*Minimum Hardware Requirements:* Pentium 3 Xeon 1.4Ghz, 2GB RAM and 18 GB Hard Drive Space.

*Minimum Software Requirements:* Windows 2003, Internet Information Services (IIS) 6.0 and .Net Framework 4.0.

#### **5.0 TERMS OF THE CONTRACT**

The Client agrees to pay the SJCOE/ CODESTACK annual maintenance fees of \$1.75 (one dollar and seventy-five cents), per student based on the Eligible and Pending Student Count in SEIS as of February 2, 2024. The Client's first annual maintenance fee will be \$5,190.50 (five thousand, one hundred, ninety dollars and fifty cents) based on the count of 2,966. SJCOE/ CODESTACK will invoice the district for this first annual maintenance fee at the beginning of each Fiscal Year.

Note: Subsequent annual fees will be assessed and billed to the district every 12 months during the Term of this contract using the most recent Eligible and Pending Student Count in SEIS.

Note: Anything above the standard Integration Services will have a minimum fee of \$1,000 (one thousand dollars).

#### **6.0 TERM AND TERMINATION**

This Contract shall be in effect between the SJCOE/ CODESTACK and the Client beginning with the Effective Date and terminating 36 months from the implementation of production ready software (System Launch Date).

Assuming timely provision of required information and required reviews and approvals as deliverables are developed, all work required to provide tested, production ready software

shall be completed no later than 60 days after the signing of this Contract. The User Acceptance Period will begin upon delivery and implementation of production ready software.

Either SJCOE/ CODESTACK or Customer may terminate this Contract upon at least thirty (30) days prior written notice to the other party, with such termination to be effective at the end of the current period for which Customer has paid annual fees when the notice of termination is provided. Within thirty (30) days of the effective date of termination of this Contract, SJCOE/ CODESTACK shall return Customer Data to Customer in an ASCII delimited file format or such other mutually agreeable format.

The provisions under which this Contract may be terminated shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

## **7.0 WARRANTY DISCLAIMER**

SJCOE/CODESTACK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO SERVICES OR DATA MADE AVAILABLE BY PROVIDER, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. SJCOE/CODESTACK ASSUMES NO RESPONSIBILITY IN CONNECTION WITH THE USE OF ANY OF THE SERVICES OR DATA MADE AVAILABLE BY SJCOE/CODESTACK. CLIENT AGREES THAT SJCOE/CODESTACK SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGE.

## **8.0 APPLICABLE LAWS**

This Contract is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education, and all applicable federal laws, all of which are made part of this Contract and incorporated herein as if fully set forth. It is also subject to any amendments in such laws during the term of this Contract. Should it be determined by a Court of competent jurisdiction that this contract or any portion of it is illegal or invalid, the contract shall be deemed terminated and both parties relieved of their obligations hereunder except the obligation of Client to pay for work already completed.

## **9.0 INDEPENDENT CONTRACTOR STATUS**

This Contract is between two independent contractors and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

**10.0 INDEMNIFICATION**

SJCOE/ CODESTACK agrees to indemnify, defend and hold harmless the Client for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence of SJCOE/ CODESTACK.

The Client agrees to indemnify, defend and hold harmless SJCOE/ CODESTACK for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence or the Client.

\_\_\_\_\_  
Johnny Arguelles, Division Director  
CodeStack  
San Joaquin County Office of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signer  
Santa Rosa Elementary and Santa Rosa High School District

\_\_\_\_\_  
Date



**Addendum to  
Letter of Agreement between  
Cardea Services and Santa Rosa City Schools**

This Addendum shall be incorporated as part of the Letter of Agreement between Cardea Services and Santa Rosa City Schools District, fully executed on June 29, 2023.

**Consultant will provide:**

- **Up to two two-hour workshops for twelve grade teachers on How to Answer Sensitive Questions in the Sex Ed Classroom @\$1,000 per workshop, not to exceed \$2,000 total**
- **One, one-hour, Q&A webinar for students, facilitated by a Cardea trainer, not to exceed \$500**

All other specifications, terms, and conditions remain unchanged.

We, the undersigned, agree to the foregoing:

For Santa Rosa City Schools

For Cardea Services

Name and Title

Wendy Nakatsukasa-Ono, President/CEO

Signature

*Wendy Nakatsukasa-Ono*  
Signature

Date

March 29, 2024  
Date

Tax Identification Number

94-2401949  
Tax Identification Number

<b>Contract DUE BACK BY:</b>	<b>Mar 26, 2024</b>
CM Contract #	5076
Date of Contract:	Mar 13, 2024

**Fax back to  
Community Matters  
707-823-3373**

**Contract  
between**

**Community Matters** - A California Not For Profit Corporation

**and Brook Hill Elementary School**

P. O. Box 14816  
 Santa Rosa, CA 95402  
 PH: 707-823-6159 **FAX: 707-823-3373**  
 Vendor ID #  
 hereinafter referred to as "CM"

1850 Vallejo St.  
 Santa Rosa CA 95404  
 707-890-3915

hereinafter referred to as "Client"

**This Contract details the responsibilities of the above parties relative to the services listed below.**

**CM Will Deliver** the services outlined below:

Service Code	Service Name and Description	Cost
WUCAE	<b>Waking Up Courage Assembly Package - Elem</b>	\$4,100.00
	For: Brook Hill Elementary School Santa Rosa CA	
	On: April 18, 2024	
	Times: 1 full school day	
	Deliverables: Provide up to 3 Assemblies over 1 school day; each to be 30-60 minutes (depending on grade level) and each limited to 125 students. School staff must participate and supervise students.	
	23 Community Matters Matching Grant	-\$4100.00
<b>Service Subtotal:</b>		<b>\$0.00</b>

<b>Contract DUE BACK BY:</b>	<b>Mar 26, 2024</b>
CM Contract #	5076
Date of Contract:	Mar 13, 2024

Fax back to  
 Community Matters  
 707-823-3373

**Client Will** fulfill the following obligations:

- Ensure a school or district employee will provide supervision at all times when the CONSULTANT has contact with pupils.
- Return this contract by 3/26/2024 to guarantee CM's availability for the Service(s) on the above date(s). Otherwise, all prior agreements may be voided.
- Provide a suitable facility for training, as outlined in the "Training Room Requirements" attachment.
- Provide necessary supplies and equipment, as outlined in the "Training Supplies, Equipment and Logistics" attachment.

**Payment for Services:** Client agrees to pay CM, in US funds, the following fees for delivery of the services outlined above:

Total Price:	\$4,100.00
Total Awards	-\$4,100.00

**Rescheduling or Cancellation:**

Once this contract is signed, if Client cancels or reschedules the service, Client will be held responsible for 50% of the regular price of the service. If Client cancels or reschedules within 2 weeks of the date of the service, Client will be held responsible for 100% of the regular price of the service.

**Grant funded services:** The Client, not the funder, will be held responsible for the above fees. The funder will be informed of any reschedule or cancellation requests. This could affect grant funding in subsequent years.

**Grand Total: \$0.00**

Upon receipt of signed contract or as specified herein, CM will invoice client for the items described above. Client agrees to pay such invoice(s) **in full upon receipt**.

**Signatures**

For Community Matters



LeeAnn Lichnovsky  
 Date: 3/13/2024

For Client

Signature: 

Lisa August (Mar 25, 2024 08:38 PDT)

Name: Lisa August

Organization: Brook Hill Elementary School

Date: 03/25/2024

Date:

Title: Associate Superintendent

**Attachments**

- CM Contract Terms
- Billing Information Sheet - please **complete** and **return** with this Contract
- Training Room Requirements - please give this to the person handling training logistics.
- Training Supplies, Equipment and Logistics - please give this to the person handling training logistics.
- Service Terms
- SSA TOT Participation Agreement
- Award Letter
- SSA Site License Agreement

<b>Contract</b>	
<b>DUE BACK BY:</b>	<b>Mar 26, 2024</b>
CM Contract #	5076
Date of Contract:	<b>Mar 13, 2024</b>

**Fax back to  
Community Matters  
707-823-3373**

---

**AMENDMENT NUMBER 1 TO CONTRACT BETWEEN CAREER TECHNICAL EDUCATION  
FOUNDATION SONOMA COUNTY AND SANTA ROSA CITY SCHOOLS FOR SCHOOL  
TRANSFORMATION SUPPORT AT ELSIE ALLEN HIGH SCHOOL**

Funding Amount: **\$555,000**  
Term: **07/01/2022 to 12/31/2024**

This Amendment Number 1 (Amendment) submitted March 5, 2024, provides the following changes to the contract dated July 5, 2022 and the addendum dated July 10, 2023, both signed by the Chief Executive Officer of the CTE Foundation and officers of Santa Rosa City Schools (SRCS). No other changes to the contract should be assumed.

The parties hereby evidence their intent and desire to amend the contract as follows:

1. **Revise Article 2: Grant.** Subject to the above Recitals and the terms and conditions of this Agreement and the Prime Contract incorporated herein, Grantor agrees to provide the sum of **Five Hundred Fifty Five Thousand Dollars (\$555,000.00)** (the “Grant Amount”) to Grantee for the following sole purposes: to support Grantee to the extent funding under the Prime Contract allows, as determined by Grantor in its sole discretion, so that Grantee may timely advance toward completion the “Program Activities” described on pages 15, 16, and 17 of the Prime Contract and to comply with all applicable documentation and reporting requirements mandated under the Prime Contract relating to this Grant. The Grant Amount will be disbursed according to the terms and subject to the conditions set forth in this Agreement. **The Grant must be closed and funded by December 31, 2024.**
2. **Revise Article 6: Disbursements.** Grantor shall make such disbursement of the Grant Amount as described below, if and when Grantor in its reasonable discretion is satisfied that the following conditions precedent to each disbursement payment have been met:
  - a. Grantee shall have delivered to Grantor an executed original of this Agreement; and
  - b. Grantee is, as of the time each disbursement is to be made, in full compliance with all the terms and conditions of this Agreement, including without limitation the reporting and record- keeping requirements described in Section 5 above.

Provided such conditions precedent have been met, the **2022-2023 Grant Amount** will be disbursed in three (3) equal payments of \$92,461.00, and one (1) final payment of \$60,000 as follows:

- i. Payment Number 1: promptly upon the full execution and delivery of this Agreement by the Grantor and Grantee;
- ii. Payment Number 2: six (6) months after the delivery of Payment Number 1;
- iii. Payment Number 3: six (6) months after the delivery of Payment Number 2;
- iii. Final **2022-2023 Grant** Payment: September 15, 2023.

**The 2024 Grant Amount of \$217,617** will be disbursed in ten (10) equal payments of \$21,761.70 upon the full execution and delivery of this Agreement by the Grantor and Grantee. Payment schedule will begin March 31, 2024 and continue through December 31, 2024, at the end of each month.

3. **Revise Exhibit A: Prime Contract,** to replace Prime Contract’s Exhibits as follows: ***Exhibit A: Scope of Subrecipient Work; Exhibit C: Insurance Requirements; Exhibit E: American Rescue Plan Act Rider; and Exhibit I: ARPA Data System Requirements;*** These documents are attached to this amendment as Exhibit A: Amendments to Prime Contract;

Grantee shall diligently and properly complete the Services described in the Scope of Work in conformance with the terms and conditions herein and in the applicable portions of the Prime Contract.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.**

CITY OF SANTA ROSA ELEMENTARY & HIGH SCHOOL  
DISTRICTS,  
a District of the County of Sonoma, State of California

DATED: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Anna Trunnell, Superintendent

CAREER TECHNICAL EDUCATION FOUNDATION  
SONOMA COUNTY, a California corporation

DATED: March 5, 2024

By:   
Kathy Goodacre, Chief Executive Officer

**Exhibit A:**  
**Amendments to Prime Contract**

**Career Technical Education Foundation Sonoma County Amendment  
Number 1**

to the Agreement to Provide  
**SCHOOL TRANSFORMATION SERVICES**

Funding Amount: **\$1,100,210**

Term: **07/01/2022 to 12/31/2024**

Agreement Number: PREE-CTE-ARPA-2224

This Amendment Number 1 ("Amendment") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Career Technical Education Foundation Sonoma County, a California non-profit Corporation (hereinafter "Contractor").

As provided by Article 13.7, Merger, the parties hereby evidence their intent and desire to amend the Agreement. The parties mutually desire to amend said Agreement to make the following changes:

1. Revise Article 2, Payment, to increase the Agreement amount by Four Hundred Forty-Two Thousand, Seven Hundred One Dollars (\$442,701), for a new total of One Million, One Hundred Thousand, Two Hundred Ten Dollars (\$1,100,210);
2. Revise Article 3, Term of Agreement, to extend the term;
3. Replace Exhibit A: Scope of Work;
4. Replace Provision 9. Budget in Exhibit B: Fiscal Provisions/Budget;
5. Replace Exhibit C: Insurance Requirements;
6. Replace Exhibit E: American Rescue Plan Act Rider; and
7. Replace Exhibit I: ARPA Data System Requirements.

RECITALS

WHEREAS, County and Contractor entered into that certain Agreement, dated July 1, 2022, for School Transformation Services; and

WHEREAS, County and Contractor desire to amend the Agreement to increase funding, extend the term to December 31, 2024, update agreement provisions, and replace Exhibits;

NOW, THEREFORE, the parties hereto are desirous of modifying the Agreement in accordance with the terms and conditions set forth herein and hereto agree as follows:

## SPECIFIC PROVISIONS

### 2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a cost reimbursement basis in accordance with the budget set forth in “Exhibit B: Fiscal Provisions/Budget” (hereinafter “Exhibit B”), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed One Million, One Hundred Thousand, Two Hundred Ten Dollars (\$1,100,210), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

### 3. Term of Agreement.

The term of this Agreement shall be from 07/01/2022 to 12/31/2024 unless terminated earlier in accordance with the provisions of Article 4 below.

---

### **Exhibit A: Scope of Subrecipient Work**

*Effective date: 01/01/2024*

#### **I. Subrecipient Responsibilities**

County is allocating funds for Contractor to implement and carry out, on County’s behalf, this Scope of Work, an eligible program/project under the subject ARPA funding. Contractor will administer all tasks in connection with the aforesaid program/project, including further programmatic decision-making and determining eligibility for receipt of funds as appropriate, in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to County.

#### **II. ARPA Overview**

The American Rescue Plan Act (ARPA), signed into law on March 11, 2021, provides federal resources to local governments to “change the course of the pandemic and deliver immediate relief for American workers.” COVID-19’s impact across the nation and in our community has disproportionately harmed certain communities. To meet the intent of this legislation and to drive our community’s equitable recovery, the County has analyzed data and sought input from the community to understand what needs continue to exist. As a result, the County is prioritizing community investments that address disproportionality in burdens and need and ensure accountability to the equity principles in the ARPA legislation, in the [County’s Racial Equity & Social Justice Strategic Plan Pillar](#), and in the [Portrait of Sonoma County: 2021 Update](#).

Under the legislation, funding can be used to address educational disparities in K- 12 that were worsened by the pandemic, including addressing the many dimensions of resource equity such as equitable and adequate school funding; access to a well-rounded education; well-prepared, effective, and diverse educators and staff; and integrated support services. In disproportionately impacted communities, these activities can close long-standing gaps in educational opportunity.

### **III. Equity and Social Justice**

The County promotes fair, accessible and culturally relevant engagement with families and individuals that supports equity and social justice. Contractor will promote: a commitment to self-reflection and lifelong learning; recognition of power and privilege as undeniable factors in relationships; and acknowledgment of the expertise of each individual or community group as leader and educator on the content and nature of their culture/experience. Contractor will understand how the intersectionality of social categorizations such as gender, race, socio-economic status, immigration status, ethnicity, nationality, sexual orientation, family structural identities, religion, age, mental disability, physical disability, mental illness, and physical illness create overlapping and interdependent systems of discrimination and disadvantage; and have a commitment to suspending judgment and promoting equitable access to public health protections, advancements, and economic recovery.

### **IV. Program Overview**

School closures and shifts to distance learning revealed key inequities and challenged long held assumptions regarding teaching, learning, and, most profoundly, students' social emotional needs. The importance of student engagement, access to learning tools and support, and strategies that address the social emotional needs of students have been identified by the Elsie Allen High School (EAHS) community as key indicators for the need to reimagine the educational experience for their students.

CTE Foundation (CTEF) will support EAHS in reforming their education model to deliver authentic, relevant, and integrated learning experiences that prepare youth for a lifetime of success. Capacity-building support will be provided to accelerate and enhance this work through expanded resources not otherwise available.

### **V. ARPA Eligible Beneficiaries**

Over the entire program period, through December 31, 2024, the program will benefit Elsie Allen High School, a Title 1 school serving students and households residing in the following Qualified Census Tracts: 151402, 153102, 153103, 153104, 153200, and 153300. Approximately 1,100 students are enrolled at EAHS.

### **VI. Program Activities**

Whole-school transformation will be guided using a Liberatory Design framework, which intentionally promotes equity in every stage of the process. Multi- stakeholder input will be embedded in each stage of design work, from prototype and test to evaluation and refinement of strategies.

A. Using the work plan developed through participation in the Contractor’s New School Model (NSM) Project and informed by extensive engagement with students, families, educators, employers, and community-based organizations, the following activities will guide transformation efforts:

1. Objective 1: Operationalize the Graduate Profile

The Graduate Profile (GP) represents the skills, mindsets and attributes that students, parents and the larger community believe students should develop by graduation; it is designed through a collaborative process involving all stakeholders. Activities will serve to integrate the GP throughout school curriculum and culture ensuring all aspects of the student experience drive attainment of GP outcomes.

Key Activities:

- Multi-stakeholder engagement to explore strategies for integrating GP skills in all course work, career pathways, and student assessments.
- Identify opportunities to integrate GP learning goals and outcomes in extra-curricular programs, clubs, and sports programs.
- Develop strategies to promote demonstration of GP outcomes attainment throughout school culture, including community engagement and work- based learning opportunities.
- Explore methods to assess students’ attainment of the GP outcomes.

2. Objective 2: Develop New Pathways

The EAHS multi-stakeholder community has identified career- connected learning pathways for redesign and development to better align with student interest, local in-demand career opportunities and community needs: Agriculture (redesign to include high-tech solutions for agriculture and environmental sustainability); Healthcare (develop new pathway focused on Public & Community Health); and Education (develop a new pathway that leverages a “grow our own” approach to creating a pipeline of bilingual and bicultural teaching workforce for the county).

Key Activities:

- Explore relevant pathway teacher training needs and activities and adjust school schedules to cohort students in newly designed pathways.
- Embed Work-Based Learning (WBL) to ensure opportunities to apply learning and language skills in a relevant setting including internships and other career exploration and skill-building outside of the classroom.
- Implement structures that provide opportunities to earn early college credit within the pathways.
- Design learning experiences that are interconnected with the Dual

Immersion Program and advance students' attainment of the skills and cross-cultural competencies needed to succeed in a multicultural society and global economy.

- Develop enhanced partnerships to strengthen Career Technical Education (CTE) programs, bring the graduate profile to life, and infuse relevant and authentic learning experiences school-wide.

### 3. Objective 3: Invest in Professional Development

Transformation at the scope and scale imagined requires intensive training and professional development that builds the capacity of educators to design and implement new strategies and sustainable structures in alignment with community needs and goals. Professional development will also follow the iterative nature of transformation and, thus, will be developed in partnership with site leadership, faculty and classified staff with support from partners and consultants.

Key Activities:

- **Integrated Career Pathway Development:** Design professional development addressing integrated instruction, project-based learning and WBL to support relevant and authentic learning.
- **Dual Immersion Instruction:** Provide support and professional development to EAHS teachers to teach in a dual immersion school.
- **Credentialing:** Develop plans for EAHS teachers to obtain the Bilingual, Cross-Cultural, Language and Academic Development (BCLAD) Teaching Credential and/or Certification.
- **Instruction:** Provide professional development funding and support to EAHS teachers to obtain training on dual language curriculum development and instruction.
- **School Culture:** As EAHS transforms to a dual immersion school, consultants will work with site leadership and faculty to provide whole school professional development that will focus on creating a school culture to support dual language and multicultural competency. This effort will include:
  - Review school policies and examine mindsets and behaviors to build support for nurturing multilingual/multicultural development.
  - Engage parents and Community-based Organizations (CBO) in assisting the transformation of EAHS's school culture.

- B. Contractor will ensure that EAHS develops and carries out a communication plan informing stakeholders of the redesign process, opportunities to participate, and outcomes.

## **VII. Culturally Responsive/Equitable Services**

- A. Contractor will leverage the linguistic and cultural assets of EAHS students and ensure that students are active contributors to their own learning and that of their community.
- B. Professional development focused on student equity, access, and student-centered learning will be included.
- C. Contractor will center and amplify student voices by empowering them to co-design with adult stakeholders.
- D. Contractor will focus on engaging special populations, including non-traditional (as defined by the California Department of Education (CDE)) student voice and student leadership.
- E. In designing “with” students instead of “for” students, participating educators will:
  - Learn why it is important that the design team is diverse and inclusive.
  - Actively seek diverse identities, roles and skill sets in building the design team.
  - Acknowledge and build from the strengths, stories, and skills of team members.
  - Define specific conditions for collective learning, risk-taking, and action.
  - Understand that transforming power structures within a team or organization catalyzes a sense of shared purpose, greater self-direction, and a general commitment to better work quality.
  - Learn and build a strategy to shift and transform power imbalances in conversations, meetings, and decision-making.
- F. All services/communication will be provided in the primary language of the household/individual and with cultural humility/deference.
- G. Contractor will provide written materials (or other media) in both Spanish and English, and as much as possible, deliver facilitation sessions orally in Spanish (or with interpretation), as a way of bolstering vocabulary and fostering linguistic pride.

## **VIII. Data and Reporting Requirements**

- A. Documentation Requirements. Contractor will ensure that required documentation as defined by County is available for review by County as detailed in Articles 9.6 and 9.7 in the body of this Agreement.
- B. Accurate and Timely Submissions. Contractor will maintain complete, up-to-date, and accurate records, tracking mechanisms, and management controls. Contractor will be responsible for submitting all data, documents, and required reports, accurately, on time, and in the manner prescribed by County.

- C. Responsiveness. Contractor will respond in a timely manner to every communication and request for information from County.
- D. Required Data Systems. Contractor will submit required fiscal, programmatic and outcome data electronically into County-provided, online databases, (OpenGov and SOMS systems), as directed by County and detailed in Exhibit I.
- E. Reporting Requirements.

- 1. Programmatic Data

Contractor agrees to comply with and support all applicable ARPA reporting requirements and all reporting requirements otherwise stated in the Agreement. In addition to monthly expenditure reporting, Contractor will submit quarterly and/or annual programmatic data related to establishing service eligibility and ongoing needs (collected through a social determinant of health screening), the number and demographics of impacted and/or disproportionately impacted beneficiaries served, and key performance indicators (locally developed and as required by the US Department of the Treasury). Whenever possible, data should be disaggregated by race, ethnicity, gender, income, and other relevant factors.

- 2. Anti-Racist Results-Based Accountability (AR RBA) Plan

Anti-Racist Results-Based Accountability (AR RBA) intentionally centers racial equity, assessing the impact of our actions on Black, Indigenous and other communities of color, and working backwards towards identifying and implementing solutions that address the root causes of inequities to create better outcomes that are felt and experienced in these communities. The County of Sonoma is accelerating our use of an anti-racist RBA framework as an approach to assess and transparently share the impact of County investments in these communities experiencing the most racial marginalization and gravest outcomes.

Upon execution of the Agreement County and Contractor will review previously approved performance measures reflective of outcomes included in the scope of work. This may include, but is not limited to, attending AR RBA Refresher training(s), revising an AR RBA plan, submitting quarterly performance measure data and participating in quarterly AR RBA Turn the Curve conversations.

### **IX. Lead Agency Requirements**

- A. Contractor, as lead agency, will adhere to and ensure that partner agencies are meeting the following requirements:
  - 1. Contractor will ensure that all Subcontractors will abide by conditions stated in this Agreement, including but not limited to insurance, confidentiality, data security, and living wage requirements. Contractor will perform at least one fiscal monitoring and one program monitoring for all Subcontractors during the term of this Agreement.

2. Contractor will ensure that referrals and services are coordinated in a seamless manner with its partners.
  3. Contractor will ensure that all partners collect required data and information using the identified procedures and forms as specified by County.
- B. Contractor is responsible for tracking all participants and submitting required information to County.

**X. Additional Program Requirements**

Contractor will participate in technical assistance and other meetings convened by County.

**Exhibit B: Fiscal Provisions / Budget**

9. Budget.

Staff Salaries	106,744
Staff Benefits	14,089
Office Supplies / Expenses	4,200
Staff Mileage / Travel	3,000
Staff Training / Conferences	1,650
Other: Grant to Elsie Allen HS/SRCS	555,000
Indirect Costs @ 10%	68,468
<b>Subtotal</b>	<b>753,151</b>
Subcontractors	347,059
<b>PROGRAM BUDGET TOTAL</b>	<b>\$1,100,210</b>

### **Exhibit C: Insurance Requirements**

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

#### **1. Workers Compensation and Employers Liability Insurance**

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. ***Required Evidence of Insurance:*** Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

#### **2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. **The County of Sonoma its Officers, Agents and Employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
- i. ***Required Evidence of Insurance:*** Certificate of Insurance.

### **3. Automobile Liability Insurance**

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. ***Required Evidence of Insurance:*** Certificate of Insurance.

### **4. Cyber Liability Insurance**

#### **Network Security & Privacy Liability Insurance:**

Required if Contractor has access to individuals’ private, personally identifiable information, or if the agreement involves sharing of data or electronic information.

- a. Minimum Limit: \$2,000,000 per claim or per occurrence, \$2,000,000.00 aggregate.
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. ***Required Evidence of Insurance:*** Certificate of Insurance specifying the limits and the claims-made retroactive date.

### **5. Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

### **6. Documentation**

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is:

The County of Sonoma, its Officers, Agents and Employees Contracts Unit  
3600 Westwind Boulevard  
Santa Rosa, CA 95403

Or pdf to: [contracts@schsd.org](mailto:contracts@schsd.org)

- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

### **7. Policy Obligations**

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

### **8. Material Breach**

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

**Exhibit E: American Rescue Plan Act (ARPA) Rider**

**ARPA / CSLFRF TERMS AND CONDITIONS**

v. 12/20/23

**1. DEFINITIONS**

- 1.1 Government** means the United States of America and any executive department or agency thereof.
- 1.2 Treasury** means the Department of the Treasury of the United States of America.
- 1.3 ARPA** means the American Rescue Plan Act (Pub. L. No. 117-2 (Mar. 11, 2021)) (codified at Section 601 et seq. of Title VI of the Social Security Act) and related funding and financial assistance programs, including the Coronavirus State Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF), collectively referred to as the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) and federal Assistance Listing CFDA 21.027.
- 1.4 Third Party Subcontract** means a subcontract at any tier entered into by Contractor or any subconsultant or subcontractor, financed in whole or in part with federal assistance, including ARPA funds under the Agreement.
- 1.5** For purposes of this Exhibit, **Contractor** shall also mean the Contractor, Subrecipient, Consultant, or other party to the subject Agreement with the County, and may be referred to as such.
- 1.6 Agreement** means that certain Agreement between the County of Sonoma (“County”) and Contractor, and to which this Exhibit is made a part.

As a condition of the Agreement and of the ARPA funding under this Agreement, Contractor shall comply as follows:

**2. GENERAL REQUIREMENTS**

- 2.1** Contractor shall at all times comply with all applicable federal laws, regulations, executive orders, Office of Budget and Management circulars, Treasury policies, procedures, and directives, and program or grant conditions (as may be amended or promulgated from time to time), including but not limited to those requirements of 2 C.F.R.<sup>1</sup> Part 200, and its Subparts B-General Provisions, C-Pre-Federal Award Requirements and Contents of Federal Awards, D-Post Federal Award Requirements, E-Cost Principles, and F-Audit Requirements; and including the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964 (Title VI); the Civil Rights Act of 1968 (Title VIII); the Drug-Free Workplace Act of 1988; the Drug Abuse Office and Treatment Act of 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; the Public Health Service Act of 1912; the Education Amendments of 1972 (Title IX); the Equal Opportunity in Education Act; the Energy Policy and Conservation Act; the False Claims Act; the Hotel and Motel Fire Safety Act of 1990; the National Environmental Policy Act; the Rehabilitation Act of 1973; the Whistleblower Protection Act (including 41 USC 4712); the Hatch Act (5

---

<sup>1</sup> Code of Federal Regulations (“CFR”).

U.S.C.<sup>2</sup> 1501 et seq.); and all related and Treasury-mandated federal regulations, including 31 CFR Part 35.

- 2.2** Whether or not expressly set forth herein, all contractual provisions and grant conditions or assurances required by Treasury (including as may be amended or promulgated from time to time) are hereby incorporated by reference. This Agreement may be amended to further incorporate and expressly state new, revised, and or subsequent contractual provisions or grant conditions as may be required by ARPA and/or Treasury. In the event of any conflict between any provision of this Agreement, this Exhibit, or any federal or Treasury term, condition, or requirement, the stricter standard shall apply. Contractor shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to County for guidance. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause County to be in violation of any federal, ARPA, or Treasury term, condition, or requirement.
- 2.3** The Government shall enjoy the right to seek judicial enforcement of any law, regulation, condition, or provision stated herein.
- 2.4** Contractor shall attach and apply all terms and conditions stated herein to all Third Party Subcontracts and shall require that all subcontractors of all tiers comply with and attach and apply these terms and conditions as to their subcontracts at all levels. The provisions shall not be modified, except to identify the subcontractor who will be subject thereto.

### **3. FURTHER ARPA REQUIREMENTS**

- 3.1** Contractor acknowledges that all or part of this Agreement will be funded with ARPA financial assistance.
- 3.2** Contractor shall comply with, and shall not cause the County be out of compliance with, the requirements of ARPA, the regulations adopted pursuant thereto, all interpretive guidance issued by Treasury, and County's grant assurances related to ARPA funding. Contractor shall also comply with all other applicable federal statutes, regulations, and executive orders, and shall provide for such compliance by other parties in any agreements it enters into with other parties relating to or involving funding under this Agreement.
- 3.3** Funds, payments, expenses, and procurements under this Agreement shall only be used for eligible ARPA uses and activities in accordance with ARPA and Treasury's implementing regulations (31 CFR Part 35) and related interpretive guidance (including the ARPA Interim Final Rule and Final Rule as applicable), and all other applicable laws and regulations governing the use of ARPA funds. Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under ARPA funding. Contractor shall return to County any funds disallowed within ninety days of notification from County to return such funds.

---

<sup>2</sup> United States Code ("USC").

- 3.4** Any costs, payments, or expenses allowable under the Agreement must be incurred by December 31, 2024. Any funds not timely used must be returned to County.
- 3.5** In the event of any violation of any ARPA requirement, any audit exception or disallowance, or of any term or condition of the Agreement, then payments or subawards made under this Agreement shall be subject to recoupment.
- 3.6** Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 3.7** Uniform Administrative, Cost Principles, And Audit Requirements (2 CFR Part 200). Contractor shall comply with all applicable provisions of the federal Uniform Guidance, 2 CFR Part 200, including applicable Administrative Requirements, Cost Principles, and Audit requirements. Without limitation, all use of funds and procurement of all services (including consultants), supplies, property, or equipment, shall be performed in conformance with 2 CFR 200.318-327 as well as in conformance with all other administrative, costs, and audit requirements under federal laws and regulations. These requirements generally require open and competitive process, with limited exceptions. Contractor shall maintain records sufficient to detail the history of procurement and provide such records upon request. These records shall include, but are not necessarily limited to: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- 3.8** Allowable costs and allocations shall be only those permitted under the Agreement and as permitted by federal law and regulation, including pursuant to 2 CFR Subpart E. Contractor must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other federal, state or local government source.
- 3.9** Real property, equipment, and intangible property acquired or improved with funds under this Agreement must be held in trust for the beneficiaries of the project or program under which the property was acquired or improved. Liens or other appropriate notices of record may be required to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.
- 3.10** If applicable, Contractor shall comply with all program income requirements and restrictions in conformance with 2 CFR 200.307. Any revenue generated by Contractor from Agreement-supported activities or funds shall be reported to County, including for direction as to disposition.
- 3.11** Government expressly disclaims any and all responsibility or liability to Contractor or any third persons for the actions of County, Contractor, or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the funding or performance of this Agreement, or any other losses resulting in any way from the performance of any contract or subcontract related to this Agreement. Contractor acknowledges and agrees that

the federal government is not a party to this Agreement and is not subject to any obligations to or liabilities of the County, Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement.

**3.12 Conflict of Interest.** By executing the Agreement, Contractor certifies that is does not know of any fact which constitutes a violation of any conflict of interest law, including under Title 9, Chapter 7 (section 87100 et seq.) or Title 1, Division 4, Chapter 1, Article 4 (Section 1090 et seq.) of the California Government Code. Contractor shall disclose to County in writing any potential or actual conflict of interest affecting this Agreement or the funding thereof, in accordance with 2 CFR Part 200 (including 2 CFR 200.112 and 2 CFR 200.318(c)). Contractor shall provide all additional information necessary for County to fully assess and address such actual or potential conflict of interest. Prohibited conflicts include as to economic and/or personal interests.

### **3.13 Nondiscrimination**

**3.13.1** Contractor (and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees) shall comply with all applicable federal, state, and local nondiscrimination laws, rules, and regulations in its employment practices, delivery of services, and performance under this Agreement, and shall not unlawfully discriminate, harass, or allow harassment against any person on the basis of sex, race, color, ancestry, religious creed, national origin, sexual orientation, gender, gender identity, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital or familial status, denial of family care leave, or on any other basis prohibited by law, including without limitation by Title VI of the Civil Rights Act of 1964 (42 USC §§ 200d et seq.) and Treasury's implementing regulations at 31 CFR Part 22 (prohibiting discrimination on the basis of race, color, or national origin); the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) (prohibiting discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794) and Treasury's implementing regulations at 31 CFR Part 17 (prohibiting discrimination on the basis of disability); the Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.) and Treasury's implementing regulations at 31 CFR Part 23 (prohibiting discrimination on the basis of age); Title II of the Americans with Disabilities Act of 1990, as amended (42 USC 12101 et seq.) (prohibiting discrimination in programs, activities, and services on the basis of disability); and the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

**3.13.2** Contractor (and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees) shall ensure that evaluation and treatment of employees and applicants for employment are free from unlawful discrimination and harassment.

- 3.13.3** Contractor, and all sub-grantees, contractors, subcontractors, successors, transferees, and assignees, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 USC 200d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 USC 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or Agreement.
- 3.14** Contractor acknowledges, agrees, and shall comply with the following:
- 3.14.1** Compliance with Title VI of the Civil Rights Act of 1964, as amended (42 USC 200d et seq.), and as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and all other pertinent executive orders, directives, circulars, policies, memoranda, and guidances.
  - 3.14.2** Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency” seeks to improve access to federally-assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (LEP). Denying a person access to programs, services, and activities because of LEP is a form of prohibited national origin discrimination. Contractor shall initiate reasonable steps, and comply with Treasury directives, to ensure that LEP persons have meaningful access to its programs, services, and activities, which may entail providing language assistance services including oral and written translation when necessary. Reasonable steps for meaningful LEP access is available at 70 CFR 6067 and <http://www.lep.gov>.
  - 3.14.3** To consider the need for language services for LEP persons when developing and conducting programs, services, and activities.
  - 3.14.4** If any real property, structure, or personal property is acquired, provided, or improved with regard to this Agreement, the provisions herein shall apply for the duration during which the property is owned or possessed by Contractor or used for a purpose for which ARPA funds have been provided or for any other purpose involving the provision of similar services or benefits.
  - 3.14.5** To maintain a complaint log and inform County of any complaint of prohibited discrimination, and of any administrative agency or court’s findings of non-compliance with Title VI, including any related information pertaining thereto as requested by County.
  - 3.14.6** To cooperate in any enforcement or compliance review by Treasury as to any condition herein, including cooperation with information requests, on-site compliance reviews, and reporting requirements.

Compliance with the foregoing constitutes a condition of performance and of continued funding, and is binding on Contractor's successors, transferees, and assignees as may be applicable.

- 3.15** Publications. Any publications (press releases, social media posts, flyers, project signage) produced under this Agreement must display the following: "This project [is being][was] supported, in whole or in part, by federal award number [*Insert project FAIN number from Agreement or as indicated by County*] awarded to the County of Sonoma by the U.S. Department of the Treasury."
  - 3.16** Whistleblower Protections. Contractor shall comply with 41 U.S.C 4712 and not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities described in 41 U.S.C 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federally-funded contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. Contractor shall inform all its employees in writing, in the predominant native language of the workforce, of the rights and remedies provided under the federal Whistleblower Protection Act, including 41 USC 4712.
  - 3.17** Increasing Seat Belt Use in the United States. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.
  - 3.18** Reducing Text Messaging While Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.
- 4. SUBRECIPIENT TERMS** (All subawards, funding transfers, and subrecipient agreements, in accordance with 2 CFR 200.331 and as may otherwise be designated in the Agreement)
- 4.1** All or part of the funding of this Agreement will be with Federal awards. Contractor is designated as a Subrecipient and the federal funds received under this Agreement are designated as a subaward of CSLFRF funds. Funds under this Agreement must be used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award, including all compliance and reporting requirements for ARPA funds. All terms of this Agreement shall remain in effect during all times that Subrecipient possesses or has control over ARPA funds, including any program income therefrom.
  - 4.2** Contractor warrants and represents that it has, and shall maintain, the institutional, managerial, and financial capability to ensure proper planning, management, auditing, and completion of the subject project, program, and/or Agreement scope.
  - 4.3** Contractor shall comply with, and administer all activity in conformance with, 2 CFR Part 200.300, et seq., and agrees to adhere to the accounting principles

and procedures required therein, utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred. Contractor shall maintain a financial management system which ensures control and documentation over the use and distribution of funds hereunder in accordance with the terms and conditions of this Agreement and with generally-accepted accounting principles.

- 4.4** Contractor shall maintain procedures for obtaining and recording information evidencing eligibility for any receipt or distribution of funds, including by any given beneficiary or lower-tier subrecipient or contractor.
- 4.5** Contractor understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. 200.318(c) and that such conflict of interest policy is applicable to each activity using funds under this Agreement.
- 4.6** Contractor agrees to comply with and support all applicable ARPA reporting requirements and all reporting requirements otherwise stated in the Agreement. Contractor shall maintain compliance with all other federal reporting requirements, including those pertaining to subaward and executive compensation Information (2 CFR Part 170), and shall maintain processes and systems for proper and timely reporting as required under 2 CFR Part 170 Appendix A (unless exempt).
- 4.7** Contractor shall comply with and be responsible for all audit requirements required under federal law (including under 2 CFR Part 200) and as deemed necessary by authorized governmental entities, including Treasury. Pre-, interim, and post-award audits and other measures may be required, as determined by County. All subrecipients (other than for-profit entities) who receive federal funding which taken together total over \$750,000 in a single fiscal year are subject to single auditing and other requirements under 2 CFR Part 200, Subpart F. Said subrecipients must have a single or program-specific audit conducted for that fiscal year, as required by and in accordance with the provisions of 2 CFR Part 200, Subpart F. A copy of this audit must be forwarded to the County as soon as it is complete.
- 4.8** All expenditures of funds under this Agreement shall be reported to County, as directed and in form indicated by County, including as required by all applicable ARPA requirements.
- 4.9** Contractor shall permit County, and all designated auditors, access to all records and financial statements as necessary for County to ensure compliance with this Agreement and all federal laws, regulations, and ARPA requirements.
- 4.10** Mandatory Disclosures. Contractor must disclose, in a timely manner, in writing to County all violations of Federal criminal law involving fraud, bribery, or gratuity violations. Contractor shall report civil, criminal, and administrative proceedings to SAM, as required by 2 CFP Part 180.
- 4.11** Contractor shall maintain compliance with the System for Award Management (SAM) and Universal Entity Identifier requirements, pursuant to 2 CFR Part 25, including obtaining a unique entity identifier and completing SAM registration prior to receiving the Federal award unless exempt under 2 CFR 25.110. No entity, including subcontractors, may receive any federal funds through this

Agreement unless the entity has provided its Unique Entity Identifier to County. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

- 4.12** Contractor shall comply with the Privacy Act of 1974 and 2 CFR 200.335 in the collection, maintenance, use and dissemination of any personally identifiable information such as social security numbers, financial and medical information. Contractor will limit the collection, use and access of information about individuals to that which is relevant and necessary to accomplish its purpose, and such data shall be maintained with appropriate administrative, technical and physical safeguards to protect the information.
- 4.13** Upon the earlier of either the expiration (or termination of this Agreement) or the completion of the project and/or program funded under this Agreement, Contractor shall closeout its use of the funds and its obligations under this Agreement by complying with all closeout requirements under 2 CFR § 200.344. Contractor shall complete, to County's satisfaction, all final closeout requirements when and as requested by County. Closeout activities shall include, but are not limited to: close-out certifications, submission of final reports, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable), and determining the custodianship of records.
- 4.14** Compliance: Contractor shall take timely and appropriate action on all deficiencies pertaining to the Agreement and use of County-provided funds, as detected through audits, on-site reviews, or as indicated by County. Contractor shall provide written confirmation upon request, highlighting the status of actions planned or taken to address any audit findings or other compliance matters as to the Agreement.
- 4.15** Pursuant to the Trafficking Victims Protection Act of 2000 (TVPA), as amended, subrecipients and their employees (and subcontractors and their employees) may not:
- 4.15.1** Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 4.15.2** Procure a commercial sex act during the period of time that the award is in effect; or
  - 4.15.3** Use forced labor in the performance of the award or subawards under the award.
- 4.16 Remedies for Noncompliance.** In addition to any other right or remedy arising under the Agreement or in law or equity, County may impose additional special conditions or take additional measures if Contractor fails to comply with any federal law, regulation, or the terms and conditions of this Agreement, fails to meet expected performance goals, or when such measures are otherwise required to comply with federal law and grant funding. Conditions and measures may include:

- 4.16.1** Withholding cash payments pending correction of the deficiency;
- 4.16.2** Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- 4.16.3** Disallowing all or part of the cost of the activity or action not in compliance;
- 4.16.4** Requiring additional or more frequent project status reporting;
- 4.16.5** Requiring additional, more detailed financial reports;
- 4.16.6** Requiring additional project monitoring;
- 4.16.7** Requiring Contractor to obtain technical or management assistance;
- 4.16.8** Establishing additional prior approvals; and
- 4.16.9** Wholly or partly suspending or terminating the award.

Federal Award Identification Details and Other Requirements	
Federal Assistance Listing Title	Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Federal Assistance Listing Number	21.027
Award Name	County of Sonoma
Federal Agency	United States Department of the Treasury
Federal Award Identification Number (FAIN)	SLFRP0246
Pass-through Entity & Contact	County of Sonoma (awarding official contact: as designated in the Agreement)
Federal Award Date	May 11, 2021
Indirect cost rate	Unless otherwise stated in the Agreement and/or Contractor has a different federally-approved rate, Contractor must use the de-minimis rate of 10% for all allowed indirect costs.
R&D	This Agreement is not for and no funds shall be used for experimental, research, or development (R&D) purposes, within the meaning of 37 CFR Part 401.

**5. RECORDS**

**5.1** Contractor shall keep and maintain full, complete, and accurate program, client, statistical, financial, and other supporting records pertaining to all services and payments, expenditures or distributions, and/or assistance under this Agreement, as required by applicable laws and regulations and consistent with sound, best, and generally-accepted accounting and grant management principles and practices. Contractor shall provide County, Treasury’s Office of Inspector General, the Comptroller General of the United States, and the Government Accountability Office, and any of their authorized representatives, access to and the right to examine and copy, all such books, documents, papers, records, accounts, and other documents and sources of information (electronic and otherwise), and shall permit access to facilities, personnel, and other

individuals and information as may be necessary or as required by federal regulations and other applicable laws or program guidance, for the purposes of making audits, examinations, investigations, excerpts, and transcriptions pertinent to this Agreement and as may be needed for County to meet its ARPA and federal requirements. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, and to provide access to construction or other work sites relating to any Agreement work.

- 5.2** Contractor agrees to maintain all records that are pertinent to this Agreement, including financial, statistical, property, and participant books, records, accounts, reports, and supporting documentation, for a period of not less than five years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date all projects, programs, and closeouts (including return of any remaining funding) are completed, except that in the event of audit, litigation, or settlement of claims arising from this Agreement, in which case, Contractor shall maintain same until the County, Treasury, or the Comptroller General (or any of their authorized representatives), have disposed of all such litigation, appeals, claims, or exceptions related thereto. Contractor shall grant County the option of retention of the records, books, papers, and documents in unalterable, electronic form if Contractor elects to dispose of said documents following the mandatory retention period.

## **6. DEBARMENT AND SUSPENSION**

- 6.1** This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000, and is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19. As such, Contractor is required to verify that none of Contractor's principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Covered transactions shall not be entered into with excluded or disqualified persons or with parties listed on the Government's Excluded Parties List System in the System for Award Management (SAM).
- 6.2** Contractor must comply with 2 CFR Part 180, subpart C, 2 CFR Part 3000, subpart C, and Treasury's implementing regulation at 31 CFR Part 19, and shall include 1. a term or condition that the funding is subject to, and 2. a requirement to comply with these regulations, in any lower tier covered transaction it enters into.
- 6.3** Contractor represents, warrants, and certifies that it, and its principals, is and are not debarred, suspended, or otherwise excluded from or disqualified or ineligible for participation in Federal assistance programs or activities, including under Executive Order 12549, "Debarment and Suspension" or Executive Order 12689, and that it (and each of its principals) is not on the Excluded Parties List System in the System for Award Management (SAM) or on any comparable list of precluded persons, entities, or facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under

executive Order 12549 or any federal regulation, including 2 CFR Part 180. Unless exempt, Contractor must maintain current information in the SAM, consistent with 2 CFR Part 25.

- 6.4** This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- 6.5** The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 6.6** Contractor agrees to the provisions of Exhibit E-1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Exhibit E-1, Contractor is the “prospective lower tier participant.”

**7. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** (all construction contracts meeting the definition of “federally assisted construction contract” under 41 CFR 60- 1.3)

Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60-1.4 is hereby incorporated by reference.

During the performance of this Agreement, the contractor agrees as follows:

- 7.1** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 7.2** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- 7.3** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 7.4** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 7.5** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 7.6** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7.7** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7.8** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- 8. CONTRACT WORK HOURS AND SAFETY STANDARDS** (all contracts in excess of \$100,000 that involve the employment of mechanics, laborers (including watchmen and guards) (as defined by federal law and regulation), or construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

Contractor and all subcontractors shall comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701 through 3708 (including sections 3702 and 3704), as supplemented by Department of Labor regulations at 29 CFR Part 5, which are incorporated hereto. Contractor and all subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is subject to conditions, as stated

in the Act and regulations. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

**Compliance with the Contract Work Hours and Safety Standards Act.** In accordance with 29 CFR sections 5.5(d) and 5.5(e), all required contract clauses, appropriate wage determinations, and other provisions under 29 CFR Part 5 are hereby incorporated by reference and apply as a matter of law. Accordingly, references in this Article 8 are to the following subsections in conformance with the sections and subsections of 29 CFR Section 5.5.

**29 CFR 5.5(b):**

- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).
- (3) **Withholding for unpaid wages and liquidated damages-**
  - (i) **Withholding process.** The County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards

Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

- (ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
  - (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (B) A contracting agency for its procurement costs;
  - (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - (D) A contractor's assignee(s);
  - (E) A contractor's successor(s); or
  - (F) A claim asserted under the Prompt Payment Act, 31 USC 3901-3907.
- (4) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
  - (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR Part 5;
  - (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR Part 5;
  - (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR Part 5; or
  - (iv) Informing any other person about their rights under CWHSSA or 29 CFR Part 5.
- (5) **Required records.** Unless specified otherwise herein, Contractor and all subcontractors must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of at least 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the records to be maintained under this paragraph must be made available by the contractor and subcontractors for inspection, copying, or transcription by authorized representatives of County, Treasury, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- (6) **Subcontracts.** The contractor (and all subcontractors) shall insert in any subcontracts the clauses set forth in paragraphs (1) through (6) of this section, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in these paragraphs (1) through (6). In the event of any

violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**29 CFR 5.5(a):**

**(1) Minimum wages.**

(i) **Wage rates and fringe benefits.** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section (i.e., 29 CFR 5.5), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) **Frequently recurring classifications.**

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to 29 CFR § 1.3(f), wage and fringe benefit rates for

classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

**(iii) Conformance.**

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized

representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## (2) **Withholding** —

(i) **Withholding requirements.** The County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a

contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the County may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(3) **Records and certified payrolls —**

(i) **Basic record requirements —**

- (A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is

financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

**(D) Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

**(ii) Certified payroll requirements —**

**(A) Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to Treasury if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to Treasury. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

**(B) Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

**(C) Statement of Compliance.** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

- (1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;
  - (2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(C) of this section.
- (E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- (G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- (iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- (iv) **Required disclosures and access —**
- (A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that County, Treasury, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR § 5.1, available for inspection, copying, or transcription by authorized representatives of County, Treasury or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- (B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during

working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to Treasury if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to Treasury, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) **Apprentices and equal employment opportunity —**

(i) **Apprentices —**

(A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does

- not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- (C) **Apprenticeship ratio.** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- (ii) **Equal employment opportunity.** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as County or the Government may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.
- (7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

- (8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of eligibility.**
- (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR § 5.12(a).
  - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR § 5.12(a).
  - (iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.
- (11) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
  - (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
  - (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
  - (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

## **9. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

**9.1** Contractor agrees that County and Government do reserve, are granted, and shall otherwise have, jointly and severally, a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal purposes:

**9.1.1** The copyright in any work developed with the assistance of funds provided under this Agreement;

**9.1.2** Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

**9.2** Contractor grants to County and Government, jointly and severally, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the Contractor will deliver to the County data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement, in formats acceptable by the County.

**10. RIGHTS TO INVENTIONS** (contracts meeting the definition of “funding agreements” (see 37 CFR Part 401) for experimental, research, or development projects)

\*NOT APPLICABLE\*

**11. CLEAN AIR AND WATER POLLUTION REQUIREMENTS** (all contracts and subcontracts in excess of \$150,000)

**11.1** Clean Air Act

**11.1.1** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. (42 USC 7401-7671q).

**11.1.2** Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Treasury, and the appropriate Environmental Protection Agency Regional Office.

**11.1.3** Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with funds under this Agreement.

**11.2** Federal Water Pollution Control Act

**11.2.1** Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. (33 USC 1251-1388).

**11.2.2** Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of California (if applicable), Treasury, and the appropriate Environmental Protection Agency Regional Office.

**11.2.3** Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with funds under this Agreement.

**12. TERMINATION FOR CONVENIENCE OF COUNTY** (all contracts in excess of \$10,000)

See Article 4 of the Agreement.

**13. TERMINATION FOR CAUSE/DEFAULT** (all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement.

See Article 4 of the Agreement.

**14. CHANGES**

See Article 8 of the Agreement.

**15. LOBBYING (Byrd Anti-Lobbying Amendment, 31 USC 1352 (as amended))** (all contracts and subcontracts in excess of \$100,000)

**15.1** Contractor, and each tier to the tier above, certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with the making or obtaining of any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

**15.2** Contractor shall file the required certification, Exhibit [X]-2, *Certification Regarding Lobbying*, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of \$100,000.

**16. AFFIRMATIVE SOCIOECONOMIC STEPS (MBE / WBE)**

If subcontracts are to be let, Contractor, as prime contractor, is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**17. PROCUREMENT OF RECOVERED MATERIALS**

**17.1** Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the

highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**17.2** In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## **18. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

(a) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds under this Agreement to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
  - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
  - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:
    - i. Are not used as a substantial or essential component of any system; and
    - ii. Are not used as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Contractor is notified of such by a subcontractor at any tier or by any other source, Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

## 19. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

## **21. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT** (only prime construction, repair, or alteration contracts in excess of \$2,000 if required by federal funding program)

a. Compliance with the Davis –Bacon Act:

\*NOT APPLICABLE\*

b. Compliance with the Copeland “Anti-Kickback” Act (required for all construction contracts over \$2,000):

- (1) Contractor. The contractor (and all subcontractors) is expressly bound and shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Contractor and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**22. BONDS** (all construction or facility improvement contracts, or any subcontracts thereof, exceeding \$250,000)

Unless otherwise excepted in writing by County, Contractor shall obtain and maintain bonds as follows:

- 22.1** A performance bond for 100 percent of the Agreement price, and
- 22.2** A payment bond for 100 percent of the Agreement price.

## **Exhibit I: ARPA Data System Requirements**

*Effective date: 01/01/2024*

### **A. Background**

The Upstream Investments team of the Planning Research Evaluation and Engagement (PREE) Unit of the Human Services Department (HSD) of the County of Sonoma administers the Shared Outcomes Measurement System (SOMS) using the cloud-based software system called Apricot and the community-facing dashboard called Clear Impact. These tools track prevention and early intervention programs implemented by multi-disciplinary teams in Sonoma County.

The Upstream Investments Policy Initiative represents a collaboration of a wide range of community partners (cross-sector community-based agencies and County departments) working to track our collective impact across several well-being indicators.

SOMS helps Upstream to implement an Anti-Racist Results-Based Accountability Framework<sup>3</sup> (AR RBA) that uses performance measure data to determine how many people we serve, how well we do it, and whether or not anyone is better off. The system uses dashboards and reports to make it easier to use data for decision making.

Contractor will be responsible for collecting performance measure data in SOMS. This is a large system hosting data for many sites and multi-partner efforts.

Therefore, the following governance principles are expressed here to ensure the efficiency and security of the system.

### **B. Shared Data Responsibilities for Contractor**

Contractor will use SOMS to track case management and/or other results-based accountability performance measures that may be at the aggregate level.

Contractor responsibilities when providing case management or services to individuals include:

1. Collecting consent forms that explicitly state the client's permission to share information for the purposes of case coordination and program improvement with HSD, the Sonoma County Office of Equity, and Contractor. Consent forms will also note that individual data may be aggregated into group data (that won't be personally identifiable) for use in public reports.
2. Inputting required forms and notes into SOMS, including demographic data collection and social determinants of health screening data.

---

<sup>3</sup> RBA is a data-driven methodology or approach to understanding and addressing social problems. RBA emphasizes the importance of starting with the ends (i.e. the results or outcomes) and working backwards towards the means. RBA refers to results and indicators when measuring impact at a population level, and focuses on performance measures when measuring the impact of an organization or program. With Anti-Racist Results-Based Accountability, we intentionally center racial equity, assessing the impact of our actions on Black, Indigenous and other communities of color, and working backwards towards identifying and implementing solutions that address the root causes of inequities to create better outcomes that are felt and experienced in these communities.

3. Sending case managers and supervisors who will use SOMS to participate in user trainings (a minimum of one representative must attend the user trainings).
4. Providing suggestions for customization of the data collection to HSD's Upstream Investments Team and consultants.
5. Coordinating with HSD's Upstream Investments Team for technical assistance requests.
6. Participating in AR RBA trainings offered through Upstream Investments and Office of Equity.
7. Participating in "Turn the Curve" sessions where HSD's Upstream Investments Team and Office of Equity staff review performance measure data and discuss changes if needed based on program progress.

Contractor responsibilities for reporting on aggregate level data include:

1. Entering aggregate data periodically (frequency to be determined as monthly or quarterly) into SOMS.
2. Coordinating with HSD's Upstream Investments Team for technical assistance requests.
3. Participating in AR RBA trainings offered through Upstream Investments, and Office of Equity.
4. Participating in "Turn the Curve" sessions where HSD's Upstream Investments Team and Office of Equity staff review performance measure data discuss changes if needed based on program progress.

C. Shared Outcome Measurement System Access Requirements for Apricot Software:

1. Both parties agree to require all persons under their control, who have access to the information in SOMS, to comply with the provisions of Section 10850 of the Welfare and Institutions (W&I) Code, Section 827 of the W&I Code and Division 19 of California Department of Social Services Manual of Policy and Procedures.
2. Access to SOMS shall only be allowed for designated staff who work with ARPA-eligible beneficiaries and only for the purpose described in this Agreement. Access to SOMS shall only be allowed for Contractor and/or Subcontractor staff that have signed and submitted a Security & Confidentiality Agreement. This Agreement must be received by HSD's Upstream Investments Team prior to the issuance of a secure user name and password.
3. Contractor will provide written notification to HSD's Upstream Investments Team of any employee change that relates to this Agreement, including termination of access due to leave, job change or other reason, within two (2) business days of the change.
  - a. When access for an employee is either requested or terminated, an updated roster of all Contractor employees with access to SOMS shall be submitted along with the written notification of the employee change.

b. All notices to HSD regarding SOMS shall be made in writing via e-mail to [ARPA@sonoma-county.org](mailto:ARPA@sonoma-county.org).

4. Contractor shall ensure that staff will only access client information related to the scope of work described in this Agreement.

#### D. Shared Data Ethics and Privacy Policies

HSD's Upstream Investments Team is responsible for extending these ethics and privacy policies to all Apricot Software system users:

##### 1. User ID Protection

- a. Access to the Apricot Software system is controlled by means of role-based authentication/access. Additionally, access to data files are restricted to specific project staff and access by non-project staff is not permitted. Access privileges are determined by HSD's Upstream Team and the Office of Equity.
- b. Users of SOMS are authenticated by means of passwords or digital ID. These are not to be shared as each ID is connected to an approved individual. Contractor will inform staff of confidentiality requirements and responsibilities related to accessing data as included in the primary agreement.
- c. There is an audit trail within SOMS that documents who, when, and for what purpose data is accessed.

##### 2. Release of Information

- a. All Community Resilience Grant participants and/or families sign authorizations for release of information and records complying with all applicable state and federal privacy laws explaining the use of participant data.
- b. Any release of information form should make clear to participants that their data is tracked by [Agency] in a system managed by HSD's Upstream Investments Team, customized by Sidekick Solutions, operated by Social Solutions, and accessed by the Office of Equity.

##### 3. Destruction of Data

- a. The original copy of the data (which may be shared on a physical device such as a flash drive) or any hard copy printout of the data must be stored in a locked drawer or file cabinet while not being referenced by evaluators, case managers or other appropriate staff. Printed information that is no longer needed will be destroyed. Printouts of data are not to be distributed to anyone outside of project personnel.
- b. All records will be destroyed when the information is no longer needed for the purposes of this Project.

#### E. Data or Security Breach

##### 1. To prevent security breaches:

- a. All system users sign a confidentiality agreement and participate in a cyber security training annually.

- b. All participating organizations must have organizational or institutional penalties for the misuse of confidential data and breach of confidentiality by staff. These must be available in writing and enforced.
  - Specific sanctions/penalties for confidentiality violation can be imposed that include employee disciplinary action by the organization and any of the following by HSD: remedial training in confidentiality, loss of certification of competency in confidentiality, and/or prohibition from future work with confidential data at the institution.
2. Any security, data breach, loss or theft gets reported to [ARPA@sonoma-county.org](mailto:ARPA@sonoma-county.org) and 707-565-5867 option #1. The process for addressing the incident includes:
  - a. HSD IT Helpdesk will formally log the call;
  - b. HSD IT will contact and notify interested parties (State, Fed, County, Upstream Executive Management, etc.) along with Upstream-IT Management; and
  - c. HSD-IT Management will review incident and implement a remediation plan.

Please also notify [Privacy&Security@sonoma-county.org](mailto:Privacy&Security@sonoma-county.org) and adhere to all requirements in Article 9.13, Information Security, in the body of this Agreement.

Except as expressly modified in this Amendment, the terms and conditions of Agreement Number PREE-CTE-ARPA-2224 shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be fully executed by their authorized representatives.


This Amendment shall be effective on and as of the date of the last signature.

CONTRACTOR

COUNTY OF SONOMA

Career Technical Education Foundation Sonoma  
County

By:   
Name: Kathy Goodacre  
Title: Chief Executive Officer  
Date: 2/5/2024

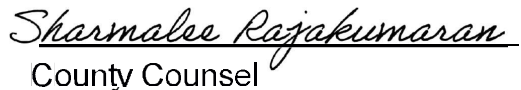
By:   
Name: Angela Struckmann  
Title: Director, Human Services  
Department  
Date: 2/27/2024

APPROVED AS TO SUBSTANCE FOR  
COUNTY

By:   
Name: Lynn Peralta Title:  
Assistant Director

EXEMPT FROM COUNTY COUNSEL  
REVIEW

APPROVED AS TO FORM FOR COUNTY

By:   
County Counsel

CERTIFICATES OF INSURANCE ON FILE  
WITH COUNTY

INSURANCE REQUIREMENT CHANGES  
APPROVED OR WAIVED BY RISK  
MANAGEMENT

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



Exhibit   K   Waiver of Insurance Requirements

This Exhibit modifies the insurance requirements as specified in Exhibit   C  

Department   Human Services   Department Contact   Jake Harpin   Phone   x6518    
Contractor, Consultant, Vendor, Licensee, Tenant   Career Technical Education Foundation    
Contact Person   Debbie Schoemaker   Phone   707-708-7080    
Contract Term   7/1/22-12/31/24   Contract Cost   \$1,100,210   Template #             
Was there an RFP/RFQ or other competitive process for this agreement? Yes  No   
If yes, was an exception to the Insurance Requirements noted in the Vendor’s proposal? Yes  No

- ♦ If only Section I waivers are required, submit to your Department Head or designee for signature. Do not submit to Risk.
- ♦ If only Section II waivers, or a combination of Section I and II waivers, are required, submit to Risk.

**Section I - Department Waivers – (Must be designated “Department Waiver” in the Template Assistant)**

***Requirement to be Waived and Reason***

- Workers Compensation: Waive Subrogation Waiver.
- General Liability: Waive General Aggregate per location or per project; General Aggregate is at least double the Occurrence Limit.
- General Liability: Waive requirement for Subrogation Waiver because insurer will not provide the coverage.
- General Liability (Suppliers of Products): Waive “Additional Insured – Vendors”. County does not distribute the product to the public.
- General Liability (Special Events): Waive Products/Completed Operations Coverage. Licensee will not sell or distribute food or other tangible items at the event.
- General Liability (Instructors/Trainers): Waive General Liability. Training does not involve the use of hazardous equipment, participation in physical activity, or medical training.
- General Liability (Therapists, Counselors, Social Workers and Psychologists): Waive General Liability. All services are provided in the consultant’s office or on County premises and acceptable evidence of professional liability insurance has been provided.
- Auto Liability: Waive coverage and/or limits. Consultant or Contractor does no driving on behalf of the County or the driving is limited to attendance at meetings at County/Entity facilities.
- Auto Liability (Suppliers of Products): Waive coverage because vendor’s goods are delivered by common carrier or contract carrier.
- Property Insurance (Long Term Tenants): Waive Property Insurance requirement. Tenant has not made improvements to the property or the current construction cost of the improvements is less than \$25,000.
- Mold Liability: Landlord cannot obtain the insurance.
- Standards for Insurance Companies: Waive A.M. Best’s rating requirement.

Approved by Department Head, Department Designee or Risk Management \_\_\_\_\_

Date \_\_\_\_\_

**Section II - Risk Management Waivers**

***Submit to Risk with the agreement including the Scope of Work.***

**General Liability Waivers**

- Waive requirement for coverage

Reason:

---

- Waive requirement for additional insured endorsement

Reason:

---

- Waive primary & non-contributory language (if evidence is required)

Reason:

---

**Auto Liability Waivers**

- Accept lower limits

Reason:

---

- Waive hired & non-owned auto liability

Reason:

---

**Workers Compensation Waivers**

- Waive requirement for subrogation waiver endorsement (if required)

Reason:

---

**Professional Liability Waivers**

- Waive requirement for coverage

Reason:

---

- Accept lower limits

Reason:

---

**Pollution Liability Waivers**

- Waive requirement for coverage

Reason:

---

- Accept lower limits

Reason:

---

- Waive requirement for additional insured endorsement

Reason:

---

**Other Waivers**

\* Describe: Accept lower Cyber Liability Limits

Reason: Has Cyber coverage under GL. Requesting RM review of coverage to determine if it is sufficient prior to pursuing purchase of more coverage.



Approved by Risk Management

2/27/24

Date





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 Rosa Buck, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

x [ ] Independent Contractor/Business/Organization\* [ ] Professional Services\*\* [ ] Partnership\*\*\*

\* Any person, business, or organization that will be providing non-professional services to the District

\*\* Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.

\*\*\* Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01 - 0500 - 0 - 1140 - 1000 - 5800 - 234 - L125 Goal 2, Act 2

Funding Category: [ ] Base X [ ] Supplemental [ ] Concentration [ ] Restricted: [ ] Other:

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

Contract is: X [ ] New [ ] Renewal [ ] Addendum [ ] Amendment

Number of Individuals Served: 40

Approved at Site by\*: Sarah J. O'Connor, Ed.D. Date: 3/21/24

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: [Signature] Date:

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Brooke Wilcox Phone #: (707) 890-3865
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 4/2/24 Proposed Contract End Date: 4/2/25

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: Fiscal Services Authorizer Date: LAST REVISED ON 4-17-23

1. Services.

(a) DISTRICT's Responsibilities and Duties:

SRMS/ District agrees to hire James Dory of "Rosa Bucks" Dance Co. for after school dance classes every other Tuesday, from 2:30 - 3:30. Start date 3/12/24 through the remainder of this school year.

Provide sign up sheet with students names prior to class.

Pay James Dory \$150.00 per session, payment at the end of the month or after 2 full dance sessions depending on dates of classes and holidays.

Provide a sound system with a mic and an indoor space for the class. (Cafeteria)

(b) CONTRACTOR's Responsibilities and Duties:

Teach Hip Hop, freestyle dance, and choreography to SRMS students, every other Tuesday, starting 3/12/24 from 2:30-3:30.

Employee understands that this is a temporary position and future classes will be based on students signing up for classes.

Employee agrees to abide by all school rules and policies.

Employee agrees to give advance notice if unable to teach a class due to illness or other unforeseen circumstances.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on March 12, 2024, and will continue through May 21, 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 Nine Hundred Dollars (\$ 900 ). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

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

- Track student progress
  - Student engagement - number of students per session
  - Customer/Student satisfaction - Evaluation process
  - End of year dance performance at lunch

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>x</b>	<b>Priority 2- Whole Person Focus</b>
	<b>Priority 3- High Quality Staff</b>
	<b>Priority 4- Teaching and Learning Environment and Resources</b>
	<b>Priority 5- Equity and Excellence</b>
<b>x</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@sres.k12.ca.us](mailto:mmartin@sres.k12.ca.us)

**CONTRACTOR:**

Name: James Renel Dory

Street: 8564 Cypress Ave

City/State/Zip: Cottati, CA, 94931

Phone: 7073939200

Email: Jamesdory92@gmail.com

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

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

23. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT.

CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

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

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

THIS CONTRACT IS ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

**DISTRICT**

Signature: \_\_\_\_\_


Lisa August

Associate Superintendent

[shoyos@srcs.k12.ca.us](mailto:shoyos@srcs.k12.ca.us)

707-890-3800 x80201

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature: \_\_\_\_\_ 

Print Name: \_\_\_\_\_ James Renel Dory

Title: \_\_\_\_\_ Dance Teacher

Email: \_\_\_\_\_ Jamesdory92@gmail.com

Phone: \_\_\_\_\_ 7073899200



**LICENSE AGREEMENT FOR INTERIM USE OF  
THE SONOMA COUNTY FAIR & EXPOSITION, INC.**  
*1350 Bennett Valley Road, Santa Rosa, CA 95404*  
*Telephone (707) 545-4200 Fax (707) 573-9342*

Date: **March 22, 2024**

Contract: **#24-IE-095**

**1. PARTIES**

This License Agreement (hereafter "LICENSE") is by and between the **Sonoma County Fair & Exposition, Inc.** (hereafter "FAIR"), and **SANTA ROSA CITY SCHOOLS** (hereafter "LICENSEE"), represented herein by **LISA AUGUST**, a duly Authorized Representative.

**2. DATES**

Subject to all terms and conditions herein, FAIR authorizes LICENSEE's use of the Rented Facilities (as described in Section 3) during the following dates and times for the purposes described in Section 4:

**START Date- END Date**

(Set up: 4/4/24 Event: 4/4/24 Take Down: 4/4/24)

Event Hours: 9AM-12:30PM

LICENSEE agrees that the granting of this LICENSE shall not entitle LICENSEE to any future right to use FAIR's facilities, except as this LICENSE provides LICENSEE with the following right of first refusal. Provided LICENSEE provides timely notice to FAIR as further specified herein, LICENSEE may exercise a first right of refusal as to the same Event day(s) during the following calendar year. If LICENSEE chooses to exercise this option, LICENSEE must notify the FAIR within thirty (30) days after the end of LICENSEE's Event, and a pay the date deposit required by FAIR. If LICENSEE fails to notify the FAIR within the thirty (30) days post-Event, this right of first refusal shall expire without further obligation by the FAIR.

**3. FACILITIES**

FAIR grants to LICENSEE the right to use the space(s) described below, hereafter "Rented Facilities," subject to the terms and conditions of this LICENSE:

**HALL OF FLOWERS**

This LICENSE does not constitute a lease, but constitutes a mere license to LICENSEE and is limited to those premise(s) described above. If access routes are not specifically described herein, LICENSEE shall be entitled to use only those access routes or routes designated by FAIR management. LICENSEE shall have no right or privilege in any respect whatsoever to use any other part of the premise(s) of the FAIR for any purpose whatsoever. FAIR shall be permitted to enter and inspect the licensed premise(s) at any and all times without notice to LICENSEE.

#### **4. PURPOSE**

The use of the Rented Facilities shall be limited to, and shall be for no other purpose, than as follows. If LICENSEE changes or departs from the stated, agreed upon purpose, without prior written consent from FAIR, FAIR may terminate this LICENSE immediately:

#### **8<sup>TH</sup> GRADE CAREER DAY**

The above-described uses of the Rented Facilities are hereinafter referred to as the "Event."

In the event of a conflict between the body of this Agreement and the Service Order (Exhibit B), the provisions of the Service Order shall control.

#### **5. FEES**

For the rights and privileges hereby granted, LICENSEE agrees to pay to FAIR the amount(s) set forth below:

**A. Security Deposit: \$300.00**

LICENSEE shall pay the above-described Security Deposit to the FAIR upon execution of this LICENSE, which amount shall serve as security for the full and faithful performance by LICENSEE of all of LICENSEE's obligations hereunder. Such deposit shall not accrue interest for LICENSEE. In the Event of a default by LICENSEE, FAIR may apply such deposit toward the cure of such default without notice to LICENSEE. The balance of the Deposit, if any, shall be returned to LICENSEE within thirty (30) days following LICENSEE's vacation of the Rented Facilities.

**B. Facility Rental Fee: \$1,575.00 ("Base Facility Rental Fee")**

LICENSEE hereby agrees to pay FAIR as the Facility Rental Fee an amount equal to \$1,575.00 ("Base Facility Rental Fee"). Except as this paragraph specifically provides, the Facility Rental Fee is the amount due to the FAIR for the use of the facility only. It does not include fees for any services or equipment, which will be charged separately as Service Fees and Equipment Rental Fees.

Notwithstanding the foregoing, the Facility Rental Fee does include five (5) tables and fifty (50) chairs with each rented building, basic janitorial service for the Rented Facilities (i.e. cleaning the bathrooms and general building cleanliness), normal utilities, normal maintenance, and limited on-grounds parking accommodations.

### **C. Additional Service Fees & Equipment Rental Fees**

Additional services and equipment rental services are available for the prices described in Exhibit A, attached hereto and incorporated as though fully set forth herein. LICENSEE agrees to pay all additional service fees and equipment rental fees in addition to the Facility Rental Fee. Services must be ordered by LICENSEE no less than sixty (60) days prior to the Event, and equipment rental must be ordered no less than fourteen (14) days prior to the Event.

### **D. Reconciliation of Estimated Fees and Fee Payment Schedule**

The Service Order Confirmation, attached hereto as Exhibit B and incorporated as though fully set forth herein, sets forth (i) the Base Facility Rental Fee, (ii) the estimated additional service fees associated with the Event, and (iii) the estimated equipment rental fees associated with the Event. Items (i), (ii), and (iii) of the preceding sentence shall be collectively referred to hereafter as the "Estimated Fees."

One half (½) of the Estimated Fees are due no later than sixty (60) days before the Event start date. LICENSEE shall pay the balance in full of all Estimated Fees no later than thirty (30) days prior to the Event start date. If all fees are not paid in accordance with this schedule, FAIR may cancel the Event at its sole discretion and collect from sums already paid all direct and consequential damages to FAIR resulting from LICENSEE's failure to comply with this LICENSE, without prejudice to FAIR's right to pursue any and all remedies available at law.

If LICENSEE accrues any additional service fees, equipment rental fees or pass-through charges after payment of all Estimated Fees, such charges shall be deducted from the Security Deposit. Similarly, if the Facility Rental Fee is 10% of the Gross Admission Revenues (rather than the lesser Base Facility Rental Fee), such charges shall be deducted from the Security Deposit. If the Security Deposit is insufficient to compensate FAIR for the full balance owed, the LICENSEE shall pay the excess within fifteen (15) days of receipt of a statement from FAIR.

### **E. Exclusions**

Services and equipment not specifically included as part of the Facility Rental Fee, or which are not ordered as additional services or additional equipment pursuant to Section 5C, are excluded. Services that are not available from FAIR include, but are not limited to lighting beyond the facility's current lighting system, sound, ticket sales, ticket taking, and box office services.

**F. Late Fees**

With respect to any balance not paid in full by the due date established by this LICENSE, LICENSEE shall pay a finance charge of 5% per month, payable from the date the amount became due until paid, or such lesser amount as may be the maximum amount permitted by law. In addition, LICENSEE shall indemnify FAIR for its costs, including reasonable attorney's fees, incurred to collect any unpaid amount.

**G. Cancellation**

If LICENSEE cancels the Event, FAIR will determine any refund due pursuant to this paragraph in its sole discretion. Should LICENSEE cancel the event for any reason, Fair may retain the Security Deposit in addition to the sums described below. Refunds will be made according to the following criteria: (a) cancellation at least ninety (90) days prior to Event will result in a refund of seventy five (75%) percent of the Estimated Fees actually paid by LICENSEE; (b) cancellation made at least sixty (60) days prior to Event will result in a refund of fifty (50%) percent of the Estimated Fees actually paid by LICENSEE; (c) cancellation made at least thirty (30) days prior to Event will result in a refund of twenty five (25%) percent of the Estimated Fees actually paid by LICENSEE; (d) NO refunds will be issued if Event is cancelled less than thirty (30) days prior to Event. LICENSEE and FAIR agree that because of the nature of this LICENSE, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by FAIR because of LICENSEE's cancellation of the Event. LICENSEE and FAIR agree that the amounts retained by FAIR pursuant to this paragraph shall serve as liquidated damages to FAIR and shall be presumed to be the amount of such damages actually sustained by FAIR by virtue of LICENSEE's cancellation.

If LICENSEE cancels two (2) Events within the same calendar year (January 1-December 31), any existing dates booked in the same calendar year may be vacated by FAIR without a refund of deposits.

**6. FAIR'S RESERVED RIGHTS**

**A. Janitorial**

FAIR reserves the right to determine the necessary minimum janitorial services based upon the nature of the Event and anticipated attendance. Basic janitorial service for the designated Premise(s) (i.e. cleaning the bathrooms and general building cleanliness) are included in the Facility Rental Fee. Any additional janitorial service needs will be charged at the current service rates. Dumpsters are not included in the Facility Rental Rate and if the Event requires a dumpster, LICENSEE is responsible for contacting the FAIR garbage service provider to schedule delivery, set up, and account for billing. FAIR will provide current contact information for FAIR garbage service provider upon request from LICENSEE.

## **B. Security**

Security may be required for the Event, and will be arranged by the FAIR at LICENSEE's expense. The FAIR has preferred security partners that will be used. The use of outside security services is not permitted. The number of security guards is at the discretion of the FAIR management and will be based on the Event type, hours and estimated attendance. LICENSEE may order additional security if so desired.

## **C. Law Enforcement**

FAIR reserves the right to require law enforcement services for any Event. FAIR reserves the right to determine the number of law enforcement officers required for the Event. Law Enforcement is provided by the Santa Rosa Police Department ("SRPD") (707-543-351) and LICENSEE will have to contract directly with SRPD at least thirty (30) days before the Event. Officers are approximately \$92.16/hour and Sergeants are approximately \$114.34/hour.

## **D. Parking**

FAIR reserves the right to charge a public parking fee for any Events on the premise. Parking fees are set at the discretion of FAIR and can be changed with a thirty (30) day notice to LICENSEE. FAIR will manage and maintain all revenues generated from public parking. Parking inside the fairgrounds is limited and as the discretion of FAIR management. Vehicles are prohibited from parking in fire lanes and driving on walkways not designated for vehicular traffic. All roadways must remain open at all times.

## **E. Food & Non-Alcoholic Beverage**

All food and nonalcoholic beverage service will be provided through the FAIR for public Events. FAIR management reserves the right to establish the location for concession services within each Event. LICENSEE must make arrangements with FAIR for food and nonalcoholic beverage service a minimum of ninety (90) days prior to the Event and must indicate the hours of operation and estimated number of attendees. FAIR reserves the right to specify the location where food and beverages are to be provided. LICENSEE may request a quote for a food buyout, if LICENSEE wishes to provide all food and nonalcoholic beverage service. For private Events, LICENSEE will be allowed to provide its own food and nonalcoholic beverage service. For private Events in Saralee Barn, LICENSEE must use the FAIR's preferred caterer.

## **F. Alcohol Concessions**

Oak View Group, FAIR's contracted on-site alcohol concessionaire, retains the exclusive right to provide all alcohol services for Events. FAIR may specify the location where alcohol is to be provided and/or sold by Oak View Group. An alcohol buyout will only be permitted for non-profit Events, and is at the discretion of FAIR and Oak View Group.

## **G. Event Permits & Fire Equipment**

LICENSEE is responsible for contacting the City of Santa Rosa Fire department (707-543-3500) to obtain a special Event permit for use of the Rented Facilities for public events. Proof of payment for a permit shall be provided to FAIR at least one (1) week before the Event. LICENSEE is responsible for ensuring all health department requirements are met, that LICENSEE's food caterers, if any, have current propane permits and that all City of Santa Rosa Fire Department rules and regulations are adhered to. Smoke machines and propane are not allowed inside the buildings. Tent permits are required for tents larger than 20'x20'. If LICENSEE does not obtain the proper permits, LICENSEE may be subject to a fine and the Event will not be allowed to occur.

Use or tampering with any fire equipment (i.e. fire hoses, fire alarms and fire extinguishers) is strictly prohibited, except in the case of an emergency. If an attendee at any Event pulls a Fire Alarm, LICENSEE may be responsible for any fees associated with a Fire Department all for a false alarm.

## **H. Internet Services**

Internet Services and WiFi are available for an additional fee. A WiFi BUYOUT for the event is available for a fee (Grace/HOF \$687.50 & Finley/Garrett/Kraft \$406.25) or Individual WiFi Access Fees are \$25 per day/per device (24-hour period); Contact Fair staff for login/password access. If additional telephone, cable, or internet services are required, LICENSEE is responsible for contacting outside providers to schedule service and set up an account for direct billing under their company name and address.

## **I. Cleanliness**

LICENSEE shall conduct its business in a quiet and orderly manner; shall deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by FAIR and shall keep the area within and surrounding the Rented Facilities free from all rubbish and debris. LICENSEE agrees to maintain the Rented Facilities in good condition and to return all Rented Facilities in the same condition as they were before use by LICENSEE, except for ordinary wear and tear. Any Rented Facilities not returned in the same condition as provided may cause LICENSEE to incur additional maintenance, cleaning, and damage charges.

## **7. INSURANCE**

With respect to the LICENSE herein granted, LICENSEE shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C which is attached hereto and incorporated herein by this reference

## **8. TERMINATION**

**A.** If LICENSEE fails to comply with this LICENSE, FAIR may terminate the LICENSE and

deem all payments, including the Deposit and Estimated Fees paid, as non-refundable. Thereafter, FAIR shall have the right to occupy the Rented Facilities in any manner deemed in the best interest of FAIR. Upon termination of this LICENSE by FAIR pursuant to this Section 8A, all of LICENSEE's rights hereunder shall cease. LICENSEE shall immediately vacate the Rented Facilities and FAIR shall have the right to eject LICENSEE and its invitees without liability for damages as a result thereof.

**B.** In addition to the right to terminate this Agreement upon Licensee's default, FAIR may terminate part or all of this LICENSE in the following circumstances:

- a) For any reason, upon thirty (30) days' written notice;
- b) Immediately upon notice to LICENSEE if the County Board of Supervisors, the County Emergency Services Director, County Administrative Officer, the FAIR Manager or any other local, state or federal official determines that the facilities are required for public necessity or emergency use;
- c) Immediately upon notice to LICENSEE if events beyond the reasonable control of the FAIR should occur, including but not limited to (1) acts of God, (2) war, including armed conflict, (3) strikes or labor disputes at the Fairgrounds, (4) disease at Fairgrounds or in the surrounding areas, including the Northern California region (examples of disease: SARS, Legionnaires, Covid-19), (5) government regulation or advisory (including travel advisory warnings), (6) civil disturbance at the Fairgrounds or in the surrounding areas, (7) terrorism or threats of terrorism as substantiated by governmental warnings or advisory notices, (8) natural disaster, flood, fire, or earthquake in Sonoma County causing damage or destruction to the Fairgrounds, (9) unseasonable extreme inclement weather in Sonoma County, (10) shortages or disruption of the electrical power supply causing blackouts or rolling blackouts or loss of other essential utilities at the Fairgrounds, or (11) any other cause reasonably beyond the FAIR's control making the Event commercially impracticable, illegal, or impossible to fully perform under this Agreement as the Parties originally contemplated.

**C.** Neither the FAIR nor the County of Sonoma, nor any of their officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through exercise by FAIR of any of its rights to cancellation pursuant to this Section 8. Upon cancellation by FAIR for any reason described in Section 8B, any deposit made by LICENSEE may be refunded at FAIR's sole discretion.

**D.** LICENSEE hereby acknowledges that this Agreement is subordinate to that certain Agreement by and between FAIR and the County of Sonoma dated as of October 1, 2021. Notwithstanding anything stated to the contrary herein, in the event the County Contract is cancelled or terminated for any reason, before the expiration date of this Agreement, County shall have the right to immediately terminate this Agreement, without any penalty or liability accruing to the County or FAIR.

## **9. COMPLIANCE WITH LAWS**

**A.** LICENSEE, its officers, agents, employees, and invitees shall comply with all rules and regulations prescribed by the FAIR and the County of Sonoma for the use and occupancy of the

facilities, and with all applicable laws, ordinances and regulations adopted or established from time to time, by any governmental agency or department thereof. LICENSEE shall obtain and comply with all permits or licenses required by the laws, ordinances, and rules or regulations mentioned herein.

**B.** LICENSEE agrees to familiarize itself with all of the County's public health orders and guidance as they become available or may be amended by visiting [www.SoCoEmergency.org](http://www.SoCoEmergency.org). LICENSEE assumes all responsibility for compliance with these orders and guidance in connection with the Event.

#### **10. SOUND – N/A**

LICENSEE agrees to comply with the FAIR's Sound Policies and Procedures for Events, attached hereto as Exhibit D. Exhibit D is made a part of this LICENSE as though fully set forth herein.

#### **11. CANNABIS EVENTS – N/A**

LICENSEE agrees to comply with the FAIR's Guidelines for Cannabis Events, attached hereto as Exhibit E and incorporated as though fully set forth herein.

#### **12. ADVERTISING FOR PUBLIC EVENTS**

All signs, posters, flyers, etc. which are posted or distributed in Sonoma County for the purpose of advertising or promoting a show at the Sonoma County Event Center at the Fairgrounds shall be in full compliance with applicable municipal codes and ordinances. A \$250.00 fee per sign will be billed to the LICENSEE for any documented incident of the placement of signs, posters, flyers, etc. which are in violation of local sign ordinances. Ignorance of local sign regulations or reliance on a sign company for placement of promotional material shall not relieve the LICENSEE of responsibility in this matter.

If LICENSEE is hosting an Event open to the public, LICENSEE shall use best efforts to advertise and obtain appropriate sign permits for advertising. LICENSEE shall place specific information about the Event on its website, which must include a link to the Sonoma County Fair Website ([www.sonomacountyfair.com](http://www.sonomacountyfair.com)). LICENSEE shall use Sonoma County Fairgrounds in all media advertisements referencing its Event at the Fairgrounds. LICENSEE shall submit an Event listing request no later than thirty (30) days prior to the Event.

FAIR reserves the right to advertise LICENSEE's Event using FAIR's designs, artwork, logo and/or other symbols, colors, typeface or phrases. LICENSEE shall not have the right to change any components of FAIR's advertising for LICENSEE's Event. LICENSEE further grants to FAIR the non-exclusive, royalty free license to use the trademarks of the LICENSEE for the purpose of the FAIR publicizing or promoting LICENSEE's Event and for any other purpose of FAIR incidental to such purpose.

### **13. HAZARDOUS MATERIALS & STORM WATER POLLUTION PREVENTION PLAN**

**A. Hazardous Materials.** LICENSEE represents, warrants, and agrees that LICENSEE has not, and will not permit any of LICENSEE's employees, volunteers, and/or contractors, to use, generate, store, or dispose of any Hazardous Material (defined herein) in violation of any applicable law, on, under, about, or within the Rented Facilities, provided however, that LICENSEE and LICENSEE 's employees, volunteers, and/or contractors shall be permitted to drive motor vehicles on designated roadways. As used in this Section, "Hazardous Material" shall mean petroleum or any petroleum product, hydrocarbons, asbestos, any substances known to cause cancer and/or reproductive toxicity, and/or any substances, chemical, or waste that is identified as hazardous, toxic, or dangerous in any federal, state, or local law or regulation.

**B. Stormwater.** LICENSEE agrees to manage all activities associated with the Event in accordance with FAIR's Storm Water Pollution Prevention Plan, a copy of which has been made available to LICENSEE. By signing below, LICENSEE acknowledges receipt of the Plan. Without limiting the generality of the foregoing, LICENSEE and its exhibitors are prohibited from dumping buckets of liquid waste water, and may not allow running water into storm drains. Animals may only be washed in wash rack or areas designated by FAIR. Compliance with the FAIR's Storm Water Pollution Prevention Plan is essential to avoid discharges that would violate applicable regulations. FAIR may incur damages, including fines imposed by any regulatory agency, resulting from violation of legal or regulatory requirements where the violations result from LICENSEE's activities. Violations or threatened violations may subject FAIR to fines of up to \$25,000 per day or occurrence and/or other costs or civil liabilities. LICENSEE shall be liable for and shall pay FAIR the amount of any actual losses suffered by FAIR by virtue of LICENSEE's failure to comply with the FAIR's Storm Water Pollution Prevention Plan, in addition to all other remedies provided by this LICENSE.

### **14. NO SMOKING POLICY**

The Sonoma County Fairgrounds is a Non-Smoking Facility. Designated smoking areas may be made available for the Event upon request. The specific locations for designated smoking areas will be determined by FAIR.

### **15. LIABILITY & INDEMNITY**

**A. Liability:** Licensee hereby acknowledges that neither the Fair nor anyone acting for or on behalf of the Fair, has made any representation, warranty or promise to Licensee concerning the physical aspects or condition of any portion or part of the Fairgrounds Property or improvements thereon, the feasibility, desirability or convertibility of the Fairgrounds Property for any particular use, the conditions of the ground surfaces, soil, subsoils, ground water, or surface waters or the presence or absence of any toxic waste or hazardous materials, and that by entering into this License Agreement, Licensee has not relied on any representation, statement or warranty of the Fair, or anyone acting for or on behalf of the Fair, and that all matters concerning the Fairgrounds Property shall be independently verified by Licensee, and

the Licensee shall use the Fairgrounds Property on Licensee's own examination thereof, AND THAT LICENCEE IS USING THE SITE IN "AS IS" PHYSICAL CONDITION AND "AS IS" STATE OF REPAIR. Licensee has had an opportunity to inspect the Fairgrounds Property and hereby expressly assumes the risk of adverse physical conditions existing as of the date of this License Agreement and acknowledge that the full extent thereof may not be revealed by Licensee's inspections, reviews, and studies of the Fairgrounds Property. All risk of loss, damage, injury or liability of any nature whatsoever to Licensee or its property arising in any respect, directly or indirectly, out of its access to or use or occupation of any part of the Fairgrounds Properties pursuant to this Agreement or otherwise, shall be borne by Licensee. Except as otherwise required by applicable law, FAIR does not assume any duty to or for the benefit of LICENSEE or the public for defects in the location, design, installation, maintenance or repair of the Rented Facilities; for any unsafe conditions within the Rented Facilities; or for the failure to inspect for or warn against possibly unsafe conditions within the Rented Facilities or to close the Rented Facilities to access when unsafe conditions may be present.

**B. Waiver of Claims:** LICENSEE, its agents, officers, and other Authorized Representatives hereby waive all rights and claims, claims for compensation, and/or actions and causes of action and damages arising from any and all losses and damages sustained by reason of any defect, deficiency or impairment of the landscaping, electrical, computer systems, plumbing and air conditioning installations, or any part thereof, furnished by FAIR, or by reason of any loss or impairment of lighting, electrical current or water which may occur from any cause, or for any loss or damage sustained resulting from fire, blackout, brown-out, water, wind, civil commotion, riot, labor strikes, or act of God. LICENSEE, its agent, officers, and other authorized representatives, hereby waive all rights and claims, action and causes of action and damages arising from any of the causes aforesaid or in any manner whatsoever.

LICENSEE, having had full opportunity to consult with independent counsel regarding this matter, expressly waives all benefits and rights otherwise available under Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her, must have materially affected his or her settlement with the debtor.

**LICENSEE has read the foregoing waiver and understands that the releases here granted by LICENSEE apply to and include all known and unknown and unexpected claims. LICENSEE intends, by signing this Agreement and Release, to release and assume the risk of unknown claims.**

By: \_\_\_\_\_  
LICENSEE initials

**C. Indemnification:** LICENSEE agrees to accept all responsibility for loss or damage to any person or entity, including FAIR and the County of Sonoma, and to indemnify, hold

harmless, and release FAIR and the County of Sonoma, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including LICENSEE, that arise out of, pertain to, or relate to this LICENSE. LICENSEE agrees to provide a complete defense for any claim or action brought against FAIR and/or the County of Sonoma based upon a claim relating to LICENSEE'S performance or obligations under this Agreement. LICENSEE'S obligations under this LICENSE apply whether or not there is concurrent negligence on the part of the FAIR or the County of Sonoma, but, to the extent required by law, excluding liability due to the FAIR's or County's conduct. FAIR and the County of Sonoma shall have the right to select their own legal counsel at LICENSEE'S expense, subject to LICENSEE'S approval, which shall not be unreasonably withheld. 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 LICENSEE or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

**D. License Limitations:** This LICENSE does not constitute a lease, but constitutes a mere license to LICENSEE and is limited to the Rented Facilities which are expressly and specifically described herein. This LICENSE shall not preclude FAIR from granting additional licenses to other portions of the Fairgrounds property at FAIR's sole and exclusive discretion. All activities of LICENSEE, its agents, employees, representatives, contractors, subcontractors and guests must be confined to the Rented Facilities.

**E. Legal Venue:** Venue for any legal proceedings brought in connection with this LICENSE shall be in Sonoma County. This LICENSE and all documents related thereto shall be governed by and construed in accordance with the laws of the State of California.

**F. Legal Fees:** In the Event of legal action by FAIR against LICENSEE arising out of this LICENSE, LICENSEE agrees to pay all legal costs incurred by FAIR in the prosecution of such action, including the FAIR's reasonable attorney fees.

## 16. TAXES

LICENSEE agrees to file federal and state tax returns and pay all applicable taxes on amounts received or paid pursuant to this LICENSE. LICENSEE shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. LICENSEE agrees to indemnify and hold FAIR and the County of Sonoma harmless from any liability which it may incur to the United States or to the State of California as a consequence of LICENSEE's failure to pay, when due, all such taxes and obligations. In case FAIR is audited for compliance regarding any withholding or other applicable taxes, LICENSEE agrees to furnish County with proof of payment of taxes on these earnings.

LICENSEE agrees to obtain a sales tax permit from the State Board of Equalization and will be responsible for payment of taxes levied on any such interest. LICENSEE agrees that the purpose for the use of the Rented Facilities must comply with applicable City, County and State rules, regulations, laws and ordinances.

LICENSEE recognizes and understands that this LICENSE may create a possessory interest subject to payment of taxation, and LICENSEE may be subject to payment of property taxes levied on such interest.

#### **17. NONDISCRIMINATION**

Without limiting any other provision hereunder, LICENSEE 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, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

#### **18. ACCESSIBILITY STANDARDS**

LICENSEE agrees to comply with all applicable laws, regulations and executive orders regarding equal access to public facilities as they may apply to LICENSEE's use of the Rented Facilities. LICENSEE shall, and shall ensure that each of LICENSEE's sublicenses, leases, sub-contractors, vendors, exhibitors, promoters, agents and employees, if any, comply with the American with Disabilities Act ("ADA") of 1990, (42.U.S.C. 12101 *et seq.*) and California Disabled Persons Act (Cal Civil. Code 54 *et seq.*) and all relevant provisions of the Health and Safety and Business and Professions Codes, as well as all applicable regulations and Guidelines issued pursuant to the ADA, namely the American with Disabilities Act Guidelines and all applicable regulations and guidelines issued pursuant to California law.

#### **19. NOTICES**

Any notice, request, or demand to be given to any party hereunder shall be in writing and delivered personally, or sent by registered or certified mail as follows:

a. To FAIR:

Attn: Sonoma County Fair & Exposition, Inc.  
Matthew Daly, Chief Operating Officer  
1350 Bennett Valley Road  
Santa Rosa, CA 95404

b. To LICENSEE:

Attn: Santa Rosa City Schools  
Lisa August  
211 Ridgeway Avenue  
Santa Rosa, CA 95401

## 20. MISCELLANEOUS

**A. Disaster Center:** The Sonoma County Fairgrounds may be designated a disaster center for an emergency or major catastrophe that occurs in Sonoma County. In the Event that the Director of Emergency Services, or its acting agents, the Sonoma County Sheriff's Office, the Santa Rosa Police Department or FAIR activates the "Sonoma County Fair & Exposition Evacuation Plan," LICENSEE's rights hereunder shall cease, and LICENSEE will cooperate with local authorities. LICENSEE may have to immediately quit use of the Rented Facilities, if in possession at time, and FAIR shall have the right to eject LICENSEE and their invitees without liability for damages as a result thereof.

**B. No Warranty.** LICENSEE agrees that it is responsible for the success or failure of its Event. The fact that LICENSEE is restricted by and subject to the terms and conditions of this LICENSE is a risk that LICENSEE freely assumes.

**C. Independent Capacity.** LICENSEE, its officers, agents and employees shall act in an independent capacity and shall not represent themselves or be construed to be officers, agents, or employees of FAIR or the County of Sonoma.

**D. Merger.** This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the agreement, pursuant to Code of Civil Procedure Section 1856.

**E. Amendments.** It is mutually understood and agreed that no alteration or variation of the terms of this LICENSE shall be valid, unless made in writing and signed by the parties hereto. It is mutually understood that no oral understandings or agreements shall be binding upon the parties.

**F. Exhibits.** All exhibits referenced herein are hereby incorporated as though fully set forth. In the event of a conflict between the body of this LICENSE and any exhibit hereto, the provisions in the body of this LICENSE shall control.

**G. Assignments.** The rights and privileges granted to LICENSEE pursuant to this LICENSE may not be assigned, delegated, sub-leased, or transferred in whole or in part without the prior written consent of the FAIR, and no such transfer shall be of any force or effect whatsoever unless and until the FAIR has so consented.

**H. Survival of Terms.** All express representations, waivers, indemnifications, and limitations of liability included in this LICENSE will survive its completion or termination for any reason.

**I. No Waiver.** The waiver by FAIR of any breach of any term or promise contained in this LICENSE shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this LICENSE.

**J. Hierarchy of License Documents.** In the event of a conflict between the body of this Agreement and any exhibit hereto, the provisions in the body of this Agreement shall control.

**K. Execution Required.** This LICENSE is not binding as to the FAIR until it has been duly accepted and signed by FAIR's Chief Executive Officer or Chief Operations Officer.


**L. Time of the Essence.** Time is of the essence in every provision of this LICENSE.

**M. Acknowledgment of Rules and Regulations.** LICENSEE hereby acknowledges and agrees to comply with all applicable rules and regulations of FAIR, which rules and regulations are attached to this LICENSE as though fully set forth herein.

**N. Authority; Identity and Representation of LICENSEE.** The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of LICENSEE. LICENSEE represents and warrants that its legal name as contained herein, along with all other information in this LICENSE, is accurate and correct in all respects as of the execution date of this LICENSE. LICENSEE further represents and warrants that the Authorized Representative identified herein has full, complete and absolute authority to bind LICENSEE. If LICENSEE is a corporation, it warrants and represents that it is authorized to do business in the State of California that it maintains active and good standing status with the California Secretary of State. Any change in LICENSEE's legal name, fictitious name, address, telephone number, or Authorized Representative, shall be forwarded to FAIR, in writing, within three (3) days after the change.

IN WITNESS WHEREOF, this LICENSE has been executed, by and on behalf of the parties hereto, the day and year first above written.

Santa Rosa City Schools  
Lisa August  
211 Ridgeway Avenue  
Santa Rosa, CA 95401

BY: 

TITLE: Associate Superintendent Business Services

DATE: 3/27/24

SONOMA COUNTY FAIR & EXPOSITION, INC.  
Matthew Daly, Chief Operating Officer  
1350 Bennett Valley Road  
Santa Rosa, CA 95405

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**RENTAL RATES**

(Effective 1/1/24; approved by Board of Directors at the November 21, 2023 Full Board meeting)

This rental price list should be used as a guideline only, rates may be subject to change; interested renters should call 707-545-4200 for a quote.

Rental items will be delivered to rental area. Set-up and/or take down are not included unless specified.

BUILDINGS/ROOMS-INSIDE	ASSEMBLY	DINING	BUILDING SPECS	PRICE PER DAY
Grace Pavillion	4,400	2,800	40,000 Sq. Feet	\$3,300.00
Saralee & Richard's Barn (including A/V & Kitchen)	1,100	550	10,000 Sq. Feet	\$2,350.00
Hall of Flowers	2,400	1,800	26,000 Sq. Feet	\$2,100.00
Finley Hall	1,200	747	11,000 Sq. Feet	\$1,500.00
Garrett Building	1,200	747	9,900 Sq. Feet	\$1,500.00
Kraft Building (including kitchen)	1,028	480	8,400 Sq. Feet	\$1,375.00
Showcase Café (including kitchen)	700	328	5,400 Sq. Feet	\$1,350.00
Showcase Kitchen Only			Full Caterers' Kitchen	\$775.00
Garden Building (HOF Annex)		125+	3,800 Sq. Feet	\$750.00
FACILITIES - OUTSIDE/OTHER	DESCRIPTION		MISCELLANEOUS	PRICE PER DAY
Chris Beck Arena	Basic Seating 3,000		150' x 350'	\$3,300.00
Brookwood Lot Partial Use	Does not include Car Mart area		608 Spaces	\$1,700.00
Community Theater (Lawn)	Capacity 1,500			\$600.00
Redwood Lot (not including Community Theater Lawn)	Parking and RV Hook-ups		97 Spaces	\$800.00
Carnival Lot (non-commercial)	4 1/2 acres			\$2,800.00
Carnival Lot (commercial use)	4 1/2 acres			\$3,300.00
Shade Park	1/4 acre			\$950.00
Shade Park (with other building)	1/4 acre			\$400.00
Reynolds Park	1/7 acre			\$350.00
Concourse				\$500.00
Cattle Barns 1 & 2	Each Per Day			\$400.00
Sheep Ring				\$450.00

**EXHIBIT A**

<b>FACILITIES – OUTSIDE/OTHER - Continued</b>	<b>DESCRIPTION</b>		<b>MISCELLANEOUS</b>	<b>PRICE PER DAY</b>
Jamison or Dorfman Ring	Each Per Day			\$300.00
Oak Ring				\$400.00
R.V. Parking (on grounds; with or without hook-ups)	Per day			\$60.00
<b>RENTAL EQUIPMENT/SERVICES</b>	<b>DESCRIPTION</b>		<b>MISCELLANEOUS</b>	<b>PRICE</b>
Electronic Message Board	Per frame/week			\$300.00
Marquee	Per line/week			\$300.00
Combined rate (Message Board/Marquee)	Per week			\$600.00
Grace Pavilion Banner Hanging	1 week			\$350.00
Banners on exterior fence line	Per banner			\$70.00
Wi-Fi (Grace and Hall of Flowers)	Unlimited use/building			\$700.00
Wi-Fi (Hard Wire Finley, Garrett, Kraft)	Unlimited use/building			\$450.00
Wi-Fi	Per day/device			\$25.00
Heating fee	Per day			\$140.00
Alarm System - Grace Pavilion	Per Event			\$140.00
Tables - 8' banquet	96"X30"			\$15.00
Tables - 5' Rounds	60" - seats 8			\$15.00
Tables - Picnic				\$30.00
Chairs – Lg. white plastic				\$2.50
Chairs – Sm. white plastic				\$2.00
Pipe & Drape	Per 10'x10' booth		Placement & Removal Included	\$45.00
Pipe & Drape	Linear Foot		Placement & Removal Included	\$4.00
Ticket or information booths	1 single window		Includes 2 stools	\$130.00
Ticket Booth	8 double windows		Includes 2 stools	\$175.00
Podium	Wood or Acrylic			\$45.00
Yellow Jacket Cable Covers	3' section			\$40.00
Cyclone Fence	8' section			\$25.00
Crowd Control Barricades	8' section			\$20.00
Rental Equipment Placement & Removal Services (tables, chairs, etc.)	Hourly Rate			\$75 F/T \$30 P/T
Heavy Equipment	Includes operator		1 Hour Minimum	\$190.00

**EXHIBIT A**

<b>RENTAL EQUIPMENT/SERVICES - Continued</b>	<b>DESCRIPTION</b>		<b>MISCELLANEOUS</b>	<b>PRICE</b>
Bleacher	180 seats	Grace Pavilion ONLY	Placement & Removal Included	\$300.00
Bleachers	100 seats	HOF or Grace Pavilion ONLY	Placement & Removal Included	\$200.00
STAGES - safety rails must not be removed from stages	40x40		Placement & Removal Included	\$2,500.00
STAGES - safety rails must not be removed from stages	28x40		Placement & Removal Included	\$1,800.00
STAGES - safety rails must not be removed from stages	28x24		Placement & Removal Included	\$1,200.00
STAGES - safety rails must not be removed from stages	20x24		Placement & Removal Included	\$900.00
STAGES - safety rails must not be removed from stages	12x24		Placement & Removal Included	\$680.00
Stage Skirting	Linear Foot		Placement & Removal Included	\$2.00
Risers	8x8	12", 18" or 24" high	Placement & Removal Included	\$110.00
Riser	4x8	12", 18" or 24" high	Placement & Removal Included	\$70.00
P/A System-Grace Pavilion	1 day		Placement & Removal Included	\$300.00
P/A System-Grace Pavilion	Each additional day		Placement & Removal Included	\$110.00
Portable sound system	Includes 1 Mic		Placement & Removal Included	\$250.00
Wireless Mic or Wireless Lavalier (Lapel) Mic	1 day			\$50.00
<b>ELECTRICAL</b>	<b>DESCRIPTION</b>		<b>MISCELLANEOUS</b>	<b>PRICE</b>
Electrical Hook-ups - Grace Pavilion	Per cord			\$30.00
Electrical Hook-ups - Hall of Flowers	per panel			\$75.00
Hall of Flowers extension cord	per cord			\$20.00
Finley Hall ceiling drop	per cord			\$40.00
220 V hook-up charges enter panel	per panel			\$125.00
30Amp/220 Volt service	per day			\$37.50
50Amp/220Volt service	per day			\$90.00
100Amp/220Volt service	per day			\$120.00
100Amp/(3 phase)	per day			\$175.00

**EXHIBIT A**

<b>ELECTRICAL - Continued</b>	<b>DESCRIPTION</b>		<b>MISCELLANEOUS</b>	<b>PRICE</b>
200Amp(3 phase)	per day			\$250.00
Sub panel	per day			\$75.00
220 V Extension cord - 50'	per cord			\$125.00
220V Extension cord - 100'	per cord			\$175.00
<b>HORSE SHOW ARENAS (Chris Beck, Lytle Cow Palace &amp; Warm-up Arena)</b>	<b>DESCRIPTION</b>		<b>MISCELLANEOUS</b>	<b>PRICE</b>
Chris Beck Arena (horse show w/stall)	Basic seating 2,200			\$775.00
Chris Beck Arena (w/o stall rental)	Basic seating 2,200			\$895.00
Lytle Cow Palace (with stall rental)				\$895.00
Lytle Cow Palace (w/o stall rental)				\$985.00
Warm up Arena (w/o stall rental)	used for performance			\$900.00
Warm up Arena (with stall rental)	used for performance			\$750.00
P/A System-Chris Beck Arena or Warm Up Arena	Per Day			\$300.00 1st Day \$75.00 Add'l Day
Announcers Stand (portable)				\$65.00
Harrowing or Watering			1 Hour Minimum	\$190.00
Vendor Booths-Small Events (photo, tack, etc.)				\$65.00
Vendor Booths-Large Events (merch, concessions, etc.)				\$110.00
Small Animal Pen	Powder River Panels			\$450.00
Large Animal Pen	Powder River Panels			\$700.00
Stalls - Straw Use (includes bedding removal)	Per Stall		Bedding not provided	\$30.00 1st Day \$15.00 2nd Day
Stalls - Shavings Use (includes bedding removal)	Per Stall		Bedding not provided	\$41.25 1st Day \$28.75 2nd Day
Tack Room	Per Room			\$20.00 1st Day \$13.75 2nd Day

Sonoma County Fairgrounds  
 1350 Bennett Valley Road  
 Santa Rosa, CA 95404  
 707.545.4200

# Service Order Confirmation

Order: 116643  
 Entered On: 03/20/24

**Santa Rosa City Schools-CAREER DAY 8TH GRADE STUDENTS  
 (HOF-1400) (25765)**

Start-End:

Thu 04/04/24 07:30 AM - 02:30 PM

Santa Rosa City Schools  
 Debi Cardozo  
 211 Ridgeway Avenue  
 Santa Rosa, CA 95401

Function: Space & Statistics  
 Start-End: 04/04/24 07:30 AM - 02:30 PM  
 Requestor: Santa Rosa City Schools

Description	Start-End	Ordered	Rate	Charges
Hall of Flowers- Base Rate	04/04/24 07:30 AM - 02:30 PM	1.00 DAY	2,100.00 DAY	2,100.00
Hall of Flowers - 25% WEEKDAY DISCOUNT	04/04/24 07:30 AM - 02:30 PM	1.00 DAY	-525.00 DAY	-525.00
Hall of Flowers Ceiling Drop	04/04/24 07:30 AM - 02:30 PM	0.00 EA	50.00 EA	0.00
Complimentary Tables - 8'	04/04/24 07:30 AM - 02:30 PM	5.00 EA	0.00 EA	0.00
Complimentary Chairs	04/04/24 07:30 AM - 02:30 PM	50.00 EA	0.00 EA	0.00
Small Plastic Chair	04/04/24 07:30 AM - 02:30 PM	70.00 EA	2.00 EA	140.00
Table- 8' Rectangular	04/04/24 07:30 AM - 02:30 PM	55.00 EA	15.00 EA	825.00
Pipe & Drape (per 10x10 booth)	04/04/24 07:30 AM - 02:30 PM	1.00 EA	50.00 EA	50.00
WiFi - Buyout HOF	04/04/24 07:30 AM - 02:30 PM	0.00 \$	700.00 EA	0.00
Portable Sound System Rental Fee	04/04/24 07:30 AM - 02:30 PM	0.00 EA	250.00 EA	0.00
			<b>Total Charges:</b>	<b>2,590.00</b>

# Service Order Confirmation

Order: 116643  
Entered On: 03/20/24

Santa Rosa City Schools-CAREER DAY 8TH GRADE STUDENTS (HOF-1400) (25765) Start-End: Thu 04/04/24 07:30 AM - 02:30 PM

**Notes**

**SIGNED LICENSE AGREEMENT IS DUE UPON RECEIPT; BALANCE AND INSURANCE ARE DUE BY APRIL 2, 2024 (Final cost will be billed immediately following the event and will be due within 30 days of invoicing).**

**Event: Santa Rosa City Schools Career Day for 8th Grade Students Event hours: 9am-12:30pm Expected Attendance: 1,400**

**EVENT CONTACTS: Debi Cardoza 707-890-3800**

**FAIR STAFF CONTACTS: Robert Garcia 707-293-8408, Randy Crouch 707-293-8414, Javier Mote 707-321-6604, Isaac Gentry 707-318-4541, Matt Daly 561-727-0304 & Debbie Townsend 707-483-0384**

**Fire Equipment: Use/tampering with any fire equipment (i.e. fire hoses, fire alarms and fire extinguishers) is strictly prohibited, except in the case of an emergency. If an attendee at any event pulls a Fire Alarm, the Licensee will be responsible for any fees associated with a Fire Department call for a false alarm ~ TENTS & SMOKE MACHINES OF ANY KIND ARE NOT ALLOWED IN THE BUILDINGS (per Santa Rosa Fire Department).**

**WiFi:** A BUYOUT for the event is available for a fee (Grace/HOF \$687.50 & Finley/Garrett/Kraft \$406.25) or Individual WiFi Access Fees are \$25 per day/per device (24 hours); Contact Fair staff for login/password access.

**ZERO WASTE:** Receptacles for trash/recycle/compost will be provided; renter is responsible for ensuring attendees utilize the receptacles properly.

**SIGN ORDINANCE COMPLIANCE: All signs, posters, flyers, etc. which are posted or distributed in Sonoma County for the purpose of advertising or promoting a consumer show at the Sonoma County Event Center at the Fairgrounds shall be in full compliance with applicable municipal codes and ordinances. A \$250.00 fee per sign will be billed to the Licensee of any documented incident of the placement of signs, posters, flyers, etc. which are in violation of local sign ordinances. Ignorance of local sign regulations or reliance on a sign company for placement of promotional materials shall not relieve the Licensee of responsibility in this matter.**

Total Amount Due: 2,590.00

Please Initial: 

**SONOMA COUNTY FAIR & EXPOSITION, INC.**  
**INSURANCE REQUIREMENTS**  
**EFFECTIVE FOR EVENTS HELD ON OR AFTER JANUARY 3, 2020**

Licensee shall maintain and require its subcontractors, vendors, exhibitors and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

FAIR reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

**1. Workers Compensation and Employers Liability Insurance**

- a. Required if Licensee has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of **\$1,000,000** per Accident; **\$1,000,000** Disease per employee; **\$1,000,000** Disease per policy.
- d. **Required Evidence of Insurance**: Certificate of Insurance.

If Licensee currently has no employees, Licensee agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

**2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: **\$1,000,000** per Occurrence; **\$2,000,000** General Aggregate and Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. Limits shall not be less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events All Types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types without any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required. If Licensee maintains higher limits than the specified minimum limits, FAIR requires and shall be entitled to coverage for the higher limits maintained by Licensee.

## EXHIBIT C

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by FAIR. Consultant is responsible for any deductible or self-insured retention and shall fund it upon FAIR's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the FAIR.
  - d. Insurance shall be on a standard Occurrence form. Claims-Made or modified, limited or restricted occurrence forms are not acceptable without prior written consent from FAIR.
  - e. **The Sonoma County Fair and Exposition Inc., Harvest Fair Association of Sonoma County, the County of Sonoma, their officers, agents and employees shall be endorsed as additional insureds for liability arising out Licensee's ongoing operations (ISO endorsement CG 20 26 or equivalent).**
  - f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
  - g. If the event or activity involves animals, the policy shall cover injury resulting from both airborne and contact transmission of E. coli bacteria.
  - h. The policy shall cover inter-insured suits between the additional insureds and the Licensee, and shall include a "separation of insureds" or "severability" clause which treats each insured separately.
  - i. **Required Evidence of Insurance:**
    - i. Copy of the additional insured endorsement (**CG 20 26 or equivalent**) or policy language granting additional insured status;
    - ii. *(If animals are involved)* Evidence that there is coverage for airborne and contact transmitted E. coli bacteria; and
    - iii. Certificate of Insurance; **Certificate Holder: Sonoma County Fair & Exposition, Inc., Attn: Debbie Townsend, 1350 Bennett Valley Road, Santa Rosa, CA 95404**
3. **Automobile Liability Insurance** *(Required for Fair Acts, Rides and Exhibitors)*
- a. Minimum Limits:
    - i. Vehicles pulling trailers longer than 10 feet: **\$1,000,000** per accident.
    - ii. All other vehicles: \$300,000 per accident.
  - b. **Required Evidence of Insurance:** Certificate of Insurance or copy of Automobile Policy Declarations Page
4. **Liquor Liability Insurance** *(Required only for events with alcohol that do not use FAIR's liquor caterer.)*
- a. Minimum limits: **\$1,000,000** for each Common Cause or Occurrence; **\$1,000,000** Aggregate.
  - b. Licensee shall disclose any deductible or self-insured retention in excess of **\$25,000** and such deductible or self-insured retention must be approved in advance by FAIR. Licensee is responsible for any deductible or self-insured retention.
  - c. **Required Evidence of Insurance:** Certificate of Insurance.
5. **Standards for Insurance Companies**  
Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
6. **Documentation**
- a. The Certificate of Insurance must include the following reference: **"Event Name and Date(s) including set-up and teardown dates"**.
  - b. When requested by FAIR, Licensee shall require its subcontractors, vendors, exhibitors and other agents to submit Evidence of Insurance to FAIR.
  - c. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Insurance on file with FAIR for the required period of insurance.
  - d. Upon FAIR's written request, Licensee agrees to provide certified copies of the required

## EXHIBIT C

insurance policies within thirty (30) days.

- e. License shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

### 7. Participant Waviers

- a. For hazardous participant events (see subsection d. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company) from each participant prior to his/her participation in the events sponsored by contractor/renter.
- b. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection d. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
- c. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections a. and b. above to the Fair at the end of the rental agreement.
- d. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter.

### 8. Policy Obligations

Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

### 9. Material Breach

If Licensee fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. FAIR, at its sole option, may terminate this Agreement and obtain damages from Licensee resulting from said breach.

**SONOMA COUNTY FAIR & EXPOSTION, INC.**  
**1350 BENNETT VALLEY ROAD**  
**SANTA ROSA, CA 95404**

**PHONE: (707) 545-4200 FAX: (707) 573-9342**

WORKERS' COMPENSATION DECLARATION

PLEASE CHECK THE APPROPRIATE LINE:



I HAVE EMPLOYEES AND AM REQUIRED TO PROVIDE EVIDENCE OF WORKERS' COMPENSATION INSURANCE. I HAVE ENCLOSED A COPY OR WILL REQUEST ONE BE SENT TO THE FAIR AS PER THE SONOMA COUNTY FAIRGROUNDS INSURANCE REQUIREMENTS OUTLINED IN THE LICENSE AGREEMENT.

\_\_\_\_\_

I HEREBY CERTIFY THAT I HAVE NO PAID OR VOLUNTEER EMPLOYEES THEREFORE, WORKERS' COMPENSATION INSURANCE WHICH IS REQUIRED FOR EACH CONTRACT AS STATED IN THE SONOMA COUNTY FAIRGROUNDS INSURANCE REQUIPMENTS UNDER "WORKERS' COMPENSATION INSURANCE" SECTION, DOES NOT APPLY TO ME.

I AM AWARE THAT THIS STATEMENT IS FOR THE INTERNAL USE OF THE SONOMA COUNTY FAIR AND DOES NOT ALTER THE WORKERS' COMPENSATION REQUIREMENTS IN THE LABOR CODE OF THE STATE OF CALIFORNIA DEFINING "EMPLOYEES".

**SANTA ROSA CITY SCHOOLS**

\_\_\_\_\_  
**PRINT** – Name as indicated on the License Agreement

  
**Signature**

3/27/04  
**Date**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SONOMA COUNTY OFFICE OF EDUCATION  
AND  
SANTA ROSA CITY HIGH SCHOOL DISTRICT  
TO PARTNER ON EDUCATION PATHWAY CONSORTIUM K12 STRONG  
WORKFORCE PROGRAM GRANT**

THIS AGREEMENT (“Agreement”) is entered into by and between Sonoma County Office of Education (“SCOE”) and Santa Rosa City High School District (“DISTRICT”) (collectively, “Parties”). The parties agree as follows:

- 1) **Intent**: Given the high demand for Early Childhood Education (ECE) employees in Sonoma County and beyond and the fact that Education is a priority sector in the Bay Area Community College Consortium Regional Plan, the Parties agree to apply as a consortium for a K12 Strong Workforce Program (SWP) Round 6 Grant.

Grant funds will be used to build highly integrated K12 to postsecondary to employment ECE pathways and programs of study. The DISTRICT’s pathway will be developed at Elsie Allen High School.

As a consortium, SCOE and the DISTRICT will make effective use of subregional scale to engage students in relevant, rigorous learning experiences that incorporate Work-Based Learning (WBL), a pre-apprenticeship, and early college credit.

- 2) **Financial Relationship**: This Agreement memorializes the partnership between SCOE and the DISTRICT. SCOE will provide an amount of funds from the grant to the DISTRICT that is equal to the amount of funds provided to each of the K-12 Partner Agencies (sub-grantees).
- 3) **DISTRICT’s Responsibilities**: The DISTRICT will:
  - a) upload a completed High-Quality CTE Program Evaluation that reflects the current practice of existing CTE programs and related evidence on file (LEAs that have applied for 2023 CTEIG funds will upload the same High-Quality CTE Program Evaluation used in the most recent CTEIG application; LEAs that did not apply for CTEIG funds will complete and upload a 2023 Program Evaluation);
  - b) ensure an active MOU is on file with Cal-PASS Plus throughout the life of the awarded grant;
  - c) engage in regional efforts to align workforce, employment, and education services;
  - d) designate representative(s) to participate in the consortium’s Pathway Improvement Community (PIC) and Community of Practice (CoP);

- e) submit all required Progress, Expenditure, Course Data, and Cal-PASS Plus reports to SCOE in advance of each of the due dates to be included in the consortium’s required reports.

**Progress and Expenditure Reports are due to SCOE as follows:**

Report	Fiscal Year	Time Period	Report Due to SCOE by:	Required Items
First Progress and Expenditure Report	2023-24	Jan 2024 - June 2024 1/1/24 - 6/30/24	8/8/24 by 5pm	<i>Items listed below are tentative. Exact requirements will be shared at a later date.</i>  <b>For Grant Expenses:</b> <ol style="list-style-type: none"> <li>1. <b>Expense Tracking Spreadsheet</b></li> <li>2. <b>Fiscal 11</b> time period financial activity report for time period</li> <li>3. <b>Fiscal 01</b> YTD financial activity report Counselor Community of Practice</li> </ol>
Second Progress and Expenditure Report	2024-25	Jul 2024 - Dec 2024 7/1/24 - 12/31/24	2/6/25 by 5pm	
Third Progress and Expenditure Report		Jan 2025 - June 2025 1/1/25 - 6/30/25	8/7/25 by 5pm	
Fourth Progress and Expenditure Report	2025-26	Jul 2025 - Dec 2025 7/1/25 - 12/31/25	2/5/26 by 5pm	
Fifth Progress and Expenditure Report		Jan 2026 - June 2026 1/1/26 - 6/30/26	8/6/26 by 5pm	
<b>FINAL</b> K12 SWP Expenditure Report and Outcomes	2023-24 through 2025-26	Jan 2024 - June 2026 1/1/24 - 6/30/26	10/8/26 by 5pm	<b>For Match Certification:</b> <ol style="list-style-type: none"> <li>1. <b>Match Expense Certification Form</b></li> <li>2. <b>Fiscal 11</b> time period financial activity report for time period</li> <li>3. <b>Fiscal 01</b> YTD financial activity report</li> <li>4. <b>Pay09</b> Payroll Report</li> <li>5. <b>Pos22</b> Employee Report</li> </ol>

**Annual Course Data Reports are due on the following dates:**

- i) November 1, 2024
  - ii) November 1, 2025
  - iii) November 1, 2026
- f) report data that can be used by policymakers, LEAs, community college districts, and their regional partners to support and evaluate the program including, to the extent possible, demographic data used to evaluate progress in closing equity gaps in program access and completion and earnings of underserved demographic groups;
  - g) use K12 SWP funds to supplement, not supplant, base budgets;
  - h) contribute to a proportional dollar match of two dollars (\$2) for every one dollar (\$1) awarded; the match may include funding from the following sources:
    - i) School district and charter school LCFE apportionments;

- ii) Perkins V (Strengthening Career and Technical Education for the 21st Century Act), or its successor;
  - iii) Partnership Academies Program;
  - iv) Community College Strong Workforce Program (SWP) that directly serves K–12 pupils (i.e., dual enrollment, early college credit);
  - v) Business, industry, philanthropic sources that will directly support the program;
  - vi) Any other source, EXCEPT those described below:
    - (1) California Career Technical Education Incentive Grant Program (CTEIG)
    - (2) Career Technical Education Facilities Program Grant
    - (3) Public School Facilities Bond (Proposition 51)
    - (4) The same local match that is being used for a California Career Technical Education Incentive Grant
    - (5) The same local match that is being used for another concurrent K12 SWP grant/application
- 4) SCOE’s Responsibilities: SCOE will:
- a) serve as the Lead LEA for the consortium;
  - b) take the lead role in preparing the grant application and managing the grant budget;
  - c) ensure all required Progress, Fiscal, and Cal-PASS Plus reports are submitted on behalf of all K-12 Partner Agencies;
  - d) lead the consortium’s Pathway Improvement Community (PIC) and Community of Practice (CoP);
  - e) develop an invoice process for all K-12 Partner Agencies (sub-grantees);
  - f) receive no more than 4% in indirect funds for managing the grant;
  - g) share K12 SWP-relevant communications and information with all partners.
- 5) Mutual Indemnification: To the fullest extent permitted by law, DISTRICT 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 the DISTRICT, 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 the DISTRICT, DISTRICT shall defend the same at DISTRICT’s expense.

To the fullest extent permitted by law, SCOE shall defend, indemnify, and hold harmless DISTRICT, 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 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 the DISTRICT for any such acts or omissions of SCOE, SCOE shall defend the same at SCOE's expense.

- 6) 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); resignation of the TOSA from DISTRICT; 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.
- 7) Integration: This Agreement represents the entire understanding of DISTRICT 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. Parties will strive to come together in good faith if a request is made in writing by either party to modify or alter this Agreement to effectuate the intent and expected outcome of this Agreement.
- 8) 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.
- 9) 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' advanced written notice to the other party.
- 10) Effective Date and Term: The term of this Agreement shall be from January 1, 2024 through June 30, 2026. To extend the terms of this Agreement beyond June 30, 2026, the parties must enter into an additional written agreement or amendment.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by their duly authorized Representatives.

**SONOMA COUNTY OFFICE  
OF EDUCATION  
(SCOE)**

**SANTA ROSA CITY HIGH SCHOOL  
DISTRICT  
(DISTRICT)**

By: \_\_\_\_\_  
Amie R. Carter,  
Superintendent of Schools

By: \_\_\_\_\_  
Anna Trunnell,  
Superintendent

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

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