



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 **MAXIM Healthcare Staffing**, 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

(Elem 70% 01-6500-0-5750-1180-5875/5175-119-5198)

Funding Source: (Sec 30% 01-6500-0-5750-1180-5875/5175-249-5198)

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration

X Restricted: _____ ☐ Other: _____

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

Contract is: ☐ New ☒ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: Sixty (60)

Approved at Site by*: _____ **Date:** _____

* Signature - **FOR CONTRACTS ORIGINATED BY SCHOOL SITE**

Departmental Approval:** Steve Mizera **Date:** 1/19/23

** Signature - **DISTRICT OFFICE DEPT. SIGNATURE**

Contract Created by: Steve Mizera **Phone #:** 707-890-3800 x80805

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 1/26/2023 **Proposed Contract End Date:** 6/30/2023

Requisition #: R23-04027

BUSINESS SERVICES USE ONLY

Verified Receipt of: ☐ Insurance(s) ☐ W-9 Form ☐ HR Clearance, if applicable

Funding Source /Funding Category verified: ☐ YES ☐ NO **Board Approval Date:** _____

Verified by: _____ Date: _____

Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

The District (LEA) shall comply with the provision detailed below throughout this agreement.

- Provide regular assignments in a timely manner
- Place Vendors in appropriate placements for the individual's skill level
- Provide timely feedback to the Vendor regarding individual competencies
- Meet and consult with the Vendor as needed providing information and training for specific assignments.
- Respond for payment within the time outlined in the agreement

(b) CONTRACTOR's Responsibilities and Duties:

The Agency (Contractor) shall provide services and meet all components of this agreement outlined below:

- Provide individuals for services that are cleared and trained in accordance with the Sonoma SELPA Master Contract
- Provide the District with the NPA07 "Lea Verification of Behavior Training"
- CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2.
- As directed by District Staff, follow directive and procedures to the degree requested within the scope of duties
- As directed by District Staff, follow district approved behavioral guidelines including but not limited to; data collection, fade out plans, implementation of behavioral plan and behavioral goals, and support classroom management strategies.
- Support the Implementation of district approved crisis management system.
- If requested by the District the Vendor shall send representation to any legal proceeding or IEP in consultation with the District and at a rate to be determined.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on January 26, 2023, and will continue through June 30, 2023, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed six hundred and fifty thousand Dollars (\$650,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

See the attached rate sheet.

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?):

Services will be provided in alignment with the Contractor provisions outlined below. -The Contractor will provide appropriately trained employees to fill vacant positions in Special Education classrooms in a timely manner.

The Contractor will timely notify the school site and the program operator of any absences of any of the contractor's employees.

-The Contractor will attempt to provide a substitute for the above absence if available. Individual employee absence rates greater than 5% will be discussed with the Contractor

-The Contractor will maintain progress monitoring data on inclusion cases to support students' movement towards LRE as directed by the case manager.

The contractor will Support the student's IEP interventions in the following areas: behavior, self-help (toileting, light medical), academic accommodations/ modifications, and vocational training resulting in the student accessing their FAPE.

-Contractor will document in the system determined by the District required notes or billings as included in the hours during the work day.

Renewal will be based on:

-95% attendance rate of Contracted Placements

-80% of absences notified to the site administrator at least 8 hours in advance

-Percentage of vacancies filled

-98% positive response from the local site administrators and Special Education Program Managers about the work performance of the employees, as measured by an end of the year Renewal Survey.

-95% participate in PProAct training or are actively signed up to proact when requested.

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

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

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

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@sres.k12.ca.us

CONTRACTOR:

Name: Maxim Healthcare Staffing

Street: 2100 Powell Street Ste. 620

City/State/Zip: Emeryville, CA 94608

Phone: 510-982-3817

Florence Ugokwe, flugokwe@maximstaffing.com

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

22. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such

unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

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

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

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

THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF _____, 202__.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: _____

Lisa Cavin

Florence Ugokwe

Associate Superintendent

Assistant Controller

mmartin@srcs.k12.ca.us

flugokwe@maximstaffing.com

707-890-3800 x80201

410-910-9238

RATE SHEET



AGREEMENT AMENDMENT

This Amendment (hereinafter “Amendment”) to the SANTA ROSA CITY SCHOOLS SERVICE CONTRACT (hereinafter “Agreement”) is entered into this 26 day of January, 2023, by and between **Santa Rosa City Schools** located at 211 Ridgway Ave, Santa Rosa, CA 95401, referred to in this Agreement as “Customer,” and **Maxim Healthcare Staffing Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 2100 Powell St, Ste 620, Emeryville, CA 94608, referred to in this Agreement as “Maxim.”

RECITALS

WHEREAS, Customer and Maxim entered into the Agreement, with an effective date of January 26, 2023;

WHEREAS, Customer and Maxim wish to amend the Agreement to incorporate the following terms and conditions;

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, Customer and Maxim hereby agree to amend the Agreement to reflect the following terms and conditions.

1. The following rates shall be applicable as of the Effective Date listed below:

Services	Rate
Speech Language Pathologist	\$94.80/hr - \$130/hr
Speech Language Pathologist Assistant	\$52.67/hr - \$75/hr
Behavior Technician	\$50/hr
Board Certified Behavior Analyst	\$130/hr
School Psychologist	\$106.56/hr - \$140/hr
Adapted Physical Education Teacher	\$90/hr
Occupational Therapist	\$90.58/hr - \$110/hr
COTA	\$53.28/hr - \$75/hr
Registered Nurse	\$70/hr - \$80/hr
District Nurse	\$84.26/hr - \$105.33/hr
Licensed Vocational Nurse	\$55.41/hr - \$65/hr
School Aide	\$45/hr
Admin Assistant	\$45/hr - \$50/hr
Special Education Teacher	\$85/hr
Physical Therapist	\$90.58/hr - \$110/hr
Social Worker	\$75/hr - \$90/hr

2. All other terms and conditions will remain unchanged as stated in the Agreement.



Proposal/Contract **R1**

To: Santa Rosa City Schools
211 Ridgway Ave

Date: January 17th 2023

Customer# 6309

Email: dharden@srcs.k12.ca.us

Santa Rosa, Ca. 95401

Location: Helen Lehman Elementary, 1700 Jennings Ave. Santa Rosa

We propose to perform the equipment installation and/or services for the location specified above and as detailed in the following Scope of Work. Any additions, changes or revisions to the above dated bid documents or the below scope of work and exclusions will be provided for on a time and material basis only after prior written approval has been received from the owner or customer. This proposal is good for **15 days** from the date above.

Scope of Work: To Replace (3) Classroom B7,B8, B9 roof top Gas/package packaged with Carrier gas package unit's

- Provide crane sub-contractor to replace (3) packaged unit
 - o Precision Crane Service Lic # 440078
 - o (Encroachment permit excluded if required)
- Disconnect (3) existing roof top packaged unit and dispose of properly through certified California recycler
- Install Carrier Standard Efficient 14 SEER Roof Top Gas Packaged unit
 - o RTU Model# 48VLNC360605
 - 3 Ton Capacity
 - Single Stage Compressor
 - 208/230 volt 3 phase
- Install (3) new gas valve /flex at new unit
- Install (3) new 3-phase service disconnect and use existing electrical circuit
- Install (3) new watertight electrical whip from new service disconnect to new rooftop unit
- Install (3) new 3/4" drain to gutter on back side of classroom's
- Connect new unit to existing controls
- Perform start up on equipment and verify proper function and airflow
- Any repairs or replacement is not a part of this contract and will be performed on Time and Material or at fixed price.

Grand Total of Proposal with tax and labor (less Permits, fees, Title 24 and duct testing).....\$30,000.00

Bid Bond / Performance Bond.....\$400.00

Exclusions Engineering, Mechanical Drawings, Load Calcs, Electrical, Electrical upgrades, outside air calculations, structural modifications, existing roof curbs, gas line upgrades, ODCV if required, ADA upgrade if required , existing thermostat control wire, existing roof conditions, parking lot usage, existing ductwork, permit for crane easement if required, shift work, over time, painting and patching

Deluxe Warranty Includes: Five years on heat exchanger, five years on motor and compressor, one years on parts, one-year manufacture labor warranty, and one year extended Peterson Mechanical warranty *for complete two year labor warranty from the date of install.*

Peterson Mechanical

Scott Peterson January 17, 2023

Scott Peterson Date
Service Director

Signature Date

Title

Mechanical Contractor

License #171486

21819 – 8th Street East • P.O. Box 450 • Sonoma, CA 95476
Telephone (707) 938-8481 • petersonmechanical.com • Fax (707) 938-1437

Page 1 of 2



***Please Note: Once you are ready to proceed with the proposed work, please circle the options you are requesting (if necessary), sign and date the proposal, then either e-mail, fax, or mail back the signed copy. service@petersonmechanical.com, Fax: 707-933-3730, mailing address: 21819 8th Street East, Sonoma CA 95476. ***

A 50% down payment is due upon signing.

Payments are to be made in U.S funds. Peterson Mechanical, Inc. accepts approved MasterCard and Visa credit cards which, if used for payment, will include a 3% pass through surcharge on any invoice over \$1000. Partial credit card payments will incur a 3% pass through surcharge fee.

Unless otherwise specified in writing herewith - all invoices are net due 30 days from date of invoice.

Peterson Mechanical, Inc. reserves the right to charge and collect a 1% per month late fee on all invoices remaining unpaid over 30 days from date of invoice.

Mechanical Contractor

License #171486

Page 2 of 2

21819 – 8th Street East • P.O. Box 450 • Sonoma, CA 95476
Telephone (707) 938-8481 • petersonmechanical.com • Fax (707) 938-1437



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 Carla Barber, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-9109-0-1397-2490-5800-109-5109

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration
☐ Restricted: _____ ☒ Other: Donations

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

Contract is: ☐ New ☒ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: 335

Approved at Site by*: _____ Date: 12/16/2022

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____ Date: _____

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Karla Kinder-Rippin, Proctor Terrace Phone #: 707-890-3950
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: January, 2023 Proposed Contract End Date: June 1, 2023

Requisition #: R23-01648

BUSINESS SERVICES USE ONLY

Verified Receipt of: ☐ Insurance(s) ☐ W-9 Form ☐ HR Clearance, if applicable

Funding Source /Funding Category verified: ☐ YES ☐ NO Board Approval Date: _____

Verified by: _____ Date: _____

Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

To pay the contractor.

(b) CONTRACTOR's Responsibilities and Duties:

Carla Barber is an outside contractor for Proctor Terrace Elementary School who provides a valuable service as the Garden Coordinator. She is responsible for managing operations and activities in the school garden. Ms. Barber maintained the garden throughout the summer. The garden provides a wonderful learning space for students to study plants and insects, life cycles, and participate in the upkeep and planting cycles of the garden. She also educates the students about harvesting, growing techniques, weeding and watering and serves as a liaison to the school community.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on January 1, 2023 and will continue through June 1, 2023, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed **Seven thousand two hundred fifty dollars. (\$7,250.00)**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Net 45

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

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

There is a Garden Committee, comprised of school staff and PTA Executive Board members monitoring the performance of the Garden Coordinator. The garden is to be properly maintained throughout the school year in order to provide a viable learning environment for our students.

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

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

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.
- (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.

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 x80201
mmartin@sres.k12.ca.us

CONTRACTOR:

Name: Carla Barber
Street: 1517 Parker Drive
City/State/Zip: Santa Rosa, CA 95405
Phone: 707-293-8153
Email: carlaflowercake@yahoo.com

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS DAY OF January 4, 2023.

DISTRICT

Signature: _____

Anna Trunnell
Superintendent

mmartin@sres.k12.ca.us

707-890-3800 x80201

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Print Name: Carla Barber

Title: Garden Coordinator

Email: carlaflowercake@yahoo.com

Phone: 707-293-8153

CONTRACT / SERVICE SITE TERMS for 2022-23 School Year

By signing the preceding page of the Community Matters (CM) Contract, Client further agrees to comply with the following Terms and Requirements. These Terms and Requirements also apply to all Recipient sites receiving services included in this Contract.

Program Commencement and Invoicing:

Program delivery commences upon receipt of the signed contract. Program delivery includes access to program materials, pre- and post-training coaching and technical assistance by Community Matters staff and the on-site or virtual training delivery. Invoices are sent upon receipt of the signed contract by Community Matters.

Rescheduling and Cancellation:

Once the contract is signed, if Client cancels or reschedules the service, Client will be held responsible for up to 50% of the regular price of the service. If Client cancels or reschedules within 2 weeks of the scheduled training dates, Client will be held responsible for up to 100% of the regular price of the service. Client is responsible for travel fees incurred up to the time of cancellation.

COVID-19: If the client is forced to cancel or reschedule due to last minute pandemic related changes in the school structure, Community Matters will work with the client to avoid or mitigate any cancellation or rescheduling fees.

Grant funded schools: *The client, not the funder, will be responsible for cancelation or postponement fees.*

Preparation Tasks:

Prior to scheduled training, CM provides designated staff at Recipient site(s) ("Program Advisor") with coaching and support directly related to planning, preparation & successful execution of the program. Proper preparation is critical and makes it possible for CM to provide our highest level of service and ensure success. This includes, but is not limited to, providing suitable working space(s), recruiting and preparing participants (as appropriate), providing supplies & equipment, and printing participant handouts provided by CM, unless noted otherwise.

If Client fails to complete or fulfill any of these requirements, CM may (at its sole discretion), at any point up to and including the first day of the training, postpone the training. In such a situation, Client agrees to pay CM the fees specified in Rescheduling or Cancellation above. *Client agrees that CM shall not be liable for costs or consequences beyond its control, including but not limited to COVID related issues, weather conditions, traffic or travel delays.*

Liability for Services:

Client agrees to indemnify, defend, and hold harmless CM from all claims, damages, or liabilities arising from the service(s), provided however that the foregoing indemnification and hold harmless shall not apply to any claims, damages, or liability arising solely from the negligence or willful misconduct of CM or its agents.

CM agrees to indemnify, defend, and hold harmless Client from all claims, damages, or liabilities arising from the service(s), provided however that the foregoing indemnification and hold harmless shall not apply to any claims, damages, or liability arising solely from the negligence or willful misconduct of Client or its agents.

Non-Disclosure of Program Materials & Training:

As required for delivery of service(s), CM will provide information and/or training materials for participants. Client acknowledges that said information and materials, and the training delivery and sequence, are the result of extensive research and effort expended by CM and that same are considered by CM to be proprietary and a trade secret. Client warrants that neither its employees, agents, nor participants in the service(s) will provide, duplicate, or recreate any portion of the materials or the training received, without the prior express written consent of CM, except as provided below.

SSA ONLY: *Program Advisors at Recipient sites are provided with program materials as part of the Safe School Ambassadors Program. CM hereby grants Recipient site a limited and non-exclusive license to use these materials at and only at the school site receiving the program. Materials are not to be copied for any person(s) who are not serving as Safe School Ambassadors, Family Group Facilitators, or Program Advisors.*

Recording: Any audio, photographic or video recording of the service(s) is expressly prohibited, except for public relations purposes; total length of recorded segments may not exceed 15 minutes without prior written permission from CM.



Youth Training Supplies, Equipment and Room Configuration

Provide this list to the person making logistical arrangements for the Youth Training.

To ensure a successful training, please make the following arrangements. If you have any questions about any of these requirements, please contact Community Matters.

1. Printed Materials – available in Program Tools/Program Guides & Handbooks

- ☐ Adult Sign-in sheet – one copy per training
- ☐ Student Guidebook – one copy per student AND adult
- ☐ Adult Guidebook – one copy per adult

2. Supplies

- ☐ 2 flipchart easels and 2 pads of flipchart paper (at least 25 total sheets of blank chart paper.)
- ☐ 12+ multi-colored markers
- ☐ 1 roll of masking or blue tape
- ☐ Name tags for each participant
- ☐ Approximately 25 sheets of scratch paper
- ☐ 6 pads of 3" x 3" post-it notes
- ☐ Writing instruments for students (sharpened pencils for elementary students OR pens for middle/high students)
- ☐ **Safe School Ambassadors (SSA) Elementary School Training only:**
Backpack or bag with several heavy/dense objects (i.e. large books) to simulate the impact of mistreatment

3. Audio/Visual Equipment

- ☐ Voice amplification for Trainer (lapel microphone preferred)
- ☐ Audio Visual equipment such as **LCD Projector OR DVD player & monitor (TV)** with working remote and speakers or sound system.
* Trainer will connect with you to ensure compatibility of equipment

4. Food and Beverages

We recommend that you provide the following on each day:

- a. Morning snack
- b. Lunch
- c. Light snack for afternoon break
- d. Water throughout training

Since the training is so compressed, break time is limited. Therefore, if these items are not to be provided and students must bring and/or buy their own food and beverages, please note that we only have time for the following breaks:

- morning: 10 minutes
- noon/lunch: 30 minutes
- afternoon: 5 minutes

Youth Training Room Requirements and Configuration

1. Location:

- Conveniently located and accessible to participants
- Isolated from external distractions
- Larger than a regular classroom to accommodate group activities

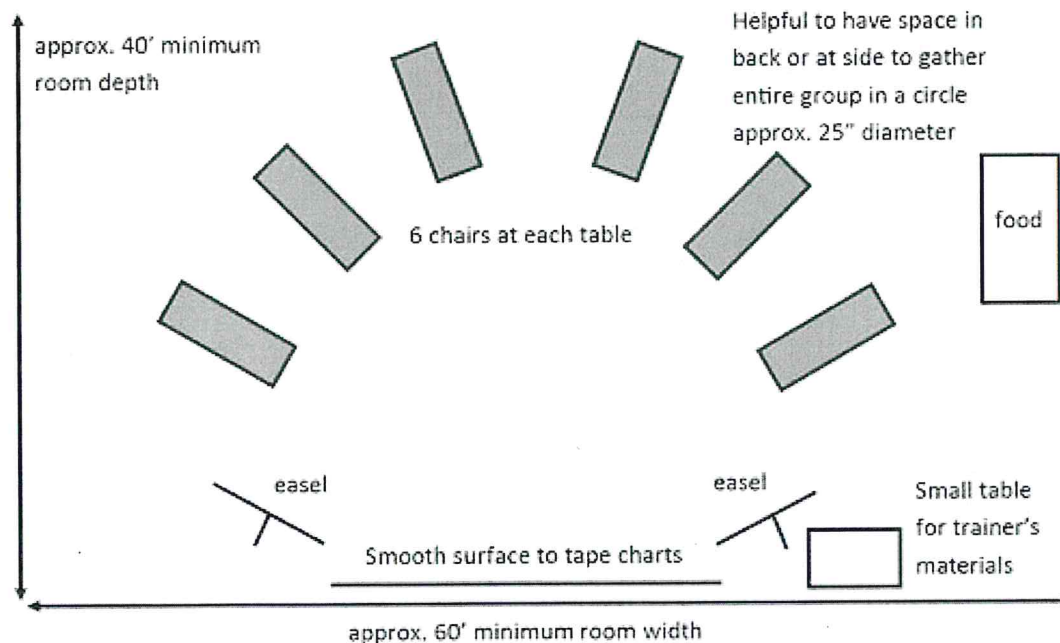
2. Room Requirements:

- Acoustics. Students need to be able to hear their peers doing role-plays, therefore a large gymnasium will not work. Carpeting is a big plus!
- Tables. 6-8 movable tables (6' rectangular or 4' rounds) we will do much of the work in small groups of 6-8 people.
- Chairs. Movable (not attached to the tables) and comfortable (ideally cushioned).
- Lights. Dimmable for video showing.
- Access. Trainer will need to access the room one hour prior to the start of the training and 30 minutes after the training.

3. Additional Room Preferences:

- In room temperature control
- Access to outside space
- Same room/space each day and the ability to leave materials overnight

4. Room Configuration: The following diagram is an example of a typical room layout





COMMUNITY
MATTERS

Empowering Youth
Transforming Communities

**Fax or e-mail to
Community Matters**

To: Finance Dept. _____ **From:** _____

Fax: 707-823-3373 _____ **Phone: 707-823-6159** _____

Date: _____ **Re: Billing information** _____

Please fill in the following information and return by fax or e-mail.

School/District name: _____

What organization should be billed for this service?

Name _____

Department _____

Address _____

City, State, Zip _____

Accounts Payable Email _____

Accounts Payable Contact _____

A/P Ph # _____ A/P Fax# _____

Do you use a purchase order or requisition to process invoices and payments?

- () No
- () Yes – Please fax or email to Community Matters prior to service
- () I have initiated a P.O.
- () P.O.# has been issued # _____

Do you have any other special billing requirements or procedures?

If you have your own school/district contract/agreement or any other documents that need to be completed, please send to Gina@community-matters.org

Community Matters • PO Box 14816, Santa Rosa, CA 95402 • (707) 823-6159 • www.community-matters.org

Contract	
DUE BACK BY:	
CM Contract #	4787
Date of Contract:	Dec 15, 2022

<p>Fax back to Community Matters 707-823-3373</p>
--

**Contract
between**

Community Matters - A California Not For Profit Corporation **and** **Montgomery High School**

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

1250 Hahman Drive
Santa Rosa CA 95405
707-890-3830

hereinafter referred to as "Client"

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

CM Will Deliver the services outlined below:

Service Code	Service Name and Description	Cost
SSAIM/H	Initial Mid/High - Safe School Ambassadors Training & Support	\$6,900.00
	For: Montgomery High School Santa Rosa CA	
	On: 22/23 School Year	
	Times: 2 full school days (6.5 hrs ea) PLUS 1 additional hour each day for adults	
	Deliverables: 1) Provide 2 days of on-site training for 15-40 NEW Safe School Ambassadors and 3 - 7 adults (1 adult per 6 students), as described in SSA program literature.	
	2) Provide program materials for all training participants. Includes post training support for implementation of program.	
	3) Provide up to 2 hours of program implementation support by phone, web and email.	
	22 City of Santa Rosa CHOICE22 Corday All Day Foundation	-\$6900.00
Service Subtotal:		\$0.00

Contract DUE BACK BY:	
CM Contract #	4787
Date of Contract:	Dec 15, 2022

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

Client Will fulfill the following obligations:

- Ensure a school or district employee will provide supervision at all times when the CONSULTANT has contact with pupils.
- Return this contract by to guarantee CM's availability for the Service(s) on the above date(s). Otherwise, all prior agreements may be voided.

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

Total Price: \$6,900.00

Total Awards -\$6,900.00

Rescheduling or Cancellation:

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

Estimated Grand Total: \$0.00

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

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

Signatures

For Community Matters

LeeAnn Lichnovsky

LeeAnn Lichnovsky

Date: 12/15/2022

For Client

Signature: _____ Date: _____

Name: Lisa Cavin Associate Superintendent

Organization: Santa Rosa City Schools

Attachments

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



Product Manager
James Wynder
JamesW@pqbids.com

12711 Newport Ave. Ste. G
Tustin, CA 92780
Tel 888-218-4173
PQBids.com

To: Santa Rosa City Schools

Date: January 9, 2023

Proposal for Prequalification of Prospective bidders Services Using Option 1

We at PQBids propose the following services to Santa Rosa City Schools in the amount of:

\$12,500 for 1 year
\$24,000 for 2 years
\$34,500 for 3 years

1. To utilize our on-line automated prequalification web based services for your school district.
2. Pre-qualify contractors using our 10 step questionnaire.
3. Conducts interview process of two (2) prior projects [Part of our scoring model].
4. Verify contractors past two (2) years of audited, or reviewed, financials.
5. We also verify their letter of bondability and verify their accountant release letter.
6. Verify that Contractors have registered with the D.I.R. due to the mandatory SB 854.
7. View all approved general contractors and sub-contractors on your homepage.
8. We will provide all technical support
9. We will send you complete prequalification questionnaire and financials at your request (please note all financial statements are not subject to be shared with any entity other than the awarding agency).
10. Contractors are approved for a term of 1 year from the date approved.
11. Appeals Procedure as per noted on our website and through our tutorials. PQBids excludes any and all appeals procedures.

Print Name: _____

Acceptance: _____

Date: _____

Authorized signature only



DocuPrint Plus Agreement

APPLICATION NO.

AGREEMENT NO.

32900 Alvarado-Niles Road, Suite 100 • Union City, CA 94587 • Phone: 510.214.4040 • Fax: 510.675.9272

The words User, Lessee, you and your refer to Customer. The words Owner, Lessor, we, us and our refer to KBA Document Solutions, LLC.

CUSTOMER INFORMATION

FULL LEGAL NAME City of Santa Rosa Elementary School District			EQUIPMENT LOCATION (IF DIFFERENT)		
STREET ADDRESS 211 Ridgway Avenue		PHONE 707-890-3800	CITY	STATE	ZIP
CITY Santa Rosa	STATE Ca	ZIP 95401	FAX	FEDERAL TAX I.D. #	

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES See Schedule A	SERIAL NO.	STARTING METER

☐ CHECK HERE FOR MULTIPLE PLACEMENTS - SEE ATTACHED SCHEDULE "A" OR BILLING SCHEDULE

TERM AND PAYMENT SCHEDULE

(The rent contract payment ("Payment") period is monthly unless otherwise stated.)

*plus applicable taxes

Months	Monthly Payment*	Inclusive Monthly Images		Overages Billed: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	
		Black & White Images	Color Images	Black & White Images	Color Images
12	\$ 28,680.00	2,200,000	55,000	\$.0045 per image*	\$.045 per image*

INSURANCE & TAXES

You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Agreement or the Equipment (see paragraphs 2 and 4 on page 2 of this Agreement). If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.

UCC & MISCELLANEOUS

You agree that we will file Uniform Commercial Code ("UCC") documents and obtain credit bureau reports. You authorize us to sign any documents in connection with the Uniform Commercial Code on your behalf. You agree to pay a one-time fee, not to exceed \$159.00 for the purpose of filing the UCC documents.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
PRINT NAME			

ACCEPTANCE OF DELIVERY

The undersigned hereby certifies that: (i) all of the above-described equipment (the "Equipment") has been delivered to the above-named customer (the "Customer") at the address indicated above, (ii) the Equipment has been installed, is fully operational and in good condition, and is unconditionally accepted.

	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATE OF DELIVERY

OWNER ACCEPTANCE

KBA Document Solutions, LLC			
OWNER	SIGNATURE	TITLE	DATED

1. **AGREEMENT:** For business purposes only, you agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. Unless otherwise stated in an addendum hereto, this Agreement will renew for 3-month term(s) unless you send us written notice at least 90 days (before the end of any term) that you want to return the Equipment. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** You agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to one of the following options, the selection of which is at our sole discretion: (1) we may obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement term and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You may be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance; or (2) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated residual value of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: WE ARE THE OWNER OF THE EQUIPMENT. YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. You agree that we may sell or assign the Agreement without notice and the new Owner will have the same rights that we have now and will not have to perform any of our obligations. You agree that the new Owner will not be subject to any claims, defenses, or offsets that you may have against us.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **FAXED OR SCANNED DOCUMENTS, OR E-SIGNATURE, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission, or e-signature of the documents. The parties agree that the original of this Agreement for enforcement and perfection purposes shall be that copy which bears your faxed, scanned or original signature, and which bears our original signature and such original shall constitute "Tangible Chattel Paper" under the UCC. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

8. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. THIS AGREEMENT IS A NET AGREEMENT, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

9. **LAW, JURY WAIVER:** Agreements, promises and commitments made by Owner, concerning loans and other credit extensions must be in writing, express consideration and be signed by Owner to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Owner or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Owner or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

10. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance by supplier during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation, black toner and developer, and color toner and developer (if applicable). Paper and staples must be separately purchased by you. If necessary, the service and supply portion of this Agreement may be assigned by us. We may charge you a supply freight fee to cover our costs of shipping supplies to you. This Agreement does not support any I.T. services and/or any third party software unless otherwise described on this Agreement.

11. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Payment and the "cost per image" charge that exceeds the number of images originally designated in this Agreement ("Overages") by a maximum of 10% of the existing "cost per image" charge.

12. **UPGRADE AND DOWNGRADE PROVISION:** AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

13. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.



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 **WHITESTAR GROUP**, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-0000-0-0000-7400-5810-392-5192

Funding Category: ☒ Base ☐ Supplemental ☐ Concentration

☐ Restricted: _____ ☐ Other: _____

For Billing (if applicable): ☒ Bill to: **WHITESTAR GROUP** Billing frequency: **Monthly**

Contract is: ☐ New ☒ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: All Students and Staff

Approved at Site by*: _____ Date: _____

* Signature - **FOR CONTRACTS ORIGINATED BY SCHOOL SITE**

Departmental Approval**: _____ Date: 1/17/23

** Signature - **DISTRICT OFFICE DEPT. SIGNATURE**

Contract Created by: Renee Jackson, Human Resources Phone #: (707) 890-3800 x 80602
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: **January 12, 2023** Proposed Contract End Date: **June 30, 2023**

Requisition #: TBD

BUSINESS SERVICES USE ONLY

Verified Receipt of: ☐ Insurance(s) ☐ W-9 Form ☐ HR Clearance, if applicable

Funding Source /Funding Category verified: ☐ YES ☐ NO Board Approval Date: _____

Verified by: _____ Date: _____

Fiscal Services Authorizer

LAST REVISED ON 4-5-17



Agreement for Investigative Services

This Agreement records the agreement between us, **Whitestar Group- Investigation & Security Services (PI Lic#24105)**, a Private Investigation & Security Company, licensed in the State of California and **Santa Rosa City Schools** hereinafter referred to as The Client.

1. Services. You have asked us to provide investigative services to assist you in connection with certain matters. This Agreement applies to those matters as well as any additional matters with respect to which you request, and we agree, to provide investigative or security services. This agreement also applies to any investigative or security services that you request, and we agree, to provide to or for the benefit of any other person or entity. All such services are referred to below as the “Services”.

2. Effective Date and Term. This Agreement applies to all Services provided by us whether before or after the effective date specified below and shall continue in force until terminated in accordance with this Agreement.

3. Fees and Expenses.

(a) Rates. Unless otherwise agreed in writing, you agree to compensate us for the Services in accordance with our normal hourly rate of \$175.00 per hour for general investigations, \$125.00 for surveillance and \$225.00 per hour for workplace investigations. We may adjust these rates from time to time after giving you at least 30-days advance notice in writing.

(b) Expenses. You agree to reimburse us for expenses incurred by us in connection with providing the Services including, without limitation, proprietary database, imaging, court fees, mileage, lodging and per diem and other miscellaneous expenses reasonably associated with the provision of the Services.

(c) Retainers. If and when requested, you agree to pay us an advance retainer toward the payment of the Services and expenses incurred during our investigation. You will be entitled to the return of any part of any retainer remaining in the trust account when our investigation is completed, and all amounts due have been paid. At any time, we may request additional retainer amounts. At our option, we may also specify in writing that a retainer will not be used to cover current fees and expenses but unpaid fees and expenses existing as and when the case is concluded, or our representation is terminated. If retainers are not provided as and when requested, we may discontinue providing the Services or terminate our overall engagement or engagement for one or more matters.

4. Billing.

(a) Case completion. We will submit a final billing statement to you for each open matter as they are completed, specifying the total amount due for Services, the method of calculation of this amount, and the total expenses incurred and recorded by us in the course of providing the Services for the specified matter. The full amount of such statement is due and payable upon receipt.

(b) Policy regarding Unpaid Invoices. Absent a prior written agreement, we may discontinue providing the Services if any invoice is unpaid for more than 60 days by giving you written notice to this effect. You are advised that it is our policy to discontinue providing the Services if any invoice is unpaid for more than 90 days.

(c) Late Charge. Any sums billed which are unpaid after 30 days from the date of invoice and not promptly disputed in writing in reasonable detail will be subject to a late payment charge of one percent (1 %) of the unpaid balance for each month (or fraction of amounts) after the date of invoice.

(f) Payment by Third Parties. If an insurance company, surety, guarantor or other person agrees to pay all or a part of our fees and expenses, unless we specifically otherwise agree in writing, you will remain primarily liable for such fees and expenses, and you agree to pay such fees and expenses immediately upon written notice from us that such fees and expenses have not been paid in full by such third party.

5. Independent Contractor. In providing the Services, we are not your employee, but we are an independent contractor with full rights to manage our own employees and to determine the means, methods, and manner of providing the Services. All persons employed by us in connection with the Services will be our employees or independent contractors.

6. Termination.

(a) Termination by You. You may terminate our overall engagement with you and/or our engagement with you for a specific matter, at any time, with or without cause, by giving us written notice, which may be effective immediately. From the date of receipt of such notice of termination, we will limit the provision of the Services to those services specifically requested by you to complete the work then underway and/or services required to effect, the withdrawal or substitution of us as your investigator provided that, in either case, we have received adequate assurance that all fees and expenses will be paid in full upon termination.

(b) Termination by Us. We may terminate our overall engagement with you and/or our engagement with you for a specific matter, with or without cause, by giving you written notice at least five (5) business days prior to the desired termination date. If our engagement is terminated for any reason, you will still be responsible for paying all fees and expenses incurred by us prior to the date of termination.

(c) Termination upon Final Billing. Unless previously terminated, our engagement with you for a specific matter will terminate upon our sending you a "final" billing statement for such matter. Our overall engagement with you will also terminate when all matters for which we have been engaged are terminated, or one year after we have last performed Services for you, whichever is sooner.

8. Notices. Any formal notices between us must be either personally delivered, or sent by first class, registered or certified mail, with postage fully prepaid, and addressed to you at the address specified below or to us at 420 E Street, Santa Rosa, California 95404.

9. Waiver. No waiver of any of the provisions of this Agreement shall be effective unless such waiver is in writing and signed by the waiving party. No notice to or demand on either of us shall entitle either of us to any other or further notice or demand in similar or other circumstances.

10. Amendments and Integration. This Agreement constitutes the entire agreement between us. Except for rate changes, all changes to these terms must be in writing and signed by both of us.

11. Retention of Documents. In the course of our investigation, we are likely to come into possession of various documents and materials which California law recognizes are your papers and property. Such papers and property may include correspondence, deposition transcripts, exhibits, physical evidence, expert's reports, and other items reasonably necessary to conduct and complete our investigation. At the conclusion of the matter to which such papers and property relate, we will promptly turn over to you such papers and property on request. If you do not make such a request within four (4) years after the conclusion of the matter to which such papers and property relate, then you agree that we may destroy or discard such papers and property according to our normal document retention procedures.

12. Choice of Law. We agree that this Agreement shall be governed by and construed in accordance with the laws of the State of California.

13. Business & Professions Code. This Agreement is intended to comply with California Business and Professions Code Section 7520.3 and, in accordance with such section, we hereby disclose that we maintain errors and omissions insurance coverage applicable to the Services.


14. Attorneys' Fees. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement, or to collect damages or unpaid fees and expenses, it is agreed that the prevailing party in any such action will be entitled to recover against the non-prevailing party all reasonable attorneys' fees and costs incurred in such action. The foregoing shall include the value of time spent by our investigators and office staff to preparation to prosecute or defend such an action, calculated at our normal hourly rates for the type of case being investigated.

15. Authority. Each person whose signature appears below represents that he/she is duly authorized to enter into this Agreement on behalf of the party indicated below.

16. Effective Date. 01/12/2023

WHITESTAR GROUP:
420 E Street
Santa Rosa CA 95404

CLIENT: Santa Rosa City Schools
211 Ridgeway Dr.
Santa Rosa CA 95404

By: 
Mark Adams, CFE

By: _____
Lisa Cavin, Associate Superintendent, CBO