



Walker Creek Ranch

1700 Marshall-Petaluma Rd., Petaluma, CA 94952

Phone: 415-491-6600 * Fax 415-663-9245

Email: pgambonini@marinschools.org

MARIN COUNTY OFFICE OF EDUCATION

Hidden Valley Elementary -Santa Rosa: 2024-25 OE Program Hidden Valley Elementary-Santa Rosa Nov. 12-15,2024
November 12-15, 2024

| | | | |
|-------------------------|---|------------------|----------------------|
| Organization: | Hidden Valley Elementary -Santa Rosa 3435 Bonita Vista Drive Santa Rosa, CA 95404 | Phone: | |
| | | E-mail: | |
| Primary Contact: | Kelly Wood 3435 Bonita Vista Drive Santa Rosa, CA 95404 | Phone(s): | (P/W): 707-331-0687 |
| | | E-mail: | kwood@srcs.k12.ca.us |

Arrival Date and Time: Tuesday, November 12, 2024
Departure Date and Time: Friday, November 15, 2024
Expected # of Participants: 65 **# of Nights:** 3 **Type:** OE Program

| Charges/Discounts | Duration | Count | Unit Cost | Total |
|--|----------|-------|--------------------------------|--------------------|
| Facilities | | | | |
| 11/12/24 10:30 am 11/15/24 12:00 pm OE Regular Rates (Student- 4 Day) | | 65 | \$401.00 | \$26,065.00 |
| 11/12/24 10:30 am 11/15/24 12:00 pm OE Regular Rates (Teacher- 4 Day) | | 3 | \$280.00 | \$840.00 |
| | | | Subtotal for Facilities | \$26,905.00 |
| | | | Total Charges/Discounts | \$26,905.00 |
| | | | Estimated Balance Due | \$26,905.00 |

**** COST ABOVE IS ESTIMATE ONLY. Please do not pay until conclusion of of outdoor education program and final invoice is received from the Marin County Office of Education.**

WHEREAS, the County Superintendent, pursuant to Education Code Sections 8760-8773, maintains an outdoor science education and conservation education program at the Marin County Outdoor School at Walker Creek Ranch in Petaluma , California; and

WHEREAS, District is desirous of participating in said program;

NOW, THEREFORE, BE IT HEREBY AGREED AS FOLLOWS:

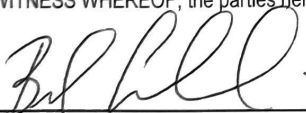
1. District is responsible for Average Daily Attendance for students participating in teh program .
2. District is responsible for supervision of its students.
3. District shall pay all salaries of personnel who are regularly employed by the District and assigned to duties in connection with this program.
4. District shall pay costs of transportation for its students and employees in connection with this program .
5. **District shall pay the amounts to County Superintendent as stated on the attached Marin County Outdoor School Fee Schedule , for the dates of District attendance as noted.**
6. The cost of the selected program(s) is as outlined in the Charges/Discounts section.
7. No refunds will be given after a student's arrival in cases of homesickness, dismissal for discipline, or voluntary withdrawl. Students who leave for medical reasons for two (2) days or more will receive a prorated refund.
8. District shall participate in said program for the **2024-25** school year by sending the number of students specified in the Charges/Discounts section to the program and shall comply with the regulations of the County Superintendent established for the maintenance of this program.
9. District agrees to pay the fee for the actual number of students in attendance or for 90% of the number of students set forth above , whichever is greater, whether or not the pupils actually attend the Marin County Outdoor School , unless notice of change has been given in writing 30 days prior to the week of attendance .

10. County Superintendent shall pay all costs of maintaining and managing the program, including salaries of personnel, food, lodging, etc., except as herein stated. The program shall be under the direction of the County Superintendent and the final decision on its operation shall rest with the County Superintendent; however, the County Superintendent shall consult with the District and, if possible adjust the program to fit the particular requirements of the District.
11. County Superintendent shall maintain adequate liability insurance to cover its operations under this program; however, it shall also be the responsibility of District to maintain insurance coverage in the minimum amounts required by law and shall provide **proof of coverage**. Insurance with minimum limits equal to the amounts indicated below. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Should the District maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limit requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the County Superintendent and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement.

TYPE OF COVERAGE / MINIMUM REQUIREMENT INDIVIDUAL SETTING

- a. **Commercial General Liability Insurance** Including Bodily Injury, Personal Injury, Property Damage, Advertising Injury
 - Each Occurance: \$1,000,000
 - General Aggregate: \$2,000,000
 - b. **Automobile Liability Insurance** - Any Auto Each Occurance - Combined Single Limit (CSL)
 - \$1,000,000
 - c. **Professional Liability**
 - 1,000,000
 - d. **Workers Compensation**
 - Statutory Limits
 - e. **Employer's Liability**
 - \$1,000,000
 - f. **Sexual Abuse/Molestation (SAM)** (may be included in GL Coverage):
 - \$1,000,000 per Occurrence
12. In addition to the charges outlined Charges/Discount Section, District shall be responsible for any additional costs occasioned by its use of the facilities, such as, but not limited to, damage to the grounds, equipment or buildings.
 13. District shall defend, hold harmless and indemnify MCOE/WCR and each of its officers, employees, and agents against any and all claims, demands, causes of action, damages (including damages to WCR property), costs and liabilities, in law or in equity, of every kind and nature whatsoever, which arise out of or are in any way connected with the use and occupation of WCR campus described herein. To the fullest extent legally permissible, this indemnity and hold harmless agreement by the District shall apply to any and all acts or omissions, whether active or passive, on the part of the District or its agents, employees, representatives, resulting in a claim or liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of MCOE/WCR its officers, employees, or agents. Where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees or volunteers.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.



 Signature, Hidden Valley Elementary -Santa Rosa Representative
 Principal 6/8/24

 Title / Date

Patrick McLaughlin

 Signature, Walker Creek Ranch Representative
 Ranch Manager 4/23/2024

 Title / Date

CONTRACTED SERVICES AGREEMENT

Contract # 140248 District: Santa Rosa Elementary School District
Program: MEDIUM SKY DOME PLANETARIUM
Date: FRIDAY, APRIL 4, 2025
Start Time: 8:30 AM End Time: 1:50 PM Sessions: 5

Final payment due by date of show.
Please do not pay the performer directly.

| | |
|--|--|
| Billing Address: Michael Jablonski Albert Biella Elementary School 2140 Jennings Avenue Santa Rosa CA 95401 | Program to be held at: Albert Biella Elementary School 2140 Jennings Avenue Santa Rosa CA 95401 Attention: Michael Jablonski |
|--|--|

Sign and Return this Contract Agreement and Deposit to our office by: **Monday, September 2, 2024**

Include Contract # **140248** on your payment for it to be properly applied.

Program Cost: \$1,795.00

Add'l Fee:



Grand Total: \$1,795.00 3% Convenience Fee for CC Payments

Deposit: \$897.50

Payments Received

| Amount | Date Received | Notes |
|-----------------|---------------|-------------------|
| Balance: | | \$1,795.00 |

School Contact Information: Please notify us of any corrections.

School Phone*: (707) 890-3906

*Required Field

Client*: Michael Jablonski

Title*: Principal

Client Phone*: (646) 703-3732

Email*: mjablonski@srcs.k12.ca.us

Alternate*: Alejandra Rivas

Title*: Office Manager

Alt. Phone*: (707) 890-3906

Email*: arivas@srcs.k12.ca.us

Performance Requirements: **Initial** each of the following conditions and responsibilities:

- Performer will arrive approximately 45-60 minutes prior to the performance time.
- Custodial assistance to load & unload may be needed. Performance area to be clear of clutter.
- Recording of the performance is prohibited without prior written permission.
- Please, no cell phone, food, drink or other distractions present during the program.
- Adult School/Venue Personnel Supervision for each program is required, both INSIDE AND OUTSIDE of the dome, AT ALL TIMES.
- Handicap accessibility to the building and performance space (no stairs). This program cannot be set up outside.
- Performance area must have a 14 foot ceiling and a 23 foot diameter to accommodate the Sky Dome.
- Maximum of 5 programs per day. Maximum of 55 students per session.
- Additional programs will have an additional charge.
- Lunch and breaks required when 3 or more sessions are scheduled.
- One electrical outlet.

Special Performer Instructions:

- Mail checks payable to: Mobile Ed Productions - 26018 W. Seven Mile - Redford, MI 48240.
- Do NOT pay the performer directly
- A payment, signed contract, or purchase order must be returned by the due date or else your contract is considered forfeit.
- Cancellations prior to the reserved performance date will have a cancellation fee of 50% of the performance cost.
- Accounts not paid in full within 30 days of the performance date are subject to a 2% late fee.

Cindy Kruczynski

Cindy Kruczynski

For Mobile Ed Productions, Inc.

cindyk@mobileedproductions.com

Sign and Return **X**

[Signature]
Lisa August (Sep 20, 2024 09:58 PDT)

Michael Jablonski

Authorized Representative for: Albert Biella Elementary School

Customer Code MEP41325

Jamar/jb518/MSKY

Contract Number: **140248**

Date Issued 7/17/2024

26018 West Seven Mile Road
Redford, Michigan 48240
(800) 433-7459 - Toll Free
(313) 533-4455 - Office
(313) 533-8445 - Fax

Invoice Date: 7/18/2024

Contract #: 140248

Purchase Order #:

Billing Information:

Client Name Michael Jablonski

Bill To Albert Biella Elementary School

Address 2140 Jennings Avenue

City, State Zip Santa Rosa CA 95401

Venue Phone (707) 890-3906

Payment Terms

A DEPOSIT OF \$897.50 IS DUE ON September 2, 2024

- Balances not paid within 30 days of the performance date are subject to a late fee.

- A payment or signed contract must be returned by the due date above or your contract is considered forfeit.

- Do not pay the performer directly.

- See contract for more information.

| Contract Number | Program Title | Performance Date | Performance Venue | # of Sessions | Show Price | Add. Fees |
|-----------------|-----------------------------|------------------|---------------------------------|---------------|------------|-----------|
| 140248 | Medium Sky Dome Planetarium | 4/4/2025 | Albert Biella Elementary School | 5 | \$1,795.00 | |

Payment History

| Amount | Date | Note |
|--------|------|------|
| | | |

Late Fee:

Total: \$1,795.00

Payments Rec'd: \$0.00

Balance Due: \$1,795.00

Special Notes and Instructions

Make all checks payable to:

Mobile Ed Productions, Inc.



INVOICE SENT

7/18/2024

8/23/2024

Please note: There is a 3% convenience fee for credit card transactions



Write Contract Number on your check for it to be properly applied

Detach and return this slip with your payment.

mobile ed
productions, inc.

26018 West Seven Mile Road
Redford, Michigan 48240
Toll Free (800) 433-7459

Invoice Number: 140248

Balance Due: \$1,795.00

If you have any questions concerning this invoice, contact
Mobile Ed Productions, Inc. at 800-433-7459.

FEIN 38-2463141

CHANGE OF ARRANGEMENTS NOTICE

Albert Biella Elementary School
Attention: Michael Jablonski
2140 Jennings Avenue
Santa Rosa CA 95401

August 22, 2024
Contract # 140248

The following arrangements have changed.

Previous Arrangements:

Program Name Sky Dome Planetarium
Performance Date
Start Time
End Time
Number of Sessions
Program Cost

Current Arrangements:

Program Name Medium Sky Dome Planetarium
Performance Date April 04, 2025
Start Time 8:30 AM
End Time 1:50 PM
Number of Sessions 5
Program Cost \$1795.00
Balance Due \$1795.00

Notes Which Affect This Change:

NEW PROGRAM

If the current arrangements are not correct, please call us right away at 1-800-433-7459.

Cindy Kruczynski

Cindy Kruczynski
Regional Program Manager



**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 _The LIME Foundation NextGen Trades___, hereinafter referred to as “CONTRACTOR”.

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: N/A - - - - -

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

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: 40 students

Approved at Site by*: Gabriel Albavera/Roderick Castro Date: 8/28/2024
* Signature - **FOR CONTRACTS ORIGINATED BY SCHOOL SITE**

Departmental Approval:** _____ Date: 8/28/2024
** Signature - **DISTRICT OFFICE DEPT. SIGNATURE**

Contract Created by: Michael Reimer - Ed. Services **Phone #:** 707-890-3800
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: December 1st, 2024 **Proposed Contract End Date:** June 30th, 2025

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

Verified by: _____ Date: _____
Fiscal Services Authorizer **LAST REVISED ON 4-17-23**

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Reference is hereby made to Exhibit A, attached hereto and incorporated by this reference, which sets forth the responsibilities and duties of the DISTRICT.

(b) CONTRACTOR's Responsibilities and Duties:

Reference is hereby made to Exhibit A, attached hereto and incorporated by this reference, which sets forth the responsibilities and duties of the CONTRACTOR.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on January 1st, 2025, and will continue through June 30th, 2025, 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 Zero Dollars (\$ \$0.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

This contract is fully funded by the Elsie Allen High School Foundation and matching funds by the LIME Foundation to cover the cohort expenses totaling \$60,000 and is governed by its own separate contract agreement.

Payments for two training cohorts will be paid in four installments. CONTRACTOR will submit an invoice of \$15,000 up to 60-days before the start of each cohort. The remaining \$15,000 per cohort will be invoiced upon completion of the cohort. The cost of \$30,000 per cohort will remain fixed regardless of potential student withdrawal after Day 1.

In the event that funds are not received by the CONTRACTOR within 30 days of the invoice(s) by the Elsie Allen High School Foundation, the CONTRACTOR reserves the right to terminate this contract without further obligation or liability. The termination shall be effective upon written notice to the DISTRICT.

In the event that funding becomes unavailable or insufficient to fulfill the financial obligations during its term, the DISTRICT acknowledges that it will not be held liable for any compensation, damages, or other claims arising from the lack of funds. The DISTRICT and the CONTRACTOR agree to work in good faith to explore alternative funding sources or modifications to the contract terms to accommodate the financial constraints. However, if a satisfactory resolution cannot be reached within a reasonable period, the CONTRACTOR retains the right to terminate this contract, and the DISTRICT shall not incur any obligations or liabilities as a result of such termination.

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?):

Career Preparedness - Up to 40 EAHS students (20 students x 2 cohorts) will participate in ten trades classes and five career development workshops during two cycles of the program. This metric is measured throughout the program with a goal to provide career exposure and teach introductory construction trade skills.

Safety Certifications - 70% or higher number of students will receive their CalOSHA safety certifications. This metric is measured at the end of class as a graduation requirement to assess basic safety knowledge and prepare students for work as apprentices, employees and entrepreneurs.

Vocational Career Planning - 100% of graduates will complete a vocational career plan and participate in at least two trade-related interviews within 30 days. This metric will empower students to secure meaningful employment in the trade of their choice.

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

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

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

7. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her

employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

15. Ownership of Work Product: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any work product gathered or computed by CONTRACTOR prior to termination of this CONTRACT by DISTRICT or upon completion of the work pursuant to this CONTRACT.

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

17. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR,

CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: LIME Foundation

Street: 1400 Petaluma Hill Road

City/State/Zip: Santa Rosa, CA, 95404

Phone: 707-532-5463

Email: support@thelimefoundation.org

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 _____, 202__.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: Letitia Hanke

Lisa Cavin

Print Name: Letitia Hanke

Associate Superintendent

Title: Executive Director

shoyos@srcs.k12.ca.us

Email: letitia@thelimefoundation.org

707-890-3800 x80201

Phone: 707-532-5463_x1001

Exhibit A

| Responsibility/Activity | Lead Agency or Shared Responsibility |
|--|---|
| Provide two 3-week cohorts of the NGTA Core Curriculum to EAHS high schoolers ages 16-19. The classes will take place on Tuesdays, Wednesdays and Thursdays from 3:30pm to 5:30pm. The dates for the cohort will be from April 1 – 22, 2025. | NGTA |
| Share data on student progress, program graduation and job placement | NGTA |
| Facilitate relationships with employers for program graduates and communicate opportunities to EAHS students for job placement purposes. | NGTA |
| Provide an in-person NGTA presentation for students to assist with recruitment | NGTA |
| Recruit up to 20 youth to participate in each construction training cohort. | Shared |
| Provide location for training at EAHS facility in the Elsie Allen High School Boardroom and workshop, room F-7. NGTA will also have access to the College and Career Center in Building A as needed. | EAHS |
| Provide construction skill-building training and industry-recognized certifications for participants. | NGTA |
| Oversee job placement process by assisting youth in identifying opportunities, preparing for interviews, and making the post-program transition. | NGTA |
| Share relevant updates about student progress in the program, including enrollment, attendance, completion, and placement in permanent job. | NGTA |
| Oversee the interview process and placement of qualifying youth into the training program. | NGTA |
| Monitor successful completion of the training program by participating youth. Ensure barriers to completion are addressed through collaborative efforts. | Shared |
| Attend joint meetings to ensure success of the program. Meeting dates, times, and locations will be approved by both parties, may include virtual meetings. | Shared |
| Promote the success of the program and collaborate with key community stakeholders. | Shared |



BMX Assembly Agreement

StuntMasters will perform 1 BMX School Assembly for Albert F. Biella Elementary, 2140 JENNINGS AVE SANTA ROSA, CA 95401-9528 on Friday, December 20, 2024 at 10:45 AM. :

Our BMX Assembly is 45 minutes of action sports stunts on the ground and in the air, with discussion, and trivia. We will focus on: (please indicate)

Spokes of Character Bicycle/Sport Safety Healthy Lifestyle/Red Ribbon Newton's Laws

*Other/Notes _____

The show contractee / event warrants that it has adequate space of 40' x 120' of level pavement or gym floor and at least 18' of vertical clearance accessible by vehicle to deliver the ramp to show area unless otherwise agreed upon. Contractee is responsible for adequate lighting for night shows.

Riding bikes in wet weather is inherently dangerous. In the event of inclement weather StuntMasters will make every effort to delay the show or perform a modified show inside. If circumstances make an assembly impossible the show fee is still due. Consideration will be given for an alternative date.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the non performing party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event.

The entire show fee of \$1,425.00 is due and payable upon billing. Please pay online or mail to our office.

John Parker for StuntMasters

Name & Title for Albert F. Biella Elementary

INVOICE

Ignite Animation Studios
6 Petaluma Blvd North Suite B2
Petaluma, CA 94952

jamyw@igniteanimationstudios.com
+1 (707) 217-1334
www.igniteanimationstudios.com



Bill to

Santa Rosa High - ARTQUEST
1075 Mendocino Ave
Santa Rosa, CA 95401 USA

Ship to

Santa Rosa High - ARTQUEST
1075 Mendocino Ave
Santa Rosa, CA 95401 USA

Invoice details

Invoice no.: 1049
Terms: Net 30
Invoice date: 08/19/2024
Due date: 09/18/2024

| # | Date | Product or service | Description | Qty | Rate | Amount |
|----|------|--------------------|---|-----|------------|------------|
| 1. | | Education Services | <p>Animate Characters Course (with 16 videos) provides the following benefits for the 12-month period</p> <ul style="list-style-type: none">• Learn the secrets to master digital character animation fundamentals.• Hone skills with industry-standard software (Maya)• Access a professionally designed, standards-aligned curriculum in (CTE) for Arts, Media & Entertain.• Refine artistic and technical skills necessary for success in the growing animation industry.• Access to Teacher/Student Guides <p>Students will need a computer (Mac or PC) for the software, download and install Maya software, and a 3-button mouse.</p> <p>Students need a storage service like Google Drive.</p> | 1 | \$2,700.00 | \$2,700.00 |

FROST
9252
3711
4300

Total **\$2,700.00**

Ways to pay



Ignite Animation Studios LLC SWIFT: WFBIUS65
WIRE Routing Transit Number: 121000248
BENEFICIARY ACCOUNT NUMBER: 1173255124
Wells Fargo Bank NA, 420 Montgomery St. San Francisco, CA 94104

Sonoma County Schools | Student, Staff & Family Surveying

This agreement between YouthTruth, a project of the Center for Effective Philanthropy, Inc., ("CEP") and the client organization ("Client") confirms participation in January 2025, 2026, 2027 and agreement to the below terms.

Client: Santa Rosa City Schools (SRCS)

Total Annual Cost for Client: SRCS pays \$6,309 annually (SCOE pays \$56,781 annual

3-Year Survey Engagement in: January 2025, January 2026, & January 2027

Participation with other Sonoma County Schools

By signing this agreement, the Client agrees that YouthTruth may share participating schools' identified (with school names shown) and de-identified (with school names removed) findings in group aggregate reports that are made available to SCOE. Only de-identified aggregate findings will be shared publicly.

Invoicing

The billing contact will be invoiced 30 days prior to the first date of the survey window, with payment due in full within 30 days, unless otherwise agreed upon. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. Invoices will be generated from and payment must be made to the Center for Effective Philanthropy.

SCOE will cover 90% of the survey costs for participating districts in January 2025 (Year 1) and January 2026 (Year 2), with districts responsible for 10%. If a district fails to achieve a 60% survey participation rate among both students and staff in January 2026 (Year 2), the district will be required to cover 100% of the costs in January 2027 (Year 3). Years 1 & 2 serve as a preliminary "warning" period, with no penalty for participation rates below 60%.

Parental Consent

Under applicable federal, state, and local laws, the client may be required to collect informed parental consent for students to participate. CEP presumptively assumes that this consent has been collected, if necessary, by the time of survey administration. YouthTruth has provided a sample parental consent letter (available to download at youthtruth.org/parentalnotification) that clients are welcome to edit for their own purposes.

Confidentiality

CEP will not reveal any survey data about, nor attribute any data to, the client's district/network or school(s) in any publication other than the YouthTruth reports provided to the client without the client's expressed permission. CEP will not report findings for subgroups comprised of less than five students in any YouthTruth reports, and will use all commercially reasonable efforts to protect the confidentiality of all individual student responses in YouthTruth reports and in any future research. CEP has a process in place to flag and communicate concerning comments to the client, and may disclose otherwise confidential responses where the responses contain allegations of abuse or explicit threats of harm to the student or others. CEP may cite your district/ network and school(s) as YouthTruth Survey participants in its marketing materials, on its web site, and elsewhere.

Data Use by Clients

The client may use the YouthTruth findings in communications with internal and external audiences, make available representative portions of your YouthTruth report, quote from your report, or otherwise disclose your results. In doing so, the client agrees to cite CEP as having collected the data, produced the report, and maintained the confidentiality of individual respondents. The client is solely responsible for its use of the YouthTruth survey results, and any effects of such use. The client agrees that it has the right to provide staff contact information for CEP's use in administering the survey.

Data Use by YouthTruth

Subject to the rights of the client, students, and parents in survey data that comprise education records, CEP shall own all data collected or generated from the survey, all rights to the techniques and methodologies used to produce YouthTruth reports, and the copyright to all YouthTruth reports. CEP and its research partners may use the client's survey data in comparative datasets for products we may produce in future years or in research reports. CEP reserves the right to test a limited number of questions in our surveys.

Early Termination and Late Rescheduling

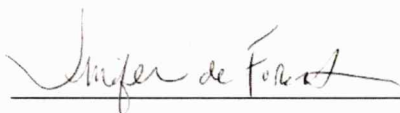
The Client may terminate this agreement up until 90 days prior to the first day of the scheduled survey window at no cost. If the Client elects to terminate this agreement or change the survey window between 30 and 90 days prior to the first day of the survey window each year, a fee of one-third of the total annual cost will be invoiced and due in full within 30 days. If the Client fails to complete required survey preparation forms by the specified deadline (typically between 50 and 65 days prior to the first day of the survey window), the Client forfeits their survey window spot and will be invoiced a fee of one-third the total annual cost, due in full within 30 days to reimburse CEP for costs invested to date. If the Client elects to terminate this agreement or change the survey window less than 30 days prior to the first day of the survey window each year, the full annual cost invoiced will be due in full within 30 days to account for upfront costs invested by the Center for Effective Philanthropy. Invoices will be generated from, and payment must be made to the Center for Effective Philanthropy. The client also agrees to complete all advisory services within 90 calendar days of survey close.

Legal Obligation

CEP is obligated to respond to a properly issued and served subpoena or other legal process, including reporting allegations of abuse or neglect as cited in student comments, according to the laws governing the client's state. Unless CEP is not permitted by law to disclose the fact or content of the subpoena or legal process, CEP will provide the client with timely notice of any such proceedings. Furthermore, it is assumed that the client will inform CEP of all relevant client policies and laws related to administering the survey and analyzing and reporting survey data.

Modification and Liability

No waiver, modification or amendment of this letter of agreement shall be binding upon either party unless confirmed by a written instrument signed by both parties. This letter of agreement shall be governed by the laws of California excluding its choice of law provisions. Each party submits to the exclusive jurisdiction of the state and federal courts sitting in the California in any action or proceeding arising out of or relating to this letter of agreement and waives any claim of inconvenient forum or other challenge to venue in any such court. If any portion of any provision of this letter of agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the original purpose of the provision and all other provisions shall continue in full force and effect. The client agrees that any liability that may arise under this agreement shall be limited in the aggregate to the amount actually paid to CEP for the services described in this agreement. CEP provides no express warranty with respect to such services and disclaims all implied warranties (including the warranties of merchantability and fitness for a particular purpose) to the fullest extent permitted by law.



Jen de Forest
Interim Vice President, YouthTruth

Date: 8/19/24



Name: Lisa August
Title: Associate Supt. - Bus. Svcs.
Date: 10/2/24

CONTRACTED SERVICES AGREEMENT

Contract # 140988 District: Santa Rosa Elementary District

Program: STEAM MUSEUM

Date: WEDNESDAY, JANUARY 15, 2025

Start Time: 8:05 AM End Time: 1:05 PM

Sessions: 6

Final payment due by date of show.
Please do not pay the performer directly.

| | |
|--|--|
| Billing Address: Amy Waud-Rieter Santa Rosa Charter School for the Arts 756 Humboldt Street Santa Rosa CA 95404 | Program to be held at: Santa Rosa Charter School for the Arts 756 Humboldt Street Santa Rosa CA 95404 Attention: Amy Waud-Rieter |
|--|--|

Sign and Return this Contract Agreement and Deposit to our office by: **Saturday, September 28, 2024**

Include Contract # **140988** on your payment for it to be properly applied.

Program Cost: \$1,695.00

Add'l Fee:

Grand Total: \$1,695.00

Deposit: \$847.50



3% Convenience Fee
for CC Payments

| Payments Received | | |
|-------------------|-------------------|-------|
| Amount | Date Received | Notes |
| Balance: | \$1,695.00 | |

School Contact Information: Please notify us of any corrections. **School Phone*:** (707) 890-3920 *Required Field
Client*: Amy Waud-Rieter **Title*:** Art **Client Phone*:** (707) 480-4297 **Email*:** awaudreiter@srcs.k12.ca.us
Alternate*: Sarah Cranke **Title*:** Principal **Alt. Phone*:** (707) 569-6587 **Email*:** scanke@srcs.k12.ca.us

Performance Requirements: Initial each of the following conditions and responsibilities:

- Performer will arrive 2 hours prior to the performance time to load-in.
- School will provide one custodian to assist with loading and unloading.
- An indoor 50' x 50' space (gym, multipurpose room) for the entire day. Performance area to be clear of clutter.
- Handicap accessibility to the building and performance space (no stairs). This program cannot be set up outside.
- Six adult volunteers to assist during the sessions all day.
- Please, no cell phone, food, drink or other distractions present during the program.
- 60 students per session with a maximum of six sessions. Sessions are 40 minutes in length with a five minute transition.
- Additional sessions will have an additional charge.
- Lunch and breaks required when 3 or more sessions are scheduled.
- Three electrical outlets.
- 90 minutes for performer and school custodian to tear-down and load-out.
- A minimum of ten exhibits will be available on the day of the show.

Special Performer Instructions:

- Mail checks payable to: Mobile Ed Productions - 26018 W. Seven Mile - Redford, MI 48240.
- Do NOT pay the performer directly
- A payment, signed contract, or purchase order must be returned by the due date or else your contract is considered forfeit.
- Cancellations prior to the reserved performance date will have a cancellation fee of 50% of the performance cost.
- Accounts not paid in full within 30 days of the performance date are subject to a 2% late fee.

Cindy Kruczynski

Cindy Kruczynski

For Mobile Ed Productions, Inc.

cindyk@mobileedproductions.com

Sign and Return **X**

Lisa August
Lisa August (Sep 30, 2024 11:44 PDT)

Amy Waud-Rieter

Authorized Representative for: Santa Rosa Charter School for the Arts

Customer Code MEP36507

Peter/pl328/STEAM

Contract Number: **140988**

Date Issued 9/18/2024

E-RATE CONSULTING SERVICE AGREEMENT

This Agreement for Service ("this Agreement") dated this 1th day of July, 2024, between Santa Rosa City Schools of 211 Ridgway Avenue, Santa Rosa, California, 95401 ("District") and Richard Tunheim, dba Aarrestad-Gjervik Consulting of 4763 Saddle Club Lane, Santa Rosa, California, 95409 ("Consultant").

Background:

- A. District is of the opinion that the Consultant has the necessary qualifications, experience and ability to provide services to District.
- B. The Consultant is agreeable to providing such services to District on the terms and conditions set forth in this Agreement.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Scope of Services ("Services")

District E-Rate Application (E-Rate)

This includes:

- Review District's prior years application to meeting with District personnel.
- Meeting with personnel to determine scope for each funding year.
- Provide recap of meeting with any timelines and deliverables required to initiate E-Rate application process.
- Issuance of E-Rate forms identifying services for which District is seeking discounts.
- Develop and distribute Requests for Proposals (RFPs) in support of District's E-Rate application, as necessary.
- Review RFP responses with District staff and assist in selection of service provider, as requested, to be identified in District's E-Rate application.
- Submit s E-Rate application(s) and provide District with status reports as application(s) work through the E-Rate process.
- Respond to SLD during E-Rate audit process.
- Upon approval of District 's application(s), submit E-Rate and any vendor forms to allow District to receive discounted billing and/or reimbursement for approved services.

Term of Agreement

1. The term agreement is effective upon signature by both parties and will remain in full force through June 30, 2027 or the completion of the Services, should completion be extended beyond June 30, 2027.
 - a. Completion of services shall be defined as completion of the Scope of Services, confirmed issuance of USAC Funding Decision Commitment Letter and District receipt of approved discounts/reimbursements.
 - b. The SLD may, at any time up to five 5 years after the completion of Services, audit District's E-Rate application(s). Audit assistance of work defined Services is provided for 5 years from completion of the E-Rate application and funding process is included in the total charge for Services.

Performance

2. The parties agree to everything necessary to ensure that the terms of this Agreement take effect.

Compensation

3. Universal Service Administrative Corporation (USAC) administers Schools and Libraries E-Rate and Emergency Connectivity Fund programs.

Schools and Libraries E-Rate funds in two categories; Category One Telecommunications and Internet Services and Category Two Internal Connections and Basic Maintenance.

E-Rate Category One Telecommunications and Internet Services: The District will pay to the Consultant compensation on the following basis: Total annual charge for the service will be \$7,000.00, for submission of District's E-Rate application for Category One, Telecommunications and Internet Services application. This work will be billed in two equal stages; upon submission the of District's E-Rate application (Form 471) for the funding year and upon receipt of E-Rate Funding Commitment Decision Letter.

E-Rate Category Two Internal Connections and Basic Maintenance applications are filed separately from Category One application and are District specific. Upon the request of the District, an E-Rate application requesting discounts for eligible Category Two equipment and services will be filed. For submission of an E-Rate Category Two application, the District will pay to the Consultant compensation on the following basis: \$1,000 or 3% of the Internal Connections/Basic Maintenance discount approved by the Schools and Libraries Division, whichever is greater. Total cost for Category Two application shall not exceed \$10,000.00. This will be billed upon receipt of E-Rate Funding Commitment Decision Letter approving discount funding.

Provision of Extras

4. District agrees to provide, for the use of the Consultant in providing the services, the following extras: District to provide access to previous E-Rate filings, communications billing records, any communications service contracts and State of California Department of Education CALPADS 1.17 report for 2021-2022 Academic Year.

Confidentiality

5. The Consultant agrees that he will not disclose, divulge, reveal, report or use, for any purposes, any confidential information with respect to the business of District, which the Consultant has obtained, except as may be necessary or desirable to further be business interests of District.

Non-Solicitation

6. The Consultant agrees that during the term of this Agreement and for a period of 5 years after the termination of this Agreement, the Consultant will not in any way directly or indirectly:
 - A. Induce or attempt to induce any employee of other service provider of to quit employment or retainer with District;
 - B. Otherwise interfere with or disrupt District's relationship with its employees or other service providers;
 - C. Discuss employment opportunities or provide information about competitive employment to any of District's employees or other service providers;
 - D. Solicit, entice, or hire away any employee or other service provider of District.

Ownership of Materials

- 8 All materials developed, produced, or in the process of being so under this Agreement, will be the property of District. The use of the mentioned materials by District will not be restricted in any manner.

Return of Property

- 9 Upon expiration or termination of this Agreement, the Consultant will return to District any property, documentation, records, or confidential information which is the property of District.

Assignment

- 10 The Consultant will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of District.

Capacity/Independent Contractor

- 11 It is expressly agreed that the Consultant is acting as an independent contractor and not an employee in providing the Services under this Agreement. The Consultant and District acknowledge that this Agreement does not create a partnership or joint venture between District and Consultant and is exclusively a contract for service.

Modification of Agreement

- 12 Any amendment or modification of this agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Notice

- 13 All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:

- A. Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, California 95401
Attn: Adrian Bica, Executive Director Technology
E-mail: abica@srcs.k12.ca.us

- B. Aarrestad-Gjervik Consulting
4763 Saddle Club Lane
Santa Rosa, California 95409
Attn: Rich Tunheim
E-mail: rich@aagjconsulting.com

Or to such other addresses to which any Party from time to time notify the other.

Costs and Legal Expenses

- 14 In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Entire Agreement

- 15 It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Limitation of Liability

- 15 It is understood and agreed that the Consultant will maintain liability insurance limited to \$1,000,000.00 for any loss (whether direct, indirect or consequential) to the District or any other

party which may arise from the provision of the Services. Proof of Insurance available upon request.

Indemnification

16 The Consultant will indemnify and hold District harmless from any claims against District by any other party, arising directly or indirectly out of the provision of the Services by the Consultant.

Governing Law

17 It is the intention of the parties to this Agreement that this Agreement and performance under this Agreement, and all suits and special proceedings under this agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Termination

18 District may terminate this agreement by giving thirty (30) calendar days written notice to Consultant. In the event District elects to terminate the agreement without cause, it shall pay Consultant for services rendered to such date. If either party fails to perform any of its obligations under this agreement, within the time and in manner provided, either party may terminate this agreement, without giving thirty (30) days notice, merely by giving written notice of the termination, stating the reason for the termination. Consultant shall receive payment for all services satisfactorily rendered to such date.

Severability

19 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

20 The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown by their respective duly authorized representatives

SANTA ROSA CITY SCHOOL DISTRICT

AARRESTAD-GJERVIK CONSULTING

Rich Tunheim

By: _____

By: Rich Tunheim

Title: _____

Title: Consultant

Date: _____

Date: 7/1/2024

aarrestad-gjervik consulting
4763 Saddle Club Lane
Santa Rosa, CA. 95409
Phone: 707-228-9357
Fax: 888-812-8992
rich@aagiconsulting.com

1-Sep-24
Invoice: SRCS C2 2024

Santa Rosa City Schools
211 Ridgway Ave.
Santa Rosa, CA. 95401

E-Rate Year 27 (2024-2025) E-Rate Consulting Services

| | <u>Amount</u> |
|---|------------------------|
| Category Two Internal Connections | |
| E-Rate Year 27 (2024-2025) Category Two Services | |
| SPURR Form 470 220002709 | |
| Managed Internal Broadband (RUBI) Service | |
| Switches | |
| Uninterrupted Power Supplies | |
| Form 471 Application 241035983 Submission | |
| Funding Request 2499052458 - DGI RUBI Switches | |
| Funding Request 2499052473 - DGI RUBI UPS | |
| Program Integrity Audit | |
| Eligibility of Products and Services | |
| Category Two Budget | |
| Discount Validation | |
| Form 486 362843 Receipt of Service Submission | |
| E-Rate Application Funding Approval | |
| Category Two Form 471 241035983 | \$ 1,401,913.00 |
| Consulting Fee E-Rate Year 27 (2024-2025) | \$ 10,000.00 |
| Total This Invoice | \$ 10,000.00 |



Solution Tree Purchase Agreement

Effective June 27, 2024 Solution Tree Inc. ("Solution Tree"), located at 555 N. Morton St., Bloomington, IN 47404, and Santa Rosa City Schools ("Customer"), located at 211 Ridgway Ave., Santa Rosa, CA 95401, agree as follows:

1. **Summary:** Customer will purchase the following Solution Tree products and services:

| Description | Payment | Expected Invoice Date |
|--|-----------------|-----------------------------|
| 2 CAPS Network Registrations: Principals | \$8,000 | Upon execution of Agreement |
| 7 CAPS Network Registrations: Teachers | \$7,000 | |
| Total | \$15,000 | |

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement plus any applicable taxes. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a monthly finance charge as allowed by law. Solution Tree will invoice Customer based on the following schedule:

3. **CAPS Network Registrations:** Customer will purchase 2 CAPS Network Registrations for principals for \$4,000.00 per registration and 7 CAPS Network Registrations for teachers for \$1,000.00 per registration for the 2024/2025 CAPS Network. Solution Tree will process CAPS Network Registrations upon receipt of a purchase order or full payment. Each CAPS Network Registration includes access to a CAPS Network Cohort and one book selected by Solution Tree and the CAPS Network presenters. Solution Tree provides each cohort with 6 days of professional development to be scheduled throughout one academic year.

4. General Terms

4.1. **Intellectual Property:** Customer acknowledges that all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement are pre-existing and that no materials will be developed specifically for Customer. All previously owned rights will be retained, and Customer may not reproduce any materials not designated reproducible without express written permission. All audio, video, and digital recording of the services by Customer is prohibited.

4.2. **Force Majeure:** If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:

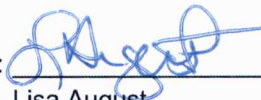
- a. If a Force Majeure Event prevents services from occurring on-site, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
- b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
- c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
- d. All obligations unaffected by a Force Majeure Event will remain in place.

4.3. Termination: Solution Tree may terminate this Agreement if Customer does not provide a purchase order at least 30 days before the first scheduled date.

4.4. Contingency: This Agreement is contingent upon the cohort reaching 100 participants. If the cohort does not reach 100 participants, Solution Tree may terminate this Agreement.

4.5. Entire Agreement: This Agreement, any purchase orders issued pursuant to this Agreement, any RFP in place between the parties, any other written agreement executed by the parties for the same services included in this Agreement, and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

By:  _____
Lisa August
Associate Superintendent of Business Services
Santa Rosa City School

7/8/24
Date

By: _____
Jessica Rodgers
Executive Director, CA State Office
Solution Tree
Date

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: ERIKa Ratto
Title: VICE PRINCIPAL
Phone: 707 890-3810 Ext. 53102
Email: CRatto@SRCS.K12.CA.US
Cell #: 707 481-2804
Fax: 707 890-3814

Who will receive and pay the invoices?

Contact: Kathy Hayes
Title: ADMIN ASST.
Phone: 707 890-3810 Ext. 53101
Email: khayes@SRCS.K12.CA.US
Fax: 707 890-3814

Shipping Information (required for resource delivery)

Shipping Contact: Kathy Hayes
Shipping Address: 599 Bellevue Ave.
City, State, Zip: Santa Rosa, CA 95404
Phone: 707 890-3810 Ext. 53101
Delivery Date: _____
Delivery Times: _____

Choose one: Do you have a Delivery Dock? NO
Do you have double doors (for pallet)? YES
Do you require inside delivery? yes



**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 Keystone Therapy & Education Inc., hereinafter referred to as “CONTRACTOR”.

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source (Code): N/A - - - - -

Funding Category: Base Supplemental Concentration
 Restricted: _____ Other: N/A

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: Students at schools opening Wellness Centers.

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

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

Contract Created by: Eric Lofchie Director Wellness & Engagement **Phone #:** (707)890-3800x80941
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: September 25, 2024 **Proposed Contract End Date:** July 31,2025

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

Verified by: _____ Date: _____
Fiscal Services Authorizer **LAST REVISED ON 3-12-24**

Summary:

This partnership between Keystone Therapy and Training Inc (KTS) and Santa Rosa City Schools (SRCS) will provide staffing for Wellness Centers by utilization of the Health Care Access and Information (HCAI) Certified Wellness Coaches Grant to serve in Wellness Centers in order to support students and allow the opening of wellness centers at High School Sites. Through SCOE SRCS has up to \$990,600 funding available through June 2026 through the HCAI Wellness Coaches Employer Support Grant awarded to SCOE and KTS. It is expected that the MOU will provide 5 Certified Wellness Coaches (CWCs). This partnership will allow SRCS to pilot CWCs without having to incur the risk of creating new SRCS positions that may be unsustainable based on uncertainty of the Children and Youth Behavioral Health Initiative (CYBHI) Multi-payer Fee Schedule implementation timeline. It is the intent of this pilot program to determine the viability of SRCS creating CWCs and moving forward with these positions funded by the Department of Health Care Services and the HCAI CWC Grant. All unused funding will remain available for SRCS to create internal CWCs if appropriate.

1. Services.

(a) DISTRICT's Responsibilities and Duties:

SRCS is interested in creating a pilot program that will establish Wellness Coaches to work in Wellness Centers as they open in our High Schools. SRCS will:

- Provide CONTRACTOR staff access to SRCS email, student information system, and Paradigm if services are tracked for reimbursement as part of the CYBHI Fee Schedule.
- Provide a desk in Wellness Centers.
- Participate in regular meetings to address the ongoing success of the partnership.
- SRCS Staff will collaborate with KTS Wellness Coaches to implement this pilot program.
- Approve additional functions and activities.
- Determine what sites are prioritized for placement of KTS Wellness Coaches.

(b) CONTRACTOR's Responsibilities and Duties:

- KTS is responsible for the hiring process up to 5 CWCs.
- KTS is responsible for providing appropriate supervision for their CWCs.
- KTS is responsible for the professional development training of all CWCs.
- KTS is responsible for providing laptops for CWCs.
- Keystone will provide support in ensuring the certification process for each CWC is completed.
- Keystone will collaborate with SRCS's secondary school Wellness Center sites to implement the Programming outlined in Section 4.
- Keystone will maintain MOU agreement with SCOE for the implementation of the HCAI Wellness Coach Employer Support Grant.

CWCs Will Provide:

WELLNESS CENTER DROP IN SUPPORT

- Maintain a consistent presence in the Wellness Center, especially during drop-in hours.
- Manage an orderly flow of students in and out of the Wellness Center.
- Meet, greet and triage all students within the Wellness Center.
- Engage students in coping and self care activities.
- Gather and provide health education resources to students.
- Create and maintain inviting space for students.

WELLNESS SERVICES AND SUPPORTS

- Collaborate with Wellness Center Team to make appropriate referrals of students to members of the Wellness Team, to on and off site services and/or to school site programs or personnel.
- Track referrals and follow-up with students in collaboration with the SBT.
- Oversee coordination of Wellness support/empowerment groups.
- Coordinate school-wide health awareness events with SBT and Peer Programs.
- Support Wellness Youth Development Programs in partnership with SBT and Peer Programs.
- Attend Student Success Team and Case Management meetings, as appropriate.

WELLNESS OUTREACH

- Facilitate outreach for Wellness Center including site-specific outreach materials and presentations.
- Publicize Wellness support/empowerment groups, school-wide health events and classroom workshops.
- Act as Wellness Liaison for Student Clubs.
- Help develop, monitor and maintain site-specific Wellness Websites.
- Develop social media presence for Wellness Center
- Conduct regular Wellness outreach
- Assist SBT with outreach at Back-to-School Nights, PTSA Meetings, School Site Council, etc.

DOCUMENTATION AND DATA COLLECTION

- Document students seen and activities performed in the data management system.
- Enter all student utilization data for Wellness providers (specifically CBOs).
- Assist with ongoing data collection including Wellness evaluation surveys and Youth Truth

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on 10/24/2024, and will continue through 6/30/2025, 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 **ZERO** Dollars (\$0). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

No Fiscal Impact beyond utilization of HCAI Wellness Coach Employer Support Grant allocations to SRCS from SCOE. SCOE will be responsible for paying Keystone Therapy & Training Services Inc. KTS will not receive funding unless they have placed CWCs at SRCS sites.

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?):

DOCUMENTATION AND DATA COLLECTION

- Document students seen and activities performed in the data management system.
- Enter all student utilization data for Wellness providers.
- Assist with ongoing data collection including Wellness evaluation surveys.

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

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

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

7. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

15. Ownership of Work Product: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any work product gathered or computed by CONTRACTOR prior to termination of this CONTRACT by DISTRICT or upon completion of the work pursuant to this CONTRACT.

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@sres.k12.ca.us

CONTRACTOR:

Name: [Fill In Contractors Name]

Street: [Fill In]

City/State/Zip: [Fill In]

Phone: [Fill In]

Email: [Fill In]

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

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: _____

Lisa August

Print Name: _____

Associate Superintendent

Title: _____

shoyos@srcs.k12.ca.us

Email: _____

707-890-3800 x80201

Phone: _____



**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: **October 2, 2024**

Contract: **#24-IE-119**

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: 10/23/24 Event: 10/24/24 Take Down: 10/24/24)

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 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 deters from the stated, agreed upon purpose, without prior written consent from FAIR, FAIR may terminate this LICENSE immediately:

«EVENT_TYPE»

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: \$1,968.75 ("Base Facility Rental Fee")

LICENSEE hereby agrees to pay FAIR as the Facility Rental Fee an amount equal to \$1,968.75 ("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. 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). 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

DATE: 10/10/24

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 (includes Audio & 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

| FACILITIES – OUTSIDE/OTHER - Continued | DESCRIPTION | | MISCELLANEOUS | PRICE PER DAY |
|--|---------------------------|--|---------------------------------|--------------------------|
| 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 |
| RENTAL EQUIPMENT/SERVICES | DESCRIPTION | | MISCELLANEOUS | PRICE |
| 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

| RENTAL EQUIPMENT/SERVICES - Continued | DESCRIPTION | | MISCELLANEOUS | PRICE |
|---|---------------------|----------------------------|------------------------------|--------------|
| 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 |
| ELECTRICAL | DESCRIPTION | | MISCELLANEOUS | PRICE |
| 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

| ELECTRICAL - Continued | DESCRIPTION | | MISCELLANEOUS | PRICE |
|--|-------------------------|--|----------------------|---|
| 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 |
| HORSE SHOW ARENAS (Chris Beck, Lyttle Cow Palace & Warm-up Arena) | DESCRIPTION | | MISCELLANEOUS | PRICE |
| 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 |
| Lyttle Cow Palace (with stall rental) | | | | \$895.00 |
| Lyttle 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: 117041
 Entered On: 10/02/24

**Santa Rosa City Schools-CAREER DAY 8TH GRADE STUDENTS
 (HOF-1400) (26029)**

Start-End: Wed 10/23/24 12:30 PM - Thu 10/24/24 02:30 PM

| | |
|------------|---------------------------------------|
| Function: | Space & Statistics |
| Start-End: | 10/23/24 12:30 PM - 10/24/24 02:30 PM |
| Requestor: | Santa Rosa City Schools |

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

| Description | Start-End | Ordered | Rate | Charges |
|--|---------------------------------------|----------|-----------------------|-----------------|
| Hall of Flowers - Base Rate | 10/24/24 07:30 AM - 02:30 PM | 1.00 DAY | 2,100.00 DAY | 2,100.00 |
| Security Deposit - \$300 | 10/23/24 12:30 PM - 10/24/24 02:30 PM | 1.00 EA | 300.00 EA | 300.00 |
| Hall of Flowers - Base 25% WEEKDAY DISCOUNT | 10/23/24 12:30 PM - 10/24/24 02:30 PM | 1.00 DAY | -525.00 DAY | -525.00 |
| WiFi - Buyout Grace & HOF | 10/23/24 12:30 PM - 10/24/24 02:30 PM | 1.00 \$ | 687.50 EA | 687.50 |
| Portable Sound System Rental Fee | 10/23/24 12:30 PM - 10/24/24 02:30 PM | 1.00 EA | 250.00 EA | 250.00 |
| Hall of Flowers- Set-Up Rate | 10/23/24 12:30 PM - 04:30 PM | 1.00 DAY | 525.00 DAY | 525.00 |
| Hall of Flowers - Setup 25% WEEKDAY DISCOUNT | 10/23/24 12:30 PM - 02:30 PM | 1.00 DAY | -131.25 DAY | -131.25 |
| Complimentary Tables - 8' | 10/23/24 12:30 PM - 10/24/24 02:30 PM | 5.00 EA | 0.00 EA | 0.00 |
| Complimentary Chairs | 10/23/24 12:30 PM - 10/24/24 02:30 PM | 50.00 EA | 0.00 EA | 0.00 |
| Hall of Flowers Ceiling Drop | 10/23/24 12:30 PM - 10/24/24 02:30 PM | 5.00 EA | 50.00 EA | 250.00 |
| Pipe & Drape (30x30 booth) | 10/23/24 12:30 PM - 10/24/24 02:30 PM | 1.00 EA | 150.00 EA | 150.00 |
| Small Plastic Chair | 10/23/24 12:30 PM - 10/24/24 02:30 PM | 70.00 EA | 2.00 EA | 140.00 |
| Table- 8' Rectangular | 10/23/24 12:30 PM - 10/24/24 02:30 PM | 55.00 EA | 15.00 EA | 825.00 |
| | | | Total Charges: | 4,571.25 |

Service Order Confirmation

Order: 117041
Entered On: 10/02/24

Santa Rosa City Schools-CAREER DAY 8TH GRADE STUDENTS (HOF-1400) (26029) Start-End: Wed 10/23/24 12:30 PM - Thu 10/24/24 02:30 PM

Notes: SIGNED LICENSE AGREEMENT, PAYMENT OF BALANCE AND INSURANCE ARE DUE UPON RECEIPT (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 Date: Thursday, October 24, 2024 (set-up 10/23, 12:30-4:30pm) Hours: 9am-12:30pm Expected Attendance: 1,400

EVENT CONTACTS: Debi Cardozo 707-890-3800

FAIR STAFF CONTACTS: Ryan Yeager 707-481-2177, Don Walsh 707-228-8717, 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: 4,571.25

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

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:

X

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.

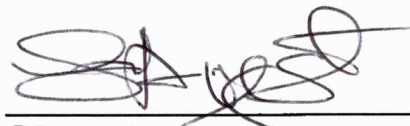
I HEREBY CERTIFY THAT I HAVE NO PAID OR VOLUNTEER EMPLOYEES THEREFORE, WORKERS' COMPENSATION INSURANCE WHICH IS REQUIRED FOR EACH CONTRACT AS STATED IN THE SONOMA COUNTY FAIRGROUNDS INSURANCE REQUIPMENTS UNDER "WORKERS' COMPENSATION INSURANCE" SECTION, DOES NOT APPLY TO ME.

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".

090124

SANTA ROSA CITY SCHOOLS

PRINT – Name as indicated on the License Agreement



Signature

10/10/24

Date

CLINICAL PRACTICUM AGREEMENT

This Agreement is between Santa Rosa City Schools ("District") ("Practicum Site") and The Trustees of the California State University on behalf of California State University, Northridge ("University"), and is effective as of October 1, 2024

A. Clinical Site is a general acute care hospital, medical center, skilled nursing facility, private practice clinic or is an independent or unified school district.

B. University operates a fully accredited program offering a **Master of Science Degree in the field of Speech Language Pathology and a Clinical Doctorate Degree in the field of Audiology (AuD)**. The speech-language pathology graduate program is accredited under the standards of the Council on Academic Accreditation of the American Speech-Language-Hearing Association (ASHA). The audiology program has been granted "formal developing status" under the Accreditation Commission for Audiology Education (ACAE) accrediting body. CSUN is accredited by The Western Association of Schools and Colleges (WASC).

C. The purpose of this agreement is to provide the graduate training for the Master of Science in Communication Disorders and Sciences, the Speech Language Pathology Assistant Fieldwork Program, and/or the Clinical Doctorate degree in Audiology. The parties will both benefit by making a clinical training program ("Program") available to University students at the Clinical Site.

The parties agree as follows:

I. UNIVERSITY'S RESPONSIBILITIES

A. Student Application. The student shall file an Application for Clinical Privileges. Pertinent information, which shall include the student's name, address, and telephone number, shall be sent to the clinical site. Clinical Site shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. University shall notify the clinical site supervisor of student assignment, including the name of the student, level of academic preparation, and length and dates of proposed clinical experience.

C. Department Faculty. University shall assign members of the department's faculty or University's Clinical Director or University's Distance Learning Coordinator to provide professional mentoring and advice to the Clinical Site's Program Supervisor through the term of this agreement in order to assist in the education of the student.

D. Records. University shall maintain all personnel records for its staff and all academic records for its students.

E. Student Responsibilities. University shall notify students in the program that they are responsible for:

1) Complying with Clinical Site's clinical and administrative policies, procedures, rules and regulations;

2) Arranging for his/her own transportation and living arrangements;

3) Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by the Clinical Site;

4) Procuring and maintaining in force health insurance coverage throughout the term of the student's practica at the Clinical Site.

5) Maintaining the confidentiality of patient information.

a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the program is forbidden except as a necessary part of the practical experience.

b) Neither the University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by clinical site that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations.

c) Clinical Site shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents.

5) Complying with Clinical Site's dress code and wearing name badges identifying themselves as students.

6) Insurance requirements. See Section 5, Paragraph B.

F. Payroll Taxes and Withholdings. University shall be solely responsible for any payroll taxes, withholdings, and insurance or benefits of any kind for University's employees, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, from the University. For purposes of this agreement, however, students are trainees and shall be considered members of Clinical Site's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.

II. CLINICAL SITE RESPONSIBILITIES

A. Clinical Experience. Clinical Site shall accept from University the student and shall provide the student with supervised clinical experience, meeting the ASHA/ACAE requirement and any state licensure laws, as applicable.

B. Records and Evaluations. Clinical Site shall maintain complete records and reports on student's performance and provide an evaluation to University on forms the University shall provide.

C. Withdrawal of Students. Clinical Site may request that University withdraw from the program any student whom Clinical Site determines is not performing satisfactorily, refuses to follow Clinical Site's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing. Once the University receives the request in writing, the University will take appropriate steps to comply.

D. Emergency Health Care/First Aid. Clinical Site shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as otherwise provided in this agreement, Clinical Site shall have no obligation to furnish medical or surgical care to any student.

E. Clinical Site's Confidentiality Policies. As trainees, students shall be considered members of Clinical Site's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Clinical Site's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Clinical Site shall provide students with substantially the same training that it provides to its regular employees.

F. Clinical Supervisor Requirements. Clinical Site shall provide the Clinical Supervisor with sufficient and specific time in the work schedule to carry out the supervision duties of the student's clinical practicum. The supervision duties fulfill the requirements of the accreditation of the graduate program so that the student will meet requirements for state license, and certification. The minimum requirements for these duties include:

- 1) Allocation of sufficient time to directly observe a minimum of twenty five (25) percent of treatment and assessment sessions of a client or groups of clients by the student during the supervised practicum.
- 2) Allocation of sufficient time to meet directly with the student for purposes of supervision feedback and discussion periodically during the course of supervision.
- 3) Allocation of sufficient time for the Clinical Site Supervisor to communicate with the University's Clinical Coordinator or Clinical Course Instructor.
- 4) Allocation of specific time in order to be present at the clinical site during the period that the student will be providing clinical services under this agreement.

III. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

IV. STATUS OF UNIVERSITY AND CLINICAL SITE

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are considered members of Clinical Site's "workforce" for purposes of HIPAA compliance.

V. INSURANCE

A. University Insurance. University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by University's employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law. Insurance shall provide for not less than thirty (30) days' notice of cancellation to Clinical Site. University shall provide Clinical Site with evidence of the insurance required under this paragraph upon request of the Clinical Site. University shall promptly notify Clinical Site of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

B. Student Insurance. School shall require that during the term of each student's clinical rotation, each student shall be covered by comprehensive general and professional liability insurance to protect the student, Facility and University against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such insurance shall be with limits not less than \$1 million each claim, \$3 million policy aggregate, on a claim made basis including three (3) years extended reporting period.

C. Clinical Site Insurance. Clinical Site shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. Clinical Site shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as

required by law. Insurance shall provide for not less than thirty (30) days' notice of cancellation to University. Clinical Site shall provide University with evidence of the insurance required under this paragraph upon request of the University. Clinical Site shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

VI. INDEMNIFICATION.

A. University agrees to indemnify, defend and hold harmless Clinical Site and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from University's sole negligence, or in proportion to the University's comparative fault.

B. Clinical Site agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from Clinical Site's sole negligence, or in proportion to the Clinical Site's comparative fault.

VII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect for five (5) years.

B. Renewal. This Agreement may be renewed by mutual agreement.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any cohort in which termination would otherwise occur.

VIII. GENERAL PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section I, Paragraph E, subdivisions 5.a), 5.b), and 5.c); Section I, Paragraph F, to the extent it provides that students are members of Practicum Site's "workforce" for purposes of HIPAA; Section II, Paragraph E; and Section IV. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees, in addition to such other relief as the court may deem appropriate.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

I. Clinical Site is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Clinical Site is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. Clinical Site, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Clinical Site will take steps to comply with the modified, changed or updated guidelines or directives. If at any time Clinical Site becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the Communication Disorders and Sciences Program of that fact.

IX. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

UNIVERSITY
California State University, Northridge
Purchasing & Contract Administration
18111 Nordhoff Street
Northridge, CA 91330-8231

CLINICAL SITE
Santa Rosa City Schools ("District")
Print Name of Site
211 Ridgway Avenue
Print Street Address
Santa Rosa, CA 95401
Print City and State

Phone: 818-677-2069

Phone #: 707-890-3800

Email: mariamelissa.atienza@csun.edu

E-Mail _____

Signature By: Maria Melissa Y. Atienza

Signature By: 

Name: Maria Melissa Y. Atienza
Title: Contracts Specialist, Purchasing &
Contract Administration

Print Name: Lisa August
Print Title: Associate Superintendent

Date: 9.25.2024

Date: 9/24/24

Department of Communication Sciences & Disorders
College of Health and Human Development
18111 Nordhoff Street
Northridge, CA 91330-8279
Attn: Rosie Quezada, Diana Cabral, Sarah Cathcart, Odette Arman,
Janice Woolsey, Laura Ballan