



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 Santa Rosa Chamber of Commerce, hereinafter referred to as "CONTRACTOR".

SITE/DEPARTMENT USE ONLY

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

SITE/DEPARTMENT USE ONLY

Funding Source: \_\_\_\_\_

Funding Category:  Restricted  Unrestricted  Supplemental  Concentration  
 Base  Bond Money  Other

Approved at Site by: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Departmental Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Contract Created by: Patty Turner Contact #: 528-5005

Contract Number: \_\_\_\_\_ Requisition Number: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_

Funding Source and Funding Category verified by Business Services:  YES  NO

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

FORM LAST REVISED ON 1-28-16

1. Services.

(a) DISTRICT's Responsibilities and Duties:

In working to provide the new Mike Hauser Academy – Making Opportunities Via Education (MOVE) Program:

- Hire eight teachers to serve a 25/1 student ratio for 200 students
- Provide a day of PD for each teacher to plan a 2-day curriculum with assigned partnering business
- Provide an administrator/s to assist in running the program
- Set-up Google Classroom for each teacher
- Recruit 8<sup>th</sup> grade students
- Provide 5 HS Elective Credits to students who complete the program
- Work in partnership with Santa Rosa Chamber of Commerce & partnering businesses
- Provide lunch for students through Child Nutrition Services
- Run program from June 12-June 29 (M-TH) and include Friday, June 30<sup>th</sup> as a graduation ceremony at SSU
- Provide a lab cart to all outside classroom locations
- Offer STEM certificate Level 1 to students who complete the program
- Provide parent education opportunity on the SSU ceremony day
- Assist in organizing SSU graduation ceremony on 6/30/17

(b) CONTRACTOR's Responsibilities and Duties:

In working to provide the new Mike Hauser Academy – Making Opportunities Via Education (MOVE) Program:

- Provide an orientation meeting to participating students and their parents
- Provide transportation
- Provide materials for all students and staff
- Identify a minimum of eight partnering businesses to use as classroom environments
- Assist in organizing SSU graduation ceremony on 6/30/17

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on – September 9, 2016, and will continue through June 30, 2017, 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:

No Cost

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?):

Santa Rosa Chamber will provide:

- Pre & post interest comparison survey

SRCS will track students to determine:

- Number of students receiving Level 1 STEM Certificate
- Number of students enrolled in STEM classes in high school
- Number of students pursuing College or a Career in a STEM field pathway
- Increase attendance
- Increase passing grades

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



**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 PETE ELMACK, hereinafter referred to as "CONTRACTOR".

**DISTRICT USE ONLY**

Independent Contractor/Business/Organization\*

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

Professional Services\*\*

\*\*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.

*This is a renewal*

Partnership\*\*\*

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

**DISTRICT USE ONLY**

Funding Source: 01 - 0000 0 - 1399 - 1000 5800 254 1054

Funding Category:  Restricted  Unrestricted  Supplemental  Concentration

Base  Bond Money  Other Bund Boosters

MCHS Approved at Site by: \_\_\_\_\_ Date: 11/14/2010  
Signature: \_\_\_\_\_

Departmental Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Requisition Number: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_

Funding Source and Funding Category verified by Business Services:  YES  NO

Verified by: Steven J. Eichman Date: 11-17-10

1. Services.

(a) DISTRICT's Responsibilities and Duties:

(b) CONTRACTOR's Responsibilities and Duties:

Trumpet + Brass Coach

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on - 10/10, 2016 and will continue through JUNE, 2017, 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 600- Dollars (\$        ). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

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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]

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



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 Joshua Bailey Voile, 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: 01-0000-0-1399-1000-5800-254-1054

Funding Category:  Base     Supplemental     Concentration

Restricted: \_\_\_\_\_  Other: \_\_\_\_\_

For Billing (if applicable):  Bill to Choral    Billing frequency: \_\_\_\_\_

Contract is:  New     Renewal     Addendum     Amendment

Number of Individuals Served: 120

MCHS Approved at Site by\*: [Signature]    Date: 11-18-2016

\* Signature - FOR CONTRACTS ORIGINATED AT SCHOOL SITE

Departmental Approval\*\*: \_\_\_\_\_    Date: \_\_\_\_\_

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Gail Bowers    Phone #: 528-5113  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 2016    Proposed Contract End Date: June 2017

Requisition #: \_\_\_\_\_

FOR BUSINESS SERVICES USE ONLY

Funding Source /Funding Category verified:  YES     NO    Board Approval Date: \_\_\_\_\_

Verified by: Steven J. Eichman, Assistant Superintendent, Business Services    Date: \_\_\_\_\_

1. Services.

(a) DISTRICT's Responsibilities and Duties:

(b) CONTRACTOR's Responsibilities and Duties:

Teaching voice pedagogy

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on - Aug., 2016, and will continue through May, 2017, 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 \$1470.<sup>00</sup> Dollars (\$35/hr.). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Josh comes every other Thursday to work with 1<sup>o</sup>, Advo + 3<sup>o</sup> students

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]

*Josh works individually with students based on their needs as a singer.*

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.

## LICENSE AGREEMENT FOR LAND USE

Between

CITY OF SANTA ROSA (HIGH) SCHOOL DISTRICT, hereinafter referred to as the DISTRICT, and SANTA ROSA GIRLS SOFTBALL LEAGUE, hereinafter referred to as LEAGUE

### **I. Terms**

A. This License Agreement is entered into this November 30, 2016. This Agreement is entered into for the express purpose of granting SANTA ROSA GIRLS SOFTBALL LEAGUE permission to utilize property owned by the DISTRICT at Rincon Valley Middle School at 4650 Badger Road, February 1, 2017 through June 10, 2017.

### **II. Cancellation Provisions**

A. This Agreement shall be subject to termination upon six months written notice by either party to this Agreement or, in the event a public nuisance is declared by the Board, the Agreement may be suspended or revoked in accordance with Section X.A.1 below.

### **III. Amendments**

A. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

### **IV. Invalid Provisions**

A. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed and the remainder of this Agreement shall continue in full force and effect.

### **V. Indemnification**

A. LEAGUE shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Education, 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 LEAGUE'S use of DISTRICT'S property pursuant to this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of 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 LEAGUE or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. This

indemnity obligation shall survive termination or expiration of this Agreement with respect to any liability, which arose while the Agreement was still in effect.

LEAGUE shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with LEAGUE'S use of such property.

## **VI. Insurance Limits**

A. The LEAGUE shall maintain in full force commercial general liability policy covering bodily injury and property damage. All policies and insurance carriers must be acceptable to DISTRICT and be written on an occurrence-based form. The LEAGUE must provide Workers' Compensation and employer's liability coverage for all employees and volunteers.

B. The insurance shall be in the following amounts: comprehensive general liability with a combined single limit with per occurrence limits of not less than \$1,000,000; with an annual general aggregate per policy of not less than \$2,000,000 and Workers' Compensation with statutory limits for the State of California.

C. The LEAGUE shall provide the DISTRICT with a Certificate of Insurance and an endorsement naming the DISTRICT, its officers, employees, and agents as an additional insured with regard to the LEAGUE'S activities carried out under the terms of this Agreement

D. All public liability insurance shall insure performance of the indemnity provisions as set forth in Section V of this agreement.

## **VII. Employment Provisions *(There are no employment provisions related to this Agreement)***

## **VIII. Property and Equipment**

A. The LEAGUE shall conduct its program on Fields 1, 2, 3, 4, 5 and 6. Fields 4 and 5 are to be used by the LEAGUE for weekday practices only.

B. All construction or improvements by LEAGUE shall comply with DISTRICT specifications. No work shall be performed until all plans and specifications have been reviewed and approved by District's Associate Superintendent for Business or designee. All construction and improvements of a permanent nature shall become the property of the DISTRICT upon termination of this Agreement.

C. LEAGUE will be permitted use of Fields 1, 2, 3, 4, 5 and 6 on January 14 and 21, 2017 for tryouts and on weekdays from 5:00-7:00 p.m. for practices and on Saturdays from 8:00 a.m. – 5:00 p.m. for softball games from February 1st through June 10, 2017. LEAGUE will not have use of Fields 1, 2, 3, 4, 5 and 6 on February 14, 15, 24; March 7, 13, 1, 15; April 28, 29, 30; May 4, 5, 6, 29, 23. This schedule is subject to cancellation by DISTRICT at any time when use of the facilities will conflict with activities of the DISTRICT. DISTRICT will endeavor to give LEAGUE two weeks' notice in these circumstances. LEAGUE will upon receipt of any notice from DISTRICT, cancel LEAGUE activities during the period specified by DISTRICT.

D. LEAGUE shall not use or allow its agents or invitees to use any portion of the DISTRICT's property other than those areas specified herein.

E. Unless prior permission has been obtained by the DISTRICT's Assistant Superintendent of Business, or designee, the DISTRICT shall be permitted to use the above-identified baseball fields during all school hours, regardless of whether the LEAGUE has prepared the fields.

## **IX. Financial Provisions**

A. Financial transactions related to this agreement shall be conducted as follows:

1) LEAGUE will pay DISTRICT for utilization of property in the amount of \$5,000 per year, invoice for which is attached.

## **X. Services To Be Performed Under This Agreement**

A. DISTRICT'S Responsibilities and Duties

1) District shall diligently oversee the LEAGUE'S use of property for compliance with the provisions of this Agreement. Should the LEAGUE fail to comply with any provision or should the use of the property by LEAGUE be declared a public nuisance by the Board of Education the right of LEAGUE to use DISTRICT property may be suspended or revoked.

B. LEAGUE'S Responsibilities and Duties

- 1) LEAGUE will submit an "Application and Permit for Use of School Facilities", required proof of insurance coverage, a schedule of the coming season and any proposed modifications to facility or parking areas by January 1st.
- 2) LEAGUE will be responsible for the removal of all trash, garbage, papers, etc. from the school premises so that area remains in a clean condition at all times.
- 3) LEAGUE hereby agrees to provide portable chemical toilets at its expense for public use during the term of this Agreement.
- 4) LEAGUE may sell food or related items when the premises are being used by LEAGUE during season. However, no outside concessionaire shall be permitted on the property without prior consent of the District.
- 5) LEAGUE will not use a public address system for regular season games or at any other time.
- 6) Consistent with the school rules for the campus, the LEAGUE will notify coaches, players, parents and spectators that animals are not permitted on school grounds with the exception of service animals.
- 7) LEAGUE shall diligently control vehicle traffic on school property and traffic-related problems on school property by:
  - Ensuring that parking is allowed in designated parking spaces only.
  - Posting "no parking" signs at appropriate locations, subject to approval of the DISTRICT.
  - Including standing announcements on all communications to parents of

Girls Softball League advising them to respect the privacy and property of school neighbors.

- Including a segment in all trainings for team managers and other volunteers advising them to respect the privacy and property of school neighbors.

8) The use of field lights for the purpose of conducting LEAGUE activities after dark is prohibited.

9) The LEAGUE will not use the school site's tennis courts or quad(s) for tryouts or practice.

10) The LEAGUE will not be permitted to use the school site's blacktop for practices unless prior consent is obtained from the DISTRICT.

11) The LEAGUE will leave the Santa Rosa Accelerated Charter School's (SRACS) eating area (picnic table under shade structure) in clean condition and refrain from moving the tables from their designated positions.

12) One month prior to the beginning of each season, LEAGUE shall produce and distribute a schedule to all neighbors who share a common property line with the Rincon Valley Middle School and to the District Office.

13) LEAGUE shall provide the DISTRICT with a copy of all documents, which are provided to its coaches, participants, and parents, including but not limited to all documents pertaining to the LEAGUE's rules, calendars, code of conduct, and trainings.

14) Before the start of each season, LEAGUE shall provide DISTRICT with a checklist of all items that LEAGUE is required to provide to the DISTRICT pursuant to this Agreement and when those items will be provided.

C. If any provision of this License Agreement is found to be unenforceable by a court of competent jurisdiction, the provision or provisions shall be severed and the remainder of this Memorandum of Understanding shall continue in full force and effect.

This Agreement is entered into and shall be construed in accordance with the laws of the State of California.

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

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

Santa Rosa Girls Softball League  
P.O. Box 9615  
Santa Rosa, CA 95405

Santa Rosa (High) School District  
211 Ridgway Ave.  
Santa Rosa, CA 95401

By: \_\_\_\_\_  
Chris Carr, Vice President  
Santa Rosa Girls Softball League

By: \_\_\_\_\_  
Steven J. Eichman, Assistant Superintendent  
Business Services

By: \_\_\_\_\_  
Amy Sather, Assistant Principal  
Rincon Valley Middle School

Board of Education Approval Date: Not Applicable

CONTACTS

CONTACTS

Chris Carr 707-484-3003  
cgcarrsr@aol.com

Steven J. Eichman -528-5381 – seichman@srcs.k12.ca.us  
Jim Moorhouse, Maintenance -528-5124 –  
jmoorhouse@srcs.k12.ca.us  
Christine Trumbly- 528-5206- ctrumbly@srcs.k12.ca.us  
Primary Contacts for SRCS

APPROVED AS TO FORM

Loren W. Soukup, 11/30/16  
SCOE Legal, Name/Date

Joan Tapanainen, 10/14/05  
RESIG, Name/Date

2017 Santa Rosa Girls Softball Season							2016 Santa Rosa Girls Softball Season Rain outs/credit						
Month	Weekday	Saturday	Amount	X 6 Fields	Weekday	Saturday	Amount	X 4 Fields					
	\$10	\$30			\$10	\$30							
January	0	2	\$60	\$360	0	0	\$0	\$0					
February	17	4	\$290	\$1,740	5	1	\$80	\$320					
March (excludes spring break)	14	4	\$260	\$1,560	8	4	\$200	\$800					
April	19	4	\$310	\$1,860	1	1.5	\$55	\$220					
May (excludes Memorial Day)	18	3	\$270	\$1,620	1	0	\$10	\$40					
June	7	2	\$130	\$780	7	1	\$100	\$400					
Season Total	75	19		\$7,920	22	7.5		\$1,780					
Credit fields 4 & 5 on Saturdays	0	19	\$570	(\$1,140)	0	0	\$0	\$0					
Adjusted Total Credit 2016 rain outs				\$6,780				\$1,780					
<b>Total</b>				(\$1,780)									
				<b>\$5,000</b>									
Unavailable Field Dates due to School Activities are listed below:													
February: 14, 15, 24													
March: 7, 13, 14, 15													
April: 28, 29, 30													
May: 4, 5, 6, 19, 23													
Holidays/School breaks (no practice): 3/20 - 3/24, 5/29													
Above dates have not been included in price calculations.													

## LICENSE AGREEMENT FOR LAND USE

Between

CITY OF SANTA ROSA (ELEMENTARY) SCHOOL DISTRICT, hereinafter referred to as the DISTRICT, and SANTA ROSA AMERICAN LITTLE LEAGUE, hereinafter referred to as LEAGUE

### **I. Term**

- A. This License Agreement is entered into this \_\_\_\_\_, 2016. This Agreement is entered into for the express purpose of granting LEAGUE permission to utilize property owned by the DISTRICT at James Monroe Elementary School at 2567 Marlow Road for three one-year periods subject to full compliance with all terms and conditions of this Agreement. The one-year periods covered by this agreement shall be for the 2017, 2018 and 2019 regular and fall ball seasons as described in Section VIII. Either party may elect to not renew this Agreement at the end of each season by providing written notice to the other party.

### **II. Cancellation Provisions**

- A. This Agreement shall be subject to termination upon six months written notice by either party to this Agreement or, in the event a public nuisance is declared by the Board, the Agreement may be suspended or revoked in accordance with Section X.A. I below.

### **III. Amendments**

- A. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

### **IV. Invalid Provisions**

- A. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed and the remainder of this Agreement shall continue in full force and effect.

### **V. Indemnification**

- A. LEAGUE shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Education, 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 LEAGUE'S use of DISTRICT'S property pursuant to this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of 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 LEAGUE or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity obligation shall survive termination or expiration of this Agreement with respect to any liability, which arose while the Agreement was still in effect. LEAGUE shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with LEAGUE'S use of such property.

## **VI. Insurance Limits**

- A. The LEAGUE shall maintain in full force commercial general liability policy covering bodily injury and property damage. All policies and insurance carriers must be acceptable to DISTRICT and be written on an occurrence-based form. The LEAGUE must provide Workers' Compensation and employer's liability coverage for all employees and volunteers.
- B. The insurance shall be in the following amounts: comprehensive general liability with a combined single limit with per occurrence limits of not less than \$1,000,000; with an annual general aggregate per policy of not less than \$2,000,000 and Workers' Compensation with statutory limits for the State of California.
- C. The LEAGUE shall provide the DISTRICT with a Certificate of Insurance and an endorsement naming the DISTRICT, its officers, employees, and agents as an additional insured with regard to the LEAGUE'S activities carried out under the terms of this Agreement.
- D. All public liability insurance shall insure performance of the indemnity provisions as set forth in Section V of this Agreement.

## **VII. Employment Provisions** (There are no employment provisions related to this Agreement)

## **VIII. Property and Equipment**

- A. The LEAGUE will be permitted use of the property on the following fields, dates and times (Subject to the submission of current season calendars from the LEAGUE to the DISTRICT by December of each year and with the understanding that the LEAGUE'S activities will not exceed prior year's level of use):
  - 1) On four baseball fields, as identified in the attached Exhibit A, which is incorporated herein by this reference, during the Regular Season League (Beginning in late January through July 31st of each year) on weekdays from 4:30 p.m. until dark, Saturdays from 8:30 a.m. until dark, Sundays from 9:00 a.m. until dark and holidays from 8:30 a.m. until dark with the exception of the following days (Back to School Night, Open House, Memorial Day, Mother's Day and Father's Day).
  - 2) On three baseball fields, as identified in the attached Exhibit B, which is incorporated herein by this reference, during the Fall Instructional League (Beginning in late July / early August through the end of October of each year) on Tuesdays, Wednesdays and

Thursdays from 4:30 p.m. until dark and Saturdays from 8:30 a.m. until dark.

- 3) LEAGUE shall not use or allow its agents or invitees to use any portion of the DISTRICT's property other than those areas specified herein.
  - 4) The above schedules are subject to cancellation by DISTRICT at any time when use of the Little League facilities will conflict with activities of the DISTRICT. DISTRICT will endeavor to give LEAGUE two weeks' notice in these circumstances. LEAGUE will upon receipt of any notice from DISTRICT, cancel LEAGUE activities during the period specified by DISTRICT.
  - 5) Other than the All-Star game and post-season tournaments, fields will not be used for games on Sunday unless necessary to make-up for games that had previously been cancelled from the regular season schedule. In the event that regular season games are played on Sunday, morning starts will only be utilized after all other mid-day and afternoon start times have been utilized first.
  - 6) Unless prior permission has been obtained by the District's Assistant Superintendent Business Services or designee, the DISTRICT shall be permitted to use the baseball fields during all school hours, regardless of whether the LEAGUE has prepared the fields.
- B. All construction or improvements by LEAGUE shall comply with DISTRICT specifications. No work shall be performed until all plans and specifications have been reviewed and approved by District's Associate Superintendent for Business or designee. All construction and improvements of a permanent nature shall become the property of the DISTRICT upon termination of this Agreement.
- C. LEAGUE is hereby granted use of the baseball fields and facilities it has constructed on the property, on a non-exclusive basis only.
- D. LEAGUE will not use the blacktop for batting balls.
- E. DISTRICT hereby grants, on a non-exclusive basis, permission for LEAGUE to develop and use, at LEAGUE'S expense, an existing on-site well as a source of water for domestic and irrigation purposes. DISTRICT neither represents nor implies that this source of water will be adequate for the purposes intended. In the event that this well is not adequate, other sources of water may be provided at LEAGUE'S expense.
- F. LEAGUE shall obtain prior approval from the District's Assistant Superintendent Business Services or designee before placing any storage containers on the property. DISTRICT shall retain the authority to determine where all storage containers will be located.

## **IX. Financial Provisions**

- A. Financial transactions related to this agreement shall be conducted as follows:
- 1) LEAGUE will pay DISTRICT for utilization of property the amount of \$1.00 (One Dollar) per year, receipt of which is hereby acknowledged.

## **X. Services to Be Performed Under This Agreement**

### **A. DISTRICT'S Responsibilities and Duties**

- 1) DISTRICT shall diligently oversee the LEAGUE'S use of property for compliance with the provisions of this Agreement. Should the use of the property by LEAGUE be declared a public nuisance by the Board of Education the right of LEAGUE to use DISTRICT property may be suspended or revoked. Should the DISTRICT find that the LEAGUE has failed to comply with any of the terms and conditions of the use delineated herein; it shall report such finding to the LEAGUE and shall allow the LEAGUE fifteen (15) days to remedy the breach. Should the LEAGUE fail to remedy the breach, the DISTRICT may seek damages from the LEAGUE and/or terminate this Agreement immediately.

### **B. LEAGUE'S Responsibilities and Duties**

- 1) LEAGUE will submit an "Application and Permit for Use of School Facilities", and required proof of insurance coverage, one month prior to the start of each season.
- 2) LEAGUE will be responsible for year-round maintenance and care of LEAGUE improvements. However, should DISTRICT make the facilities available to any other group or organization it will place maintenance requirements on such group or organization. In addition, during the Regular and Fall season, the LEAGUE will be responsible for the removal of all trash, garbage, papers, etc. so that area remains in a clean condition at all times.
  - All maintenance shall be performed during non-school hours. No employee or agent of the LEAGUE shall be permitted to enter the property during school hours unless prior permission has been granted by the District's Assistant Superintendent of Business or designee and all proper security protocols have been met, i.e. fingerprinting, check-in at front office.
- 3) LEAGUE will provide portable chemical toilets at its expense for public use during the term of this Agreement.
- 4) LEAGUE may sell food or related items when the premises are being used by LEAGUE during the season. However, no outside concessionaire shall be permitted on the property without prior consent of the DISTRICT.
- 5) All deliveries for the LEAGUE shall be made during non-school hours unless prior permission has been granted by the District's Assistant Superintendent of Business or designee.
- 6) LEAGUE may operate a public address system only during tryouts, on opening day and during post-season playoffs as long as said use does not become a public nuisance as determined by the Board of Education or its designee. A public address system is not permitted for regular season games or at any other time. The LEAGUE will notify the DISTRICT and all the surrounding neighbors of dates when the public address system will be used.
- 7) LEAGUE will encourage parents to supervise players and other children attending LEAGUE games at all times.

- 8) LEAGUE shall diligently control vehicle traffic on school property and traffic-related problems on school property by:
- Posting "5 mph speed limit" signs at appropriate locations, subject to approval of the DISTRICT.
  - Posting "no parking" signs at appropriate locations, subject to approval of the DISTRICT.
  - The issuing of parking agreements with parents and visitors of the LEAGUE that will clearly state the parking rules.
  - Locking the service road gate at all times when LEAGUE activities are not occurring.
  - Including standing announcements on all communications to parents of Little Leaguers advising them to respect the privacy and property of school neighbors, to refrain from honking car horns and the use of car alarms.
  - Including a segment in all trainings for team managers and other volunteers advising them to respect the privacy and property of school neighbors.
  - Placing or constructing vehicle access barriers on or near the curb along the fence line to keep vehicles a reasonable distance from property lines.
  - Reimbursing the DISTRICT for fifty per cent (50%) of the cost of two security cameras with audio capabilities that were installed in 2010 and for the 2010 resurfacing of the driveway and parking areas that was done to minimize dust generated by vehicle traffic and to create more identifiable parking spaces in the parking lot. The expense for the cameras and surfacing was initially borne by the DISTRICT. The LEAGUE will provide reimbursement to the DISTRICT for its fifty percent obligation in increments no less than \$5,000 per year.
  - LEAGUE shall provide the DISTRICT with a copy of all documents, which are provided to its coaches, participants, and parents, including but not limited to all documents pertaining to the LEAGUE's rules, calendars, code of conduct, and trainings.
  - Before the start of each season, LEAGUE shall provide DISTRICT with a checklist of all items that LEAGUE is required to provide to the DISTRICT pursuant to this Agreement and when those items will be provided.
- 9) The use of field lights for the purpose of conducting LEAGUE activities at any time is prohibited.
- 10) Approximately one month prior to the beginning of each season, the LEAGUE shall produce and distribute a complete season calendar to the District and all neighbors who share a common property line with Monroe Elementary School. The schedule shall identify the events during which a public address system will be used in accordance with Section X.B.5 above.

C. If any provision of this License Agreement is found to be unenforceable by a court of competent jurisdiction, the provision or provisions shall be severed and the remainder of this Agreement shall continue in full force and effect.

This Agreement is entered into and shall be construed in accordance with the laws of the State of California.

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

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

Santa Rosa American Little League  
P.O. Box 5003  
Santa Rosa, CA 95402

Santa Rosa (Elementary School District)  
211 Ridgway Ave.  
Santa Rosa, CA 95401

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

Chris Kirtley  
President  
Santa Rosa American Little  
League

\_\_\_\_\_  
Assistant Superintendent  
Business Services

Board of Trustees Approval Date:

CONTACTS- Primary Contact Person for  
Little League Chris Kirtley  
president@srall.org

CONTACTS- Primary Contacts for SRCS  
Steven J. Eichman -528-5381 -  
seichman@srcs.k12.ca.us or Jim  
Moorhouse, Maintenance -528-5124 -  
jmoorhouse@srcs.k12.ca.us



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 InnovateEd for Charters and Alternate Schools, hereinafter referred to as "CONTRACTOR".

SITE/DEPARTMENT USE ONLY

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

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

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

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

SITE/DEPARTMENT USE ONLY

Funding Source: Charter Budget 50% Secondary Alternative Ed 25% Supplemental/Title III 25%

Funding Category: [ ] Restricted [ ] Unrestricted [X] Supplemental [ ] Concentration
[ ] Base [ ] Bond Money [X] Other

Approved at Site by: [Signature] Signature

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

Departmental Approval: [Signature] Signature

Date: 11/16/16

Contract Created by: Ginny Cole K-6

Contact #: 528-5272

Contract Number: \_\_\_\_\_

Requisition Number: R17-03805

Board Approval Date: \_\_\_\_\_

Funding Source and Funding Category verified by Business Services: [ ] YES [ ] NO

Verified by: \_\_\_\_\_

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Coordination of staff, subs, dates, and training rooms. Support of work via attendance and consistent messaging.

(b) CONTRACTOR's Responsibilities and Duties:

Coach Principals to:

Assess school-wide common core implementation progress

Define student and staff needs to guide professional learning & improve student supports

Create action steps that improve school culture & practices

Develop School Leadership Teams to:

Assess site progress, define next action steps and communicate promising practices

Guide instructional planning, review student work/data and engage in learning rounds

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 1, 2016, and will continue through June 30, 2017, 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 Ninety-Six Thousand Dollars (\$96,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

We will bill monthly for services at a cost of \$3000/day, net 15. We will bill our daily rate for any sessions cancelled less than 30 days in advance.

We will bill monthly for services at a cost of \$3000/day, net 15. We will bill our daily rate for any sessions cancelled less than 30 days in advance.

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?):

District and site leaders will demonstrate the ability to lead implementation of district-focused and site-driven improvement efforts School leadership teams will demonstrate the ability to plan, implement and monitor site-based improvement efforts Teacher leaders will demonstrate the ability to collaborative improve instructional practices and student learning supports

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

InnovateEd  
23052-H Alicia Parkway #232  
Mission Viejo, CA 92692



Charter and Alternate School Supports

Date	Services Performed By:	Services Performed For:
May 3, 2016	InnovateEd 23052-H Alicia Parkway #232 Mission Viejo, CA 92692	Santa Rosa City Schools 211 Ridgway Ave Santa Rosa, CA 95401

“The number one priority of school districts is to close student achievement gaps by developing the capacity of school staff to collaboratively engage in the continuous improvement of their own practices.”

Background

InnovateEd was founded in 2007 under the leadership of Jay Westover and Lynn Hatton Hodson. Prior to this, Jay Westover served as a principal in the Alvord USD, Administrator of School Leadership Services at the Riverside COE and as a consultant for the US Department of Education. Lynn Hatton Hodson was VP of The Princeton Review of Southern California, President of Adelante Educational Services and is a board member at one of California’s largest school districts.

The mission of InnovateEd is to develop site and district capacity to ensure all students become college and career ready. Our focus has always been on the outcomes of creating a unified vision and then helping to communicate and fulfill that vision by developing the Four Disciplines of Systems Leadership (4DSL) through district-wide leadership capacity, creating a culture of high quality instruction and integrating student support systems. Our outcomes are attained by assessing clients’ needs to deliver effective and customized leadership coaching, instructional training and integrated student support aligned with a common vision of college and career readiness for all.

**Four Disciplines of Systems Leadership – 4DSL**

**Clarity      Commitment      Collaboration      Accountability**

## Scope of Work

The focus of our work with your district will be to continue support services for building capacity of both your district and site leadership via in developing the structures, processes and supports necessary to serve as a highly effective team. The key to building collective capacity is to engage leaders in the pivotal role of assessing needs and collectively supporting the improvement of district and school-wide practices. Services will include:

### Principal Coaching

We will meet with principals to implement school support structures, engage staff to collaboratively improve practices and assess school progress for continuous improvement:

- Focus on assessing school progress in implementing common core practices
- Clarify learning needs of staff/students and identify promising practices that can inform site leaders of staff professional learning and student support
- Create leadership action steps for providing staff feedback and improving site action plans

### School Leadership Team Sessions

We will guide principals and teacher leader teams to design, implement and monitor school-wide support systems. Through this facilitation, a “train-the-trainer” model will support teams to assess the progress of their site plans, refine next action steps and share promising practices. We will then work to further develop the capacity of leadership teams to guide the full implementation of common core practices by:

- Focusing on SBAC Claims with an emphasis on close reading, evidence-based writing, structured student collaboration, and DOK 3 tasks
- Facilitating instructional planning for effectively engaging students
- Reviewing student work and data to inform supports
- Engaging in learning rounds to assess school progress, clarifying learning needs of staff and students, and identifying promising practices

## Fee Schedule

This engagement will be conducted on a Time basis. The total value for the Services pursuant to this SOW shall not exceed \$96,000 unless otherwise agreed to by both parties. This figure is based on 32 days of professional services.

Service	Outcomes	Cost
Principal Coaching	<ul style="list-style-type: none"> <li>Assess school-wide common core implementation progress</li> <li>Define student and staff needs to guide professional learning and improve student supports</li> <li>Create action steps that improve school culture and practices</li> </ul>	16 days \$48,000
School Leadership Teams	<ul style="list-style-type: none"> <li>Develop capacity of school teams to assess site progress, define next action steps and communicate promising practices</li> <li>Develop capacity of school teams to guide instructional planning, review student work/data and engage in learning rounds</li> </ul>	16 days \$48,000

Client will be invoiced monthly for the consulting services. Invoices are due upon receipt. Cancellations less than 30 days in advance will be billed at the full daily rate cost.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Santa Rosa City Schools

InnovateEd

Name:

Name:

  
Lynn Hatton Hodson

Title:

Title:

Chief Operating Officer



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 Professional Tutors of America, Inc. (PTA), hereinafter referred to as "CONTRACTOR".

DISTRICT USE ONLY

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 (i.e. services that require extensive technical knowledge or training in their particular area of expertise.)

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

DISTRICT USE ONLY

Funding Source: Migrant Ed.: 01-9701-0-1151-1000-5800-119-5197 @ 50%  
Migrant Ed.: 01-9701-0-1151-1000-5800-249-5197 @ 50%

Funding Category:  Restricted  Unrestricted  Supplemental  Concentration  
 Base  Bond Money  Other

Approved at Site by: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Departmental Approval: *[Signature]* Date: 12/7/16  
Signature

Contract Number: \_\_\_\_\_ Requisition Number: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_

Funding Source and Funding Category verified by Business Services:  YES  NO  
Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- 1) District will comply with all reasonable request from PTA.
- 2) District will provide student information necessary for PTA to fulfill its duties and responsibilities under this agreement.
- 3) District will provide PTA with contact information.

(b) CONTRACTOR's Responsibilities and Duties:

- 1) PTA will provide 1:1 tutorial support to identified Migrant Education students.
- 2) PTA will encourage the contracted tutors to contact the Migrant Education TOSA (Teacher on Special Assignment) in order to help ensure continuity between District's instructional program and the tutorial program provided by PTA.
- 3) PTA will provide all materials, instrument and tools necessary to provide student tutorial services. Additionally, PTA will provide the Migrant Education TOSA with scope and sequence information pertaining to the tutorial materials to be used by PTA.
- 4) PTA will provide the Migrant Education TOSA with an agreement between PTA and the parents of each student served under this agreement. The agreement shall include the following:
  - a. Student name, school and grade;
  - b. Service location;
  - c. Beginning date;
  - d. Achievement goals, including suggested objectives, services provided and evaluation assessment tools to be used;
  - e. A timetable for improving the achievement of students with disabilities that is consistent with the student's individualized education plan; and
  - f. Parent and provider signatures agreeing to the goals/objectives, as stated in item d above and how the student, parents and teacher will be regularly informed of progress; and
  - g. Parent agreements will be provided within fifteen (15) working days of receipt of the list of students to be provided with tutorial services.
- 5) PTA is prohibited from disclosing to the public the identity of any students eligible for or receiving tutorial services without the written permission of the student's parent or guardian.
- 6) Failure to meet the agreement criteria identified in #4 and #5 above will cause this agreement with PTA to be terminated.
- 7) PTA will provide the Migrant Education TOSA with pre-assessment information within fifteen (15) working days after the initial tutorial session.
- 8) PTA will provide the Migrant Education TOSA with post-assessment information within fifteen (15) working days after the final tutorial session.
- 9) PTA will provide tutorial support in the areas of Reading/Language Arts and/or Mathematics. The actual curricular area will be determined by the student's parent(s) and included in the PTA/parent agreement.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT no earlier than January 9, 2017 and will continue through June 3, 2016 (at the latest), 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 **Nineteen Thousand, Five Hundred dollars (\$19,500)**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

District to reimburse PTA at the rate of \$60/hr. per individual student contact hours. PTA shall provide services for not more than a total of 27 Migrant Education students, grades K-11 for no more than 12 hours per student. PTA shall submit a monthly invoice itemized by name/address of student, services provided, actual number of hours for which services were provided and amount owed. District shall process payment to PTA within thirty (30) days of submission of invoices.

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?): The goal is to increase the Standards Item Pool Score (SIP) by 5 percentage points. The SIP Score is a measurement of how well a student is performing on state standards for his/her grade level. Our goal is to focus the tutoring sessions on the Suggested Learning Objectives that are obtained as part of the test results.

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



1. Services.

(a) DISTRICT's Responsibilities and Duties:

- Venue for presentations and workshops
- LCD projector, screen large enough for participants to see clearly, poster pad with markers, wireless lapel microphone (if necessary for size of audience/room), speakers for computer, Wifi connection and electronic devices for each participant (preferably laptops)
- Handouts duplicated for each participant

(b) CONTRACTOR's Responsibilities and Duties:

- Customized presentations (Overview and session guidance)
- Session facilitation and feedback during curriculum development sessions
- Customized webpage with pertinent research and resources to support work
- Handout masters for duplication

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on June 19, 2017, and will continue through June 30, 2017, 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 Twenty-Nine Thousand Nine Hundred Twenty Dollars (\$29,920). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

SRCS will pay Kamm Solutions upon delivery of services per session. Kamm Solutions will submit an invoice to SRCS with expenses that include daily cost of \$3,100. Plus flight, ground transportation, and per diem expenses.

See attached Kamm Solutions Contract

Connie Kamm Ed.D., President

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**October 19, 2016**

This contract is between **Santa Rosa City Schools, Santa Rosa, CA** and **Connie Kamm from KAMM SOLUTIONS** of Phoenix, Arizona.

**Dates and Times:**

- June 19-23, 2017 (8 a.m. to 3 p.m.)
- June 28-30, 2017 (8 a.m. to 3 p.m.)

**Presentation Titles:** CCD Workshop for Middle School ELA and SS/History

**Location:** Santa Rosa City Schools, Santa Rosa, CA (Room TBD)

**Participants:** Middle School Social Studies/History and English Language Arts Teachers

**Santa Rosa City Schools will supply:**

- LCD projector, screen large enough for participants to see clearly, poster pad with markers, wireless lapel microphone (if necessary for size of audience/room), speakers for computer, Wifi connection and electronic devices for each participant (preferably laptops)
- Handouts duplicated for each participant

**Kamm Solutions will supply:**

- Customized presentations
- Session facilitation
- Customized webpage with pertinent research and resources to support work
- Handout masters for duplication

**Please initial**

\_\_\_\_\_ Facilitator's fee for workshop will be \$3,100.00 per day plus flight and per diem expenses.

- Flight - \$390.00 per trip/set of dates
- Per diem expenses - \$450.00 (Food, hotel, car rental, airport parking/transportation)
- Taxi to Oakland (if necessary) to make flight - \$185.00 each way

\_\_\_\_\_ KAMM SOLUTIONS has guaranteed training dates. Once airline tickets have been secured, they and other expenses incurred in good faith by KAMM SOLUTIONS for this training will be paid for by SRCS if SRCS cancels the training.

\_\_\_\_\_ KAMM SOLUTIONS will submit an invoice after the event for all costs.

\_\_\_\_\_ KAMM SOLUTIONS has guaranteed training dates. If for any reason KAMM SOLUTIONS must cancel, SRCS will not be responsible for any charges incurred.

\_\_\_\_\_ SRCS is responsible for informing KAMM SOLUTIONS of any record keeping or approval requirements pursuant to any audits or grant funds used to pay for this agreement. Cancellation of contracted training is subject to fees.

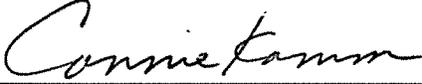
\_\_\_\_\_ SRCS agrees to all terms and conditions set forth on Exhibit "A" attached hereto and incorporated herein by the reference.

Please sign and return to [conniekamm@kammsolutions.com](mailto:conniekamm@kammsolutions.com) (Scan/email is preferred.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Position)



\_\_\_\_\_  
Connie Kamm, Ed.D., President, KAMM SOLUTIONS

\_\_\_\_\_  
October 19, 2016  
(Date)

Invoices will be payable upon receipt. Second notices (30 days after first billing) will include late fees of 2% of unpaid balance per month.

KAMM SOLUTIONS tax ID number 46-2758570  
[conniekamm@kammsolutions.com](mailto:conniekamm@kammsolutions.com)  
[www.kammsolutions.com](http://www.kammsolutions.com)

Exhibit "A"  
(Terms and Conditions)

1. SANTA ROSA CITY SCHOOLS acknowledges and agrees that all right, title and interest in and to any and all presentations, written materials, methods, developments, inventions, source materials, graphic materials, and any other works and creative achievements used or developed by KAMM SOLUTIONS (collectively the "Works"), whether or not capable of being patented, copyrighted, trademarked or otherwise protected, which KAMM SOLUTIONS may make or use in providing services hereunder, either alone or in conjunction with others, is and shall become and remain the sole and exclusive property of KAMM SOLUTIONS and KAMM SOLUTIONS shall have all rights therein, including, but not limited to, all moral rights in such Works.

2. KAMM SOLUTIONS represents and warrants to SANTA ROSA CITY SCHOOLS that all Works developed or used by KAMM SOLUTIONS in providing services hereunder do not and will not infringe on the intellectual property rights of any other person or entity and that KAMM SOLUTIONS either owns all such Works outright, or has valid and existing licenses to use and disseminate such Works.

3. SANTA ROSA CITY SCHOOLS agrees to defend, indemnify and hold KAMM SOLUTIONS harmless from and against any and all claims, actions, causes of action, damages, losses, costs and expenses, including reasonable attorneys' fees, arising from or related to: (a) the breach of this Agreement by SANTA ROSA CITY SCHOOLS; (b) the provision of the services described herein by KAMM SOLUTIONS, unless caused by the fault or negligence of KAMM SOLUTIONS.

4. In the event any legal proceeding is brought to enforce the terms of this Agreement, or for breach hereof, the prevailing in any such legal proceeding shall be entitled to recover from the non-prevailing party all costs and expenses incurred in any such legal proceeding, including reasonable attorney's fees.

5. It is understood and agreed that no agency relationship is involved or created with respect to this Agreement and that, in providing services hereunder, KAMM SOLUTIONS is and shall be an independent contractor and not an employee of SANTA ROSA CITY SCHOOLS.

6. This Agreement constitutes the entire understanding between the parties hereto relating to the subject matter hereof. There are no terms, obligations, covenants, representations, statements or conditions other than those contained herein at the time of execution hereof. No variation or modification of this Agreement or waiver of any of the terms or provisions hereof shall be deemed valid unless in writing and signed by both parties hereto.

7. This Agreement is to be construed in accordance with the laws of the State of Arizona.

8. This Agreement shall not be altered, amended or modified except by writing signed by both parties hereto.

**CONTRACT DOCUMENT FOR CONSULTANTS**



211 RIDGWAY AVENUE • SANTA ROSA, CALIFORNIA 95401  
ACCOUNTING DEPARTMENT (707) 528-5331 • FAX (707) 528-5102

Date: November 17, 2016

**CONTRACT NUMBER**  
No. \_\_\_\_\_

CONSULTANT:

Steve Smith / Robert Ferguson Observatory: President  
1295 Calle del Arroyo, Sonoma CA 95476  
ssrfo59@gmail.com / 707 721 6174

**SCHOOL/DEPARTMENT**  
  
Piner High School

**INDIVIDUAL CONSULTANT CONTRACT**

THIS AGREEMENT, made this 1st day of December by and between the SANTA ROSA CITY SCHOOL DISTRICT, a political subdivision of the State of California, hereinafter called "District", and Steve Smith, President RFO a duly qualified consultant in areas of hereinafter called "Consultant".

**The District and Consultant hereby agree as follows:**

**1. Description of Services:**

Consultant agrees to provide services to District as follows: Hourly rate up to a maximum of 80 hours at \$50/hr with a maximum cap of \$4,000.00 (See Contract Document for Scope of Work)

**2. Contract Documents:**

The contract documents may consist of Individual Consultant Contract, the General Provisions, any specifications, drawings, specific and/or general conditions, and attachments.

**3. Compensation:**

As full compensation for all services contemplated by this Agreement Consultant shall receive the sum of: Up to \$4,000.00. (See Description of Services)

Payment will be mailed within two weeks upon receipt of verification of completion by the Accounting Department, unless otherwise noted herein: \_\_\_\_\_

**4. Term of Agreement:**

The term of this Contract shall be from December, 1st 2016 to May 31<sup>st</sup>, 2017, inclusive, subject to the provisions of Section 5 of the General Provisions.

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

This contract is for INDIVIDUAL consultants only. Do not use this contract with agencies, district employees, insurance groups, or contractors.

FO \* SF \* SI \* DPGM \* SPGM \* OBJ \* UNIT %

CONSULTANT SIGNATURE  
BY: X [Signature] Date: 11/17/16

PRINCIPAL/SUPERVISOR APPROVAL  
BY: X [Signature] Date: 11/17/16

AUTHORIZED SIGNATORY  
BY: X \_\_\_\_\_ Date: \_\_\_\_\_

PURCHASING DEPARTMENT APPROVAL  
BY: X \_\_\_\_\_ Date: \_\_\_\_\_

# Contract Document

**Steve Smith**

**Piner HS Observatory consulting work**

Scope of work is laid out in contract document: primarily, complete build out of observatory with all equipment and software functioning properly, documentation and instructions on procedures and maintenance, and train faculty, staff and students as directed by Kurt Kruger.

## **Work completed Through Nov. 16, 2016: (completed under previous contract)**

1. Assessment of system: what works, what doesn't.
2. Development plan: what's needed for the observatory to become fully functional.
3. All previous software and drivers updated.
4. New software programs installed: BGinfo (desktop communication), FocusMax (focusing astronomy camera), AIP4Win (astronomy image analysis), ClarityII (weather sensor).
5. Cables and connections tested, fixed/replaced where needed, and secured.
6. Assessment and adjustment of alt/az settings on mount.
7. New telescope pointing model established.
8. Installed and set up web-based power strip (needed for future remote operation).
9. Boltwood II weather sensor set up and tested (more work needed, see below).
10. Autofocusing calibration completed.
11. Creation of SkyX database query for appropriate focus stars.
12. Autoguiding: correction of multiple problems due to mismatch of physical equipment and software version (more work needed, see below).
13. Acquisition of donated Foster control system for dome (more work needed, see below).

## **Work yet to be completed, with current assessment: (will complete previous consulting contract first (15 of 80 hours left), then continue with this contract (up to 80 hours))**

1. Autoguiding calibration: SkyX software not "sticking to" calibration star. Issue has been posted to Software Bisque.
2. Dome is currently not displaying properly in SkyX and isn't tracking properly. Email questions have been sent to Sirius domes.
3. Boltwood II weather sensor: needs to be installed outdoors, retested, and connected to the dome so that the dome can automatically close itself in inclement weather conditions. Work with Kurt
4. Installation of Foster system for the dome shutter power, currently turned on and off via a key fob. A spare fob will be installed in the Foster, and the Foster will be tied into the web-based power strip, accessible through software that will be used to turn the dome shutter on and off (needed for remote operation of the observatory).
5. Switch dome rotator motor from solar-charged battery to facility's AC power: motor power will be accessible via the web-based power strip. Work in conjunction with

RELEASE OF LIABILITY, WAIVER OF RIGHT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO  
PAY CLAIMS

Contract/Contractor Name: **STEVE SMITH / ROBERT FERGUSON OBSERVATORY**

Contract Term: **9/1/16 – 5/31/17**

Location/Facility: **PINER HIGH SCHOOL**

Hazards to be Aware of: **N/A**

Hazard Mitigation: **N/A**

In consideration for being allowed to participate in this Contract, on behalf of myself and my next of kin, heirs and representatives, I **release for all liability and promise not to sue** Santa Rosa City Schools, its Governing Board, officers, agents, employees and volunteers (collectively "Santa Rosa City Schools" or "District") from any and all claims, including claims of the District's negligence, resulting in any physical or psychological injury (including paralysis or death), illness, damages, or economic or emotional loss that I may suffer because of my participation in this Contract, including travel to and from and during the Activity.

I am voluntarily participating in this Contract. I am aware of the risks associated with traveling to/from and participating in this Contract, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Contract location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Contract, including travel to and from the Contract site.

I agree to hold the District harmless from any and all claims, including attorney's fees or damage to my personal property that may occur as a result of my participation in this Contract, including travel to, from and during the Contract. If the District incurs any of these types of expenses, I agree to reimburse the District. If I need medical treatment, I will be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I am 18 years or older, I understand the legal consequences of signing this document, including (a) releasing the District from all liability, (b) promising not to sue the District, and (c) assuming all risks of participating in this Contract, including travel to, from and during the Contract.

I understand that this document is written to be as broad and inclusive as legally permitted by the State of California. I agree that if a portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Contractor Name: **STEVE SMITH / ROBERT FERGUSON OBSERVATORY**

  
\_\_\_\_\_  
Signature of Contractor

  
\_\_\_\_\_  
Date



SANTA ROSA CITY SCHOOLS SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Dustin Friel, hereinafter referred to as "CONTRACTOR".

DISTRICT USE ONLY

Independent Contractor/Business/Organization\*

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

Professional Services\*\*

\*\*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.

*THIS IS A RENEWAL*

Partnership\*\*\*

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

DISTRICT USE ONLY

Funding Source: 01-0000-01399-1000 5800 254 1054

Funding Category:  Restricted  Unrestricted  Supplemental  Concentration

Base  Bond Money  Other Band Boosters

*MCAS*

Approved at Site by: *[Signature]* Date: 11/14/2016

Departmental Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Contract Number: \_\_\_\_\_ Requisition Number: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_

Funding Source and Funding Category verified by Business Services:  YES  NO

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

1. Services.

(a) DISTRICT's Responsibilities and Duties:

(b) CONTRACTOR's Responsibilities and Duties:

Music Specialist, Equipment maintenance,  
Musical instruction, and Composition.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on - August, 2016, and will continue through JUNE, 2017, 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 \$6,800 Dollars (\$6,800). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

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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]

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



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 Jim Foster, hereinafter referred to as "CONTRACTOR".

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: 01-0500-0-1140-1000-5800-252-H130 pg 11 goal 3

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: 24

Approved at Site by\*: Signature Date: 10/16/16

Departmental Approval\*\*: Signature Date:

Contract Created by: Adden SRHS Phone #: 5292

Proposed Contract Start Date: 10/16/16 Proposed Contract End Date: 6/30/17

Requisition #:

FOR BUSINESS SERVICES USE ONLY

Funding Source/Funding Category verified: YES NO Board Approval Date:
Verified by: Steven J. Eickman Date: 11-17-16
Carolyn Bischof, Fiscal Services Executive Director

1. Services.

(a) DISTRICT's Responsibilities and Duties:

See attached

(b) CONTRACTOR's Responsibilities and Duties:

See attached

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on - October, 2016 and will continue through June, 2017, 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 6720 Dollars (\$ 6726.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

See attached

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?):

*See attached*

[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]

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

**ATTACHMENT A**  
**Thoughtexchange™ US Services Agreement**  
**Additional Terms**

**1. Scope of Agreement**

1.1 Fulcrum Management Solutions, Inc., a Washington corporation (“Fulcrum” or, alternatively, “we” or “us”), markets and hosts facilitated community engagement services known as Thoughtexchange (the “Thoughtexchange Services”). Attachment A (this document) is attached to a cover page. The cover page includes your price for the Thoughtexchange Services and your signature. That cover page, together with this Attachment A, set forth the terms of your use of the Thoughtexchange Services (the “Agreement”).

1.2 The Thoughtexchange Services are comprised of Thoughtexchange Software and Professional Services.

1.3 The Thoughtexchange Software solicits input from members of an organization or from a broader community, each of whom is referred to in this agreement as a Participant, and who are collectively referred to as Participants. The Participants’ use of the services and your responsibilities as our customer toward Participants are governed by our Participant Terms of Use (the “Terms of Use”). The current standard form of the Terms of Use can be found at <http://participants.thoughtexchange.com/tou/en.pdf>. If there is disagreement between a term set forth in this Agreement and a term set forth in the Terms of Use, the term contained in the Terms of Use takes precedence. You acknowledge and agree that Fulcrum may change the Terms of Use from time to time.

1.4 Your Thoughtexchange Software license below includes the ability for you or persons you authorize to use certain administrative and facilitation functions. Use of these functions is governed by a Facilitator Agreement, which is presented through a dialog in the Thoughtexchange Software and must be accepted before using any of these functions. If there is disagreement between a term set forth in this Agreement and a term set forth in the Facilitator Agreement, the term contained in this Agreement takes precedence. You acknowledge and agree that Fulcrum may change the terms of the Facilitator Agreement from time to time.

**2. Use of the Software**

2.1 The Thoughtexchange Software is delivered via two types of program software components: Client Software and Server Software.

a) Client Software runs on a computer that you or your Participants or your Facilitators provide or have access to. This computer must meet the minimum system requirements in order to have access to all of the Thoughtexchange functionality. These system requirements are published on our website (<https://thoughtexchange.com/support/>) and may change from time to time.

b) Server Software runs on a computer hosted by us. We also provide all other software components required on the server. You do not need to provide or host anything for the Server Software component of the Thoughtexchange Service.

**3. License**

3.1 The Thoughtexchange Services requires use of the Thoughtexchange Software. The software is licensed, not sold. This Agreement grants you the right to use the software in

connection with the Thoughtexchange Services under this Agreement, but no other rights. Specifically, you may not modify, alter or tamper with any portion of the Thoughtexchange Software (including, without limitation, the removal of any copyright or other proprietary notices) or create any derivative works of the software, or reverse engineer, decompile or disassemble any portion of the software. You may not lease, sell or otherwise transfer the software to others.

3.2 Fulcrum retains all rights in the Thoughtexchange Software, including all patent, copyright, trade secret, trademark and other proprietary rights. You will not derive and may not assert any title or interest in or to such software.

#### **4. Professional Services**

4.1 This Agreement also sets forth the terms of consulting, facilitation, moderation and any other professional services to be provided by us. We will provide any or all of the services listed in Appendix A which you have purchased (the "Professional Services"). The specific Professional Services which you have purchased are itemized on the cover page. For any services not listed on the cover page, the sections of Appendix A do not apply.

4.2 You agree that successful delivery of the Professional Services requires your involvement. You agree to provide the following:

- a) at least one person to act as a contact with Fulcrum;
- b) timely responses to, and participation with, Fulcrum to facilitate any of the Professional Services; and
- c) if required, all necessary information required for the facilitation of a Thoughtexchange engagement, including names and email addresses of Participants.

4.3 As part of the Professional Services, we will ask you at several points to review and approve certain information or Content (as defined below in Article 11). You are solely responsible to approve any Content before it is published, and Fulcrum shall not be liable for the publication of any Content that may be considered inaccurate, inappropriate, defamatory or otherwise unlawful.

4.4 When referred to in this agreement, "permission" is defined to mean written permission received by email, fax or postal mail.

4.5 The Parties agree that the relationship of Fulcrum to you is that of an independent contractor and acknowledge that it is not the intent of the parties to create a relation of employment, partnership, agency or joint venture.

#### **5. Ownership of Data**

5.1 All data created or provided by you is owned by you. Fulcrum provides hosting for your data as well as the tools to create and manage your data.

5.2 Except as otherwise specified in this Article 5, all data created by Fulcrum during the provision of Thoughtexchange Services, including, but not limited to, text, graphics, logo, pictures, audio and video, that contains content specific to you is owned by you, and you shall have the right to use it as you see fit following termination of this Agreement.

5.3 Any designs, templates, general graphics (i.e. graphics not directly pertaining to your organization, data or Services) or method of presenting data (e.g. infographics), whether or not

created with your input and or assistance, to the extent they do not contain content specific to you are the property of Fulcrum and can be re-used by us for any purpose.

5.4 All data provided by a Participant is owned by that Participant. This data is licensed to and shared with both you and Fulcrum pursuant to the Terms of Use.

5.5 The ownership rights in Article 5 shall survive the termination of this Agreement.

## **6. Software Usage**

6.1 This Agreement allows you to provide Participant access to anyone inside or outside your organization. There is no limit on the number of participants that you can have.

6.2 If the cover page lists "Unlimited Facilitators" or makes no mention of a specific number of Facilitators then there is no limit on the number of Facilitator accounts that can be created or active. If the cover page lists a limited number of Facilitators then only that number of Facilitators may use the Facilitation functionality of the Thoughtexchange Software.

6.3 You may not provide Facilitator access to parties outside of your organization (for free or for a fee) without our express written consent, except if these parties are acting as a facilitator for a Thoughtexchange topic related to your organization.

6.4 An account registered to an individual cannot be used by anyone else unless and until the account is properly transferred to another specific individual using the Administrative Functionality (an administration feature of the Thoughtexchange Software).

6.5 Your instance of the Thoughtexchange Software is initially set up with one Administrator. You may add additional Administrators using the Administrative Functionality.

## **7. Pricing and Payment**

7.1 The fee for your subscription to the Thoughtexchange Software and the Professional Services is itemized on the cover page of this Agreement. Upon execution of this Agreement, we will provide an invoice (or series of invoices) for this amount, including any applicable taxes. Payment is due upon receipt of our invoice(s).

7.2 At any time, you may request additional options to the Thoughtexchange Software or additional Professional Services, which will result in additional charges. Fulcrum will provide a new cover page outlining the additions, which, upon your acceptance, shall form part of this Agreement. Payment for the new options is due upon receipt of our invoice(s).

7.3 Thoughtexchange Software is licensed on a subscription basis. You purchase a number of months in advance, which becomes your "Licensed Time Period." You agree to pay all fees to Fulcrum for the subscription period to which the payment applies, plus any amounts due for additional charges, as well as applicable taxes.

7.4 Fulcrum may change its fees at any time and in its sole discretion, provided that any such change shall become effective at the end of the current term of your subscription.

## **8. Term of Your Subscription to the Thoughtexchange Software.**

8.1 The Term of your subscription to the Thoughtexchange Software is given on the cover page of the Agreement. It defines the Licensed Time Period during which you have access to the software.

8.2 Upon expiry of your term you will have the choice to:

- a) purchase an additional term of multiple months in advance; or
- b) cancel your subscription.

Failure to notify us of your choice will result in cancellation of your subscription.

8.3 You may cancel your subscription at any time by providing us with written notice. No refund is payable of any subscription fees already paid. Fulcrum may cancel your subscription at any time and will issue a refund pro-rated based on the number of months remaining to the end of the term.

8.4 Cancellation, or failure to renew your subscription, will result in suspension of the Thoughtexchange Software at the time of cancellation or at the end of your paid term. Prior to your termination you may obtain copies of your data using the data download feature. We will maintain your data for six (6) months after your last month of paid usage. After six (6) months we may, at our discretion, permanently delete your data. We do not guarantee to maintain your data after cancellation or the end of your term. We may, also at our discretion, keep your data for an indefinite amount of time so that, should you renew, you will have access to your data. Note that the more time passes the less likely we are to maintain your data, and even if we do maintain your data, as time passes it become less likely that your data will be useable due to system changes, upgrades etc.

8.5 If your subscription has been cancelled for six (6) months or more, and your data has been deleted as per Article 8.4, you will not be able to renew your subscription and will be required to commence a new subscription.

## **9. Term and Termination of Professional Services**

9.1 The term for Professional Services shall commence as of the date of this Agreement's execution and shall continue until the Professional Services are completed, or until terminated as provided herein.

9.2 Subject to paragraph 9.4, either party may terminate the Professional Services at any time, without cause, by providing thirty (30) days written notice to the other party. If you cancel, no refund shall be payable. If Fulcrum cancels, we will provide a refund based on the proportion of incomplete services.

9.3 Fulcrum may terminate the Professional Services immediately if you breach any of the terms of this agreement, or act in any manner that reasonably may be deemed inappropriate or unlawful.

9.4 The Professional Services are only available to you while your Thoughtexchange Software subscription is active. If your subscription is terminated for any reason, these Professional Services shall terminate on the effective date of termination of your subscription to the Thoughtexchange Software.

9.5 Cancellation or failure to renew your subscription to the Thoughtexchange Software will result in suspension of the Professional Services at the time of cancellation, or at the end of your paid term, including the hosting of any website or ongoing technology service that we provide to you. Prior to your termination you may obtain copies of your hosted website and other data by making a written request to us. We will maintain your hosted data for six (6) months after your last month of paid usage. After six (6) months we may, at our discretion, permanently delete your data. We do not guarantee to maintain your data after cancellation or the end of your term. We may, at our discretion, keep your data for an indefinite amount of time so that, should you renew, you will have access to your data. Note that the more time passes the less likely we are to maintain your data, and even if we do maintain your data, as time passes it become less likely that your data will be useable due to system changes, upgrades etc.

## **10. Availability and Support**

10.1 Fulcrum will make every reasonable effort to provide continuous access to the Thoughtexchange Software and Professional Services. Should an extended interruption of service occur, you will be notified as quickly as possible and Fulcrum will estimate to the best of its ability the expected duration of the outage. You will also be notified if scheduled outages are required for preventive maintenance.

10.2 Fulcrum may make available periodic software upgrades which will include both new functionality and fixes for problems. Fulcrum will use its best efforts to provide upgrades with fixes in a timely manner. These software upgrades are included in your subscription for the Licensed Time Period.

10.3 Fulcrum will provide support for questions and problems related to your Thoughtexchange Services by telephone and email. [The specific terms of your support are described on the cover page.] Support is provided Monday to Friday, 9 am to 5 pm Pacific Time excluding statutory holidays. We will make our best efforts to resolve your problems and address your questions in a timely manner. Web-based training and support materials are provided as-is.

## **11. Your Responsibility for Content**

11.1 Except as and only to the extent expressly provided in the Terms of Use, you acknowledge and agree that you, and not Fulcrum, are responsible for the content of all visual, written or audible communications and any other material produced by you, your Facilitators and Participants, or anyone else who may access the Software under your subscription, that is stored or published on your Thoughtexchange Software server ("Content").

11.2 Fulcrum is not liable for any loss or damages due to use of the Thoughtexchange Software by you or your Facilitators. It is your responsibility to ensure that your Facilitators have the right to use the Software where you are located, as well as where they are located.

11.3 The provisions in this Article 11 shall survive the termination of this Agreement.

## **12. Fulcrum's Responsibility for Content**

12.1 Fulcrum cannot guarantee the availability of the Thoughtexchange Software in all countries and they may not be available for use in any particular location. You are responsible for following the laws in your state, province or country.

12.2 Fulcrum makes at least daily backups of the Content in your Thoughtexchange Software system and stores a copy of the backups in a location separate from the live Content. Fulcrum

will use its best efforts to ensure the effectiveness of these backups and, in the event of system failure, Fulcrum will use its best efforts to recover and restore the most current and complete Content available.

12.3 Fulcrum does not guarantee the accuracy, integrity or quality of any Content.

12.4 You and your Facilitators and Participants control the privacy of your Content. Fulcrum will use commercially reasonable efforts to maintain the privacy of your Content stored in the Thoughtexchange system and, except as permitted by this Agreement or the Terms of Use or otherwise required by law, Fulcrum will not share such Content with anyone outside of Fulcrum without permission. If you grant us permission to use this information publicly you agree this information may be used by us for all business purposes, without any accounting or any payment to you, unless otherwise arranged at the time permission was given.

12.5 Fulcrum will use commercially reasonable efforts to ensure that only Facilitators authorized by you have access to your Content. You, and not Fulcrum, are responsible for conforming to any legal requirements of your jurisdiction concerning data access.

12.6 In addition to Fulcrum's rights under the Terms of Use, you acknowledge and agree that Fulcrum may cooperate with any governmental authority in connection with any investigation into your use of the Software, including use in contravention of applicable laws, and may, in accordance with applicable laws, disclose any Content, and any other information pertaining to you or to your use of the Software, to such governmental authority in connection with any such investigation. Notice of Fulcrum cooperation with any such investigation will be provided to you where reasonably possible.

12.7 Fulcrum's responsibilities contained in Article 12 shall survive the termination of this Agreement.

### **13. Collection and Use of Information**

13.1 Fulcrum may, at its discretion, use information collected by Fulcrum, including Content, technical or diagnostic information, your suggestions or feedback, for the following purposes only:

- a) monitor and manage usage by licensed Facilitators and other terms and conditions of this Agreement;
- b) extract statistical summary data (numerical values summarizing usage and not including any textual information entered by your Facilitators and Participants), combine the data with data from other Fulcrum customers, and to share this data, from which all customer identifying information has been removed, publicly;
- c) troubleshoot problems or assist your Facilitators and Participants with the Thoughtexchange Software; or
- d) improve Fulcrum's products and services.

13.2 You agree that Fulcrum has the right to monitor your use of the Thoughtexchange Software in order to ensure your compliance with the Terms of Use, the Facilitator Agreement or this Agreement, or to comply with any law, order, or requirement of any court or government authority.

13.3 Fulcrum may have access to certain confidential information related to the provision of the Thoughtexchange Service and the Professional Services, including, but not limited to, the names and email addresses of your Facilitators and Participants, access to personal information or data contained in your Thoughtexchange and information about your organization not directly related to your Thoughtexchange Process ("Your Confidential Information"). Fulcrum agrees that, except

as required by law, it will not disclose Your Confidential Information to any third party without prior written approval, and will protect Your Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information.

13.4 Specifically with respect to email addresses that you provide to us, Fulcrum agrees that it will not use such email addresses for anything other than directly providing the Thoughtexchange Services, unless, and only to the extent, you ask us to or grant us permission to do so.

13.5 If you grant us permission to use information publicly, you agree this information may be used by us for all business purposes, without any accounting or any payment to you, unless otherwise arranged at the time permission was given.

13.6 You agree that Fulcrum may publish or disclose your name (or, if you are a company or agency, the name of your company or agency) as a client of Fulcrum on our website or in written or verbal communications to other existing or prospective clients. No other information will be disclosed. If you do not want your name published or disclosed, you may deliver such notice in writing to Fulcrum and Fulcrum will agree to keep this information confidential until or unless such request is revoked.

13.7 Fulcrum's rights and responsibilities contained in Article 13 shall survive the termination of this Agreement.

#### **14. Fulcrum's Confidential Information**

14.1 We may provide you with information, including software and information we give you about the Thoughtexchange Software, the Professional Services and our related business, that is marked confidential or is received under circumstances that would reasonably lead you to understand it to be our confidential information ("Our Confidential Information"). You agree that you will not disclose Our Confidential Information to any third party without our prior written approval. You will maintain the confidentiality of Our Confidential Information with at least the same degree of care that you use to protect your own confidential and proprietary information, but not less than a reasonable degree of care under the circumstances. If you are a company or a public agency, you agree to take all reasonable steps to see that your employees, consultants, officers, and agents guard against and prevent disclosure of Our Confidential Information and to act in accordance with the confidentiality provisions of this Agreement. You further agree that Our Confidential Information will be available to your employees and officers and agents strictly on a "need-to-know" basis.

14.2 You will not be liable for the disclosure of any of Our Confidential Information which is:

- a) in the public domain other than by a breach of this Agreement on your part;
- b) rightfully received from a third party without any obligation of confidentiality;
- c) rightfully known to you without any limitation on use or disclosure prior to its receipt from us;
- d) independently developed by your employees;
- e) generally made available to third parties by us without restriction on disclosure; or
- f) otherwise required by law to be disclosed.

14.3 All terms of this agreement are confidential between you and Fulcrum, and, with the exception of the parties' respective advisors and other agents, are not to be discussed with anyone outside of those organizations.

14.4 The provisions contained in Article 14 shall survive the termination of this Agreement.

## **15. Indemnification**

15.1 You and Fulcrum each agree to defend, indemnify and hold the other harmless against and in respect of any loss, damages, obligation, penalty, deficiency or liability (including, without limitation, attorneys' fees) imposed upon, incurred by or asserted against one of us that are finally determined to result from the other's material breach of any provision of this Agreement or its failure to meet its obligations to or perform any acts required under this Agreement, except to the extent such loss is caused by the acts or omissions of, or misrepresentations by, the non-breaching party, its employees or agents or third parties.

15.2 If any demand, claim or suit is asserted or instituted with respect to which any party may be entitled to indemnification under either Article 16.1 or 16.2, then the party liable for indemnification shall notify the party entitled to indemnification of the full details to the extent then known. The party entitled to indemnification shall be entitled at its own expense to employ counsel to defend such demand, claim or suit or to participate in the defense of such asserted demand, claim or suit. Any proposed settlement of any such demand, claim or suit must be approved by both you and Fulcrum. The parties agree to cooperate in good faith in the defense or settlement of any such demand, claim or suit.

15.3 The provisions contained in Article 15 shall survive the termination of this Agreement.

## **16. Limitation of Liability**

16.1 Because online services such as Thoughtexchange are inherently complex, Fulcrum cannot warrant that the Thoughtexchange Software will be entirely error-free or will operate without interruption. Fulcrum warrants that during the term of this Agreement the Thoughtexchange Software will be free from significant defects.

16.2 Fulcrum's sole responsibilities in the event of an error or defect in Thoughtexchange Software shall be:

- a) to use reasonable efforts to correct significant defects without charge; or
- b) to refund a portion of the license fee paid to Fulcrum for the Thoughtexchange Software, pro-rated from the time such defects are first brought to Fulcrum's attention, and terminate your subscription.

16.3 You are solely responsible for the consequences of use of the Thoughtexchange Software under your subscription. Fulcrum shall in no way be held responsible for the outcome of software usage nor anything resulting from Content provided by you or your Facilitators.

16.4 Fulcrum accepts no responsibility for the consequences of Thoughtexchange Software unavailability, software bugs or missing features.

16.5 You acknowledge that due to the complexity of software, it is possible that use of the Thoughtexchange Software could lead to the unintentional loss or corruption of data. You assume all risks of such data loss or corruption; the warranties provided in this Agreement do not cover any damages or losses resulting from data loss or corruption.

16.6 IT IS UNDERSTOOD AND AGREED THAT EITHER PARTY'S LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE FEES PAID BY YOU FOR SERVICES PROVIDED OVER THE PRIOR

TWELVE (12) MONTH PERIOD. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR DAMAGES. THE PRICE STATED FOR THE PRODUCTS IS A CONSIDERATION IN LIMITING FULCRUM'S LIABILITY.

16.7 The provisions contained in Article 16 shall survive the termination of this Agreement.

## **17. General**

17.1 This Agreement constitutes the entire agreement between you and Fulcrum and there are no covenants, representations, warranties or agreements other than those contained or specifically preserved under the terms of this Agreement.

17.2 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, without reference to any conflict-of-laws principles. You irrevocably submit to the personal jurisdiction of the U.S. federal and state courts in King County, Washington for any action or proceeding arising out of, or based upon, this Agreement and/or the Facilitator Agreement, and waive any objection to the laying of venue in such courts or that any such court constitutes an inconvenient forum. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, OR RELATING TO, THIS AGREEMENT AND/OR THE FACILITATOR AGREEMENT.

17.3 We are not a municipal advisor as that term is used in Section 15B of the Securities Exchange Act (the "Exchange Act") and Rules thereunder requiring registration of municipal advisors. Accordingly, you acknowledge and agree that, by undertaking and creating reports in connection with a Thoughtexchange process, and in any other communication we may provide to you: (a) we are not recommending an action to you; and (b) we are not acting as a municipal advisor toward you, and we do not owe a fiduciary duty to you pursuant to Section 15B of the Exchange Act with respect to the information and material contained in such communications. You should discuss any information and material contained in our communications with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

17.4 In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the parties original intentions and the remainder of the provisions shall remain in full force and effect.

17.5 Either party's failure to insist upon or enforce strict performance of any provision of this Agreement does not mean that either party has waived any provision or right in this Agreement.

17.6 Neither the course of conduct between you and Fulcrum nor trade practice shall act to modify any provision of this Agreement. This Agreement may only be amended by written agreement between all parties. You may not assign or transfer this Agreement without our prior written consent.

17.7 This Agreement inures to the benefit of and is binding on our respective successors and assigns.

**APPENDIX A**  
**Thoughtexchange Professional Services**

This appendix lists all of the Professional Services which Thoughtexchange currently provides. It is unlikely you have purchased all of the services listed here. The actual services you have purchased are listed on the cover page of your agreement.

**A1 Facilitation**

A1.1 Fulcrum shall perform all or some of the steps required to develop, execute and otherwise facilitate your Thoughtexchange Process ("Facilitation").

A1.2 A Thoughtexchange Process has a number of facilitator activities which you need to approve before we can move on in the process. You shall be responsible for approving the Content at all Checkpoints, and Fulcrum shall not be liable for the publication of any Content that you have approved.

A1.3 These checkpoints and the data to be approved include:

- Share step participant text in email and in the share application
- Results of moderation where inappropriate participant thoughts are removed
- Star step participant text in email and in the Star application
- Participant flagged thoughts during the Star step – whether these should be removed or added back into the conversation
- Thank you messaging to participants on completion of the Star step
- Theming of starred thoughts – we don't normally get customer approval or signoff on theming
- Email announcing the publication of the results website

A1.4 For all, some or one of these checkpoints you can tell us to proceed without you actually inspecting the information. You do so at your own risk and Fulcrum shall not be liable for the publication of this content.

A1.5 All discussions related to Facilitation will be provided in-person, or via telephone, live chat or email.

**A2 Analysis**

A2.1 Fulcrum shall perform one or more analytic processes on your data and create visualizations of these results.

A2.2 We will present these visualizations to you in draft form and we will require your approval before we will share these results with your participants. These results are shared via ebooks, websites, documents, etc.

A2.3 You can share the results with participants or the public as you think best. Once you have shared the results publicly they are deemed to be in the public domain and we may then share with others as we wish.

A2.4 You own the specific results and the specific visualizations of the results. Fulcrum retains ownership of the analytic processes and mechanisms of visualizations even if these were developed or improved in conjunction with you.

### **A3 Video**

A3.1 Fulcrum shall film, edit and publish a video that demonstrates the purpose, process and results of your Thoughtexchange Process (the "Video"). You are responsible for reviewing and approving the content of the Video prior to its publication.

A3.2 You shall be responsible for recruiting and making available persons to appear in the Video. Fulcrum shall be responsible for obtaining releases and permissions from all persons filmed in the Video.

A3.3 Once the Video has been completed, the Video is your property and you can publish it as you wish. If you give us permission, we may also publish the Video on our website, YouTube, other media sites or in any other marketing materials without further notice to you.

### **A4 Website**

A4.1 Fulcrum shall design, build and publish a website that makes available your Thoughtexchange Process results and associated analysis and conclusions (the "Website"). The website content is generally provided by us but you may, at your discretion, provide all or some of the content or corrections to the content. You are responsible for reviewing and approving the content before it is published.

A4.2 During the design phase of the Website the web address (URL) will be active but protected from public viewing. Fulcrum may provide this protection using a login which we will provide to you. Fulcrum assumes no responsibility for the condition or content of the Website if you choose to disclose this login information to others.

A4.3 Once the Website is published it will be available generally to the public and Fulcrum may direct others to the Website.

A4.4 After the Website is published, no changes may be made other than minor revisions to the content except as agreed by you and Fulcrum. You are responsible for reviewing and approving the content of any revisions.

A4.5 Fulcrum shall host the Website on its server, or on a third party server at our discretion. While the parties agree that internet servers are susceptible to occasional outages and down time, Fulcrum shall use its best efforts to ensure that such interruptions are minimal.

A4.6 If your Agreement is terminated for any reason Fulcrum shall, if requested within 30 days of the termination, provide you with a backup image of the website which you may then host. Fulcrum accepts no responsibility for the hosting of this backup nor any content.

A4.7 You own the website contents. Fulcrum retains ownership of the analytic processes, visualizations, website layout and design and implementation mechanisms even if these were developed or improved in conjunction with you.

### **A5 EBook**

A5.1 Fulcrum shall design and build an electronic document that describes the results of one or more of your Thoughtexchange Processes (the "EBook"). The content is generally provided by us but you may, at your discretion, provide all or some of the content or corrections to the content. You are responsible for reviewing and approving the content before it is published.

A5.2 Once the EBook is completed it is your property and you may make use of it as you wish. If you give us permission, we may then publish it for our own marketing purposes without further notice to you. Fulcrum retains ownership of the design of the EBook to use as a template for other EBooks with other customers, even if the design was developed or improved in conjunction with you.

#### **A6 Customized Reports**

A6.1 Fulcrum shall construct customized reports, based on your specific request or input, that show the data from one or more of your Thoughtexchange Processes in ways different from the standard reporting built into the software (the "Customized Reports"). You are responsible for reviewing and approving the content before it is published.

A6.2 Once the Customized Report is completed, it is your property and you may make use of it as you wish. If you give us permission we may then publish it for our own marketing purposes without further notice to you. Fulcrum retains ownership of the design of the report to use as a template for other reports with other customers, even if the design was developed or improved in conjunction with you.

#### **A7 Consulting**

A7.1 Fulcrum shall provide consulting advice related to stakeholder engagement processes.

A7.2 The cover page states the maximum number of hours that Fulcrum is required to provide.

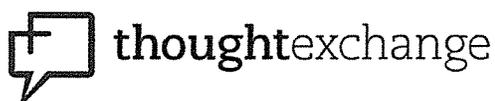
A7.3 All advice provided by Fulcrum is "as-is" and is our best judgment based on the information available to us at the time and you remain responsible for all results of that advice.

#### **A8 Events**

A8.1 Fulcrum shall provide for facilitation services at the event(s) as given on the cover page.

A8.2 Fulcrum shall make a commercially reasonable best effort to provide high quality services at your event.

A8.3 Fulcrum is not responsible for consequential damages as a result of the quality of the services we provide at your event.



**Fulcrum Management Solutions Inc.  
Thoughtexchange™ Terms of Service Agreement**

This document together with the attached document setting forth additional terms, is a legal agreement between Fulcrum Management Solutions Inc. and you, Santa Rosa City Schools, the undersigned subscriber. This document and the attachment form a single agreement, referred to in this document and the attachment as this "Agreement." In the event of a disagreement between this document and the attachment this document takes precedence.

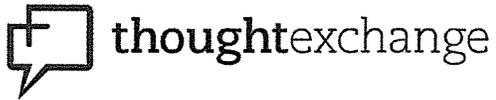
**This is not an invoice.** Invoices for each installment outlined below showing taxes and payment options will be provided after acceptance of this agreement.

**Pricing**

Description	Price
Thoughtexchange Software System & Professional Services*:	\$92,585.00
1 District Wide Parent & Staff Engagement Processes Per Year for 3 Years (Total 3)	
15 Hours Engagement Consulting	
Infrastructure Fee	
36 Months	
<b>Including the following:</b>	
<i>Unlimited Facilitators for all Schools &amp; District Office (includes all Staff, Students &amp; Parents)</i>	
<i>Unlimited Participants</i>	
<i>Custom Branding, Unlimited Websites, Custom Reports, Consolidations &amp; Imports, Interactive Web Reporting</i>	
<i>Unlimited Access to Online Tools, Email and Phone Based Support</i>	
5% discount for completion of agreement by December 16, 2016	(\$4,630.00)
Total	\$87,955.00

\* see attached Attachment A





**Payment & Term**

Your total fee is 87,955.00 U.S. Dollars.

Your license begins on January 1, 2017 and expires on December 31, 2019.

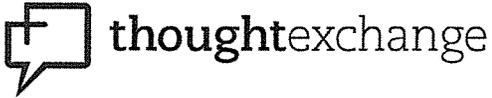
This agreement must be accepted by December 16, 2016 to be valid.

Your fee is to be paid in 3 installments based on the following schedule:

	Amount Due	Date Due
Installment #1	\$29,319.00	December 31, 2016
Installment #2	\$29,318.00	December 31, 2017
Installment #3	\$29,318.00	December 31, 2018

**Termination**

Notwithstanding Section 9.2 of Attachment A, if you provide us with notice of termination more than 60 days prior to an installment due date, then that installment and future installments do not need to be paid, and your license will terminate as of the due date.



Please indicate your acceptance of this agreement and the attachment by email reply or by signing below and returning this cover page to us. By signing or replying you represent that you are authorized to agree to this agreement on behalf of Santa Rosa City Schools. Payment also indicates acceptance of these terms.

Santa Rosa City Schools

Fulcrum Management Solutions Inc.

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

By: Juliette Franklin

\_\_\_\_\_  
(Above Name Printed)

\_\_\_\_\_  
(Above Name Printed)

\_\_\_\_\_  
(Title)

VP Finance  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

November 29, 2016  
\_\_\_\_\_  
(Date)



## **SANTA ROSA CITY SCHOOLS REQUEST FOR SURVEYOR SERVICES**

### **Piner High School (PHS) Stadium Lights Project**

**10/25/16**

#### **Requested Scope of Services**

Conduct field surveys and office support services to prepare a design level topographic survey with information to support a DSA submission and construction documentation. The survey shall include, but not be limited to, the following features:

- 1) All areas within the yellow hatch. Areas within the track and field shall include basic survey points and as-built delineation of transitions between materials.
- 2) Areas along the perimeter fence to the north and east of the football field (adjacent to neighbors) shall be detailed, including any available data on the elevation of neighboring yards (some are offset in elevation from the school field)
- 3) Circulation paths adjacent to the tennis and walkways to the campus shall be surveyed in a maximum of 50ft intervals.
- 4) ADA parking stalls adjacent to the tennis courts.
- 5) Alternates: Please provide separate pricing for the following two alternates – 1) A ten foot deep stretch along the north side identified in red on the diagram, 2) A ten foot deep stretch along the east side identified in red on the diagram.

Mapping to be prepared at a scale of 1"=10' with a contour interval of one foot, on the same horizontal and vertical datum as was used for surveys of the adjacent campus circulation. Provide completed mapping to design team and owner in digital and hard copy formats.

Attachment: Aerial Diagram of Fence Location

**Proposals Due: Monday October 31, 2016**

**Return to: Kelley Cook, Director of Purchasing (email: [kcook@srcs.k12.ca.us](mailto:kcook@srcs.k12.ca.us))**

**Phone: 707-528-5409 Fax: 707-528-5102**

**AGREEMENT FOR CONSULTING SERVICES**

This Agreement (“Agreement”), made this \_\_\_\_ day of December, 2016, by and between Santa Rosa City Schools, a political subdivision of the State of California (“District”) and Cinquini & Passarino, Inc., a duly qualified consultant in the area(s) of Land Surveying (“Consultant”).

District and Consultant hereby agree as follows:

1. Scope of Services:

Consultant agrees to provide services to District as set forth in **Attachment A** for the Piner High School Stadium Lights Project.

2. Contract Documents:

The contract documents consist of the Agreement for Consulting Services, the following General Provisions, any attachments, and completed insurance forms.

3. Compensation:

As full compensation for all services contemplated by this Agreement, Consultant shall be recompensed as set forth in **Attachment A**.

4. Term of Agreement:

The term of this Contract shall be from December 15, 2016 to February 15, 2017 inclusive, subject to the provisions of Section 11 of the General Provisions.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

District:

Consultant:

s/ \_\_\_\_\_

s/ \_\_\_\_\_

Steven J. Eichman, Asst. Supt. Bus Serv.  
Name/Title

Anthony G. Cinquini, P.E., P.L.S., Principal  
Name/Title

**Note: Federal Internal Revenue regulations require this office to report all payments to individuals for consultant services.**

## GENERAL PROVISIONS

1. Consultant's Warranty: District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by District shall not operate as a waiver or release.
2. Status of Consultant: The parties intend that Consultant, in performing the services herein specified, shall act as an independent consultant and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, insurance, bonus or similar benefits District provides its employees.
3. Conflict of Interest: Consultant represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement, and Consultant further represents that, during the performance of this Agreement, no such conflict of interest shall exist. If Consultant participates in the planning, development, or negotiation of a contract or other matter for the District, Consultant may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.
4. Extra (Changed) Work: Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that District and school personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the Consultant 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 Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.
5. Nondiscrimination: Consultant 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 Agreement are incorporated by this reference.
6. Transfer of Rights: Consultant assigns to District all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by Consultant in connection with the project, if any. Consultant agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Consultant may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District.

7. Ownership of Work Product: District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by Consultant prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement.

8. Indemnification:

(a) Consultant 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 Consultant's performance of the project or its failure to comply with any of its obligations contained in these contract documents, except such Liability cause 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 Consultant or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) Consultant shall be liable to District for any loss or damage to District property arising from or in connection with Consultant's performance hereunder.

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

(a) X Required/ Not Required: 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) X Required/ Not Required: 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 consultant's liability, and personal injury liability.

(c) X Required/ Not Required: 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 nonowned 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 Agreement.

(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)   x  Required/  Not Required: Professional Liability (Errors and Omissions) Insurance for all activities of the Consultant arising out of or in connection with this Agreement 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."

(f) 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 Agreement.

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

(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.

(g) Policy Obligations: Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

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

10. Method and Place of Giving Notice, Submitting Bills and Making Payments: All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

District:

Santa Rosa City Schools  
211 Ridgway Avenue  
Santa Rosa, CA 95401  
P: 707-528-5124 F: 707-528-5204  
Attention: Jim Moorhouse

Consultant:

Cinquini & Passarino, Inc.  
1360 No. Dutton Avenue, Ste. 150  
Santa Rosa, CA 95401  
P: 707-542-6268 F: 707-542-2106  
Attention: Anthony G. Cinquini

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded certified, or registered with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

11. Termination:

(a) 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 the reasonable value of services 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 Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Consultant 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 damage, if any, sustained by District by virtue of any breach of the Agreement by Consultant.

12. Security. (K-12 districts only) By execution of the Agreement/Contract, the Consultant acknowledges that Education Code section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the District determines that the Consultant and Consultant's employees will have limited contact with pupils. In making this determination, the District will consider the totality of the circumstances, including factors such as the length of time the Consultant and Consultant's employees will be on school grounds, whether pupils will be in proximity with the site where the Consultant and Consultant's employees will be working, and whether the Consultant and Consultant's employees will be alone or with others. The District further reserves the right to determine, on a case-by-case basis, to require any entity providing school site services to comply with the requirements of this paragraph.

(a) District Determination of Fingerprinting Requirement Application

The District has considered the totality of the circumstances concerning the Project and has determined that the Consultant and Consultant's employees:

  X   are subject to the fingerprinting requirements of Education Code sections 45125.1 and Paragraph (b) below, is applicable.

       are not subject to the fingerprinting requirements of Education Code section 45125.1 and Paragraph (c) below, is applicable.

(b) If the District has determined that fingerprinting is required, the Consultant expressly acknowledges that: (1) Consultant and all of Consultant's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code section 45125.1; (2) Consultant shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) Consultant shall certify in writing to the Governing Board of the District that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) Consultant shall provide to the Governing Board of the District a list of names of its employees who may come in contact with students. The Consultant is required to fulfill these requirements at its own expense.

(c) Even if the District has determined that fingerprinting is not required, the Consultant expressly acknowledges that the following conditions shall apply to any work performed by the Consultant and/or Consultant's employees on a school site: (1) Consultant and Consultant's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Consultant and Consultant's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Consultant and Consultant's employees shall not change locations without contacting the school office; (4) Consultant and Consultant's employees shall not use student restroom facilities; and (5) If Consultant and/or Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

13. Due Performance: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

14. Taxes: Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case District is audited for compliance regarding any applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on those earnings.
15. Dispute Resolution: The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement through mediation prior to commencing litigation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.
16. Choice of Law and Venue: This Agreement shall be governed by California law, and venue shall be in the Superior Court of the County of Sonoma, California, and no other place.
17. 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. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
18. Assignment/Delegation: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
19. No Third-Party Beneficiaries: There are no intended third-party beneficiaries to this Agreement.
20. No Waiver of Breach: The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
21. Force Majeure: If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.
22. Severability: If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.
23. Headings: The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

24. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

25. Authorization: Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

26. Attachments: The following Attachments, attached hereto, are incorporated herein by reference:

**Attachment A – Scope of Services & Compensation**

## Attachment A

### SCOPE OF SERVICES & COMPENSATION

*Scope of Work and Fee Proposal to Provide Land Surveying Services  
APN 152-050-003 - 1700 Fulton Road, Santa Rosa, California*

#### BASE SCOPE OF WORK

The topographic survey will be at a drawing scale of 1 inch = 10 feet, unless otherwise requested, with a one foot contour interval. The topographic survey will include the following:

- Topographic survey coverage area will include the base scope area as described in the request for services and as shown on the diagram provided with the request.
- Detailed survey will be performed along fence lines for new fence construction, ADA parking areas and circulation paths.
- Fields and track will be delineated with topographic measurements taken at intervals not to exceed 100 feet.
- Topographic survey will include all necessary work to produce a topographic map, including features such as, but not limited to; building corners and elevations, curb lines, water meters, sewer cleanouts, valves, manholes (including rim, invert and pipe information), utility markings on the pavement, utility poles, driveway and doorway locations, sidewalks, trees four (4) inches and larger, retaining wall or decorative walls, and any other pertinent information that could apply to the project during design.
- Topographic survey will be provided the same horizontal and vertical datum as was used for the surveys of the adjacent campus circulation if said survey is provided to prior to commencement of field work.
- *A BOUNDARY SURVEY IS NOT A PART OF THIS SCOPE OF WORK*

#### **ADDITIVE ALTERNATE 1**

If authorized prior to commencement of field work, the following area will be added to the base topographic survey:

- Topographic survey coverage area will include the a strip approximately 670 feet long ten feet wide along the northerly fence line adjacent to the baseball fields. Elevations along of the neighboring parcels will be collected where accessible.

#### **ADDITIVE ALTERNATE 2**

If authorized prior to commencement of field work, the following area will be added to the base topographic survey:

- Topographic survey coverage area will include the a strip approximately 620 feet long ten feet wide along the easterly fence line of the school between the stadium and southeasterly school access. Elevations along of the neighboring parcels will be collected where accessible.

*Deliverables: Sealed hardcopy of Topographic Survey Map. The Autocad "dwg" used to create the hardcopy will also be provided for your convenience.*

#### PROJECT FEE

The hourly not to exceed fee for the Base topographic survey will be \$9,880.00 The hourly not to exceed fee for Alternative I topographic survey will be \$960.00 The hourly not to exceed fee for Alternative 2 topographic survey will be \$960.00

#### PROJECT SCHEDULE

The topographic survey will be completed within approximately 12to 15 working days from authorization to proceed. Inclement weather may affect this schedule.



## **SANTA ROSA CITY SCHOOLS REQUEST FOR GEOTECHNICAL SERVICES**

### **Piner High School (PHS) Stadium Lights Project**

**10/26/16**

#### **Requested Scope of Services**

Perform a geotechnical/geologic hazard study for the proposed project based on the following information about the project:

- 1) The project consists of (6) 70-80 foot Musco Light Poles around the field, a precast 12 ft high concrete wall system with site cast concrete footings around the north and east sides of the field, and landscaping.
- 2) Scope Alternates 1 & 2 include extending the study to the north and east behind the baseball fields per the attached diagram. Secondary wall will be a progressive reduction in height down to 6 feet. The incremental reduction shall be in 20 foot increments at 10 ft, 8 ft to 6 ft in height respectively.

The study will evaluate the soil and geologic conditions at the site to provide geotechnical conclusions and recommendations for the design and construction of the project. This project will follow the requirements of the Division of the State Architect (DSA) and the California Geological Survey (CGS), which is the geologic hazard reviewer for DSA. The geotechnical consultant must meet the requirements of DSA and CGS. The scope will include a final review of the DSA submission drawings and a letter indicating general conformance with the recommendations. An allowance shall be provided for anticipated assistance during the Construction Phase.

Attachments: Aerial Diagram of Fence Location and Diagram of Lights Locations

**Proposals Due: Monday October 31, 2016**

**Return to: Kelley Cook, Director of Purchasing (email: [kcook@srcs.k12.ca.us](mailto:kcook@srcs.k12.ca.us))**

**Phone: 707-528-5409 Fax: 707-528-5102**

## **AGREEMENT FOR ENGINEERING SERVICES**

This agreement ("Agreement") made and entered into by and between Santa Rosa City Schools, a political subdivision of the State of California, herein called DISTRICT, and RGH Consultants, wholly owned and operated by RGH Geotechnical and Environmental Consultants, herein called ENGINEER, WITNESSETH:

WHEREAS, DISTRICT proposes to undertake the construction of an improvement project herein described which requires the services of a duly qualified and licensed engineer, and

WHEREAS, ENGINEER represents that ENGINEER is licensed as a civil engineer in the State of California and qualified to provide the services required by DISTRICT, and

WHEREAS, ENGINEER was selected to perform the services under the Agreement in compliance with Government Code Section 4529.10 *et seq.*, and the parties have negotiated the terms pursuant to which ENGINEER will provide such services and have herein reduced such terms to writing.

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is hereby agreed:

### **1. AGREEMENT**

DISTRICT retains ENGINEER to perform, and ENGINEER agrees and undertakes to provide to DISTRICT, for the consideration and upon the terms and conditions herein set forth, the engineering services specified in this Agreement and those related services incidental thereto.

### **2. DESCRIPTION OF PROJECT**

Engineering services shall be provided for the project known as the Piner High School Stadium Lights ("Project"), located at 1700 Fulton Road, Santa Rosa, CA 95403, [and as set forth in ENGINEER's Proposal, dated, October 31, 2016] [and as described in the Project Description and Schedule], attached hereto as **Exhibit A**, and fully incorporated herein.

### **3. TERM OF AGREEMENT**

This Agreement begins with execution of the Agreement by the parties and completes upon completion of services under the Agreement, unless terminated sooner. Should none of the services stated herein be commenced by or before six (6) months from the date set forth by the parties in the execution clause, this Agreement is void.

### **4. COMPENSATION**

As compensation for all services of ENGINEER in performance of this Agreement, DISTRICT shall pay to ENGINEER:

a. BASIC SERVICES: For all "Basic Services," as set forth in Paragraph 5, below, and as specified in **Exhibit A**, Tasks and Responsibilities, which is attached hereto and fully incorporated herein, ENGINEER shall be compensated \$22,590, as more particularly set forth in **Exhibit A**, Compensation and Schedule of Hourly Billing Rates, which is attached hereto and fully incorporated herein, except as expressly provided herein, including, but not limited to Paragraph 12, Termination of Agreement, below.

b. ADDITIONAL SERVICES: For all "Additional Services" other than Basic Services, a fee to be agreed upon by the parties in writing prior to performance of such services by ENGINEER, which fee may be a flat amount, or ENGINEER's standard hourly rates, as set forth in Exhibit A, and necessary consultants at 1.10 times cost, or as otherwise specified in Exhibit A hereto. Only the Superintendent or authorized designee may authorize Additional Services or changes to Basic Services. The parties expressly acknowledge that any other DISTRICT employees are without authorization to order either Additional Services or changes to the Basic Services or to waive contractual requirements of this Agreement. Failure of the ENGINEER to secure proper authorization for Additional Services or changes to Basic Services shall constitute a waiver of any and all right to adjustment in the contract price as set forth herein, and ENGINEER shall not be entitled to compensation for such unauthorized services.

c. REIMBURSABLE EXPENSES: "Reimbursable Expenses" are in addition to compensation for Basic and Additional Services and include expenses incurred by ENGINEER, as set forth in Exhibit A. Payment of Reimbursable Expenses in excess of the total estimated reimbursable expenses set forth in Exhibit A, is subject to prior written approval by DISTRICT. Reimbursable expenses shall be itemized and presented monthly by ENGINEER to DISTRICT for payment upon approval by DISTRICT's authorized representative.

d. PAYMENTS: Each payment to ENGINEER shall be made monthly in the usual course of DISTRICT business after presentation by ENGINEER of an invoice approved by DISTRICT's authorized representative, except as provided herein. The invoice shall identify services performed to date or since the previous invoice, method of computation of amount payable, and amount payable. Final payment shall be made following complete performance of all Basic Services and any Additional Services, including, but not limited to, completion of all services required for final approvals and Project closeout.

## 5. BASIC SERVICES TO BE RENDERED BY ENGINEER

a. ENGINEER's Basic Services shall consist of the following items and such services as further specified in Exhibit A hereto:

b. CONSULTANTS AND STAFF. DISTRICT and ENGINEER agree that the professional services under this Agreement require adequate staffing and continuity of qualified people. The key staff and consultants for this Project are listed below:

<u>Position:</u>	<u>Name:</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

i. All key staff and consultants employed by ENGINEER who are not listed above shall be approved in advance by DISTRICT prior to their engagement. ENGINEER shall confer and cooperate with architects, educational planners, and other professional consultants employed by DISTRICT.

ii. ENGINEER shall promptly notify DISTRICT of the reassignment or replacement of key staff or consultants listed above. ENGINEER shall also notify DISTRICT of staff changes of all other key personnel working on the Project. If DISTRICT finds the performance of an approved individual not acceptable, DISTRICT will notify ENGINEER who will take necessary corrective action. If unable to correct performance to DISTRICT's satisfaction, ENGINEER will make appropriate staffing changes acceptable to DISTRICT.

c. ENGINEER, as part of the Basic Services, shall furnish, at ENGINEER's own expense, all draftsmen and clerical personnel necessary to perform the services described herein.

## **6. INDEMNITY**

a. ENGINEER shall indemnify, defend, 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 which arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of ENGINEER, 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 ENGINEER or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

b. The obligations set forth in this Paragraph 6 shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.

## **7. INSURANCE**

With respect to the performance of work under this Agreement, ENGINEER shall maintain and shall require all of its subcontractors to maintain insurance as described below:

a. Workers' compensation insurance with statutory limits as required by the Labor Code or the State of California. Said 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 utilizing an occurrence policy form, in an amount no less than \$2,000,000 combined single limit for each occurrence. Said insurance shall include, but not be limited to: premises and operations liability, independent contractors' liability, and personal injury liability.

c. Automobile liability insurance covering bodily injury and property damage in an amount no less than \$2,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

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

i. 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 Agreement.

ii. 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.

iii. 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.

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

e. Professional Liability (Errors and Omissions) Insurance for all activities of the ENGINEER arising out of or in connection with this Agreement is an amount no less than \$2,000,000 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." In addition, to the extent that the activities and services of engineers or consultants are not covered under ENGINEER's professional liability insurance, ENGINEER shall cause each engineer and consultant, before the time such engineer or consultant shall commence any services relating to the Project, to obtain and maintain a policy of professional liability insurance in an amount of not less than \$2,000,000.00 with an insurance carrier satisfactory to DISTRICT.

f. 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. Said certificates shall be submitted prior to the execution of this Agreement.

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

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

g. Policy Obligations: ENGINEER's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

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

## **8. ERRORS AND OMISSIONS**

In addition to any other remedy which may be available to DISTRICT under this Agreement or under the laws of the State of California, DISTRICT may require ENGINEER to pay all reasonable costs made necessary and to the extent caused by any negligent or intentional error or omission of ENGINEER, including, but not limited to, costs for the removal or replacement of materials and labor or both, and ENGINEER shall not receive any fee for any of its work performed in correcting said error or omission.

## **9. COMPLIANCE WITH LAWS**

a. ENGINEER's services and performance under this Agreement shall meet the standard of due care for engineers in the community in which the Project is being constructed. Using reasonable professional judgment, ENGINEER shall determine compliance with and interpretation of all applicable requirements of federal, state and local law including, but not limited to, the Uniform Building Code with California amendments, the Education Code, Title 19, and Title 24 of the California Code of Regulations, and all requirements prescribed by the California Department of General Services, as these codes and regulations may be amended from time to time. Conflicts of such codes or regulations which should be disclosed, based on ENGINEER'S reasonable professional judgment and based on the Project schedule, scope of services or significance of the conflict, shall be made known to DISTRICT and its legal advisor. DISTRICT shall decide the course of action after recommendation, if any, by ENGINEER and the DISTRICT's legal advisor.

b. ENGINEER and all engineers and consultants retained by ENGINEER in performance of this Agreement shall be licensed as required by law to practice in their respective professions.

## **10. WARRANTY**

DISTRICT has relied upon the professional ability and training of ENGINEER as a material inducement to enter into this Agreement. ENGINEER hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of ENGINEER's work by DISTRICT shall not operate as a waiver or release.

## **11. RECORDS**

ENGINEER shall maintain all records concerning the project for a period of four years after its completion. ENGINEER shall keep and maintain full and complete documentation and accounting records concerning all additional services performed that are compensable by other than a flat rate. ENGINEER shall make such documents and records available to authorized representatives of DISTRICT for inspection or audit at any reasonable time.

## **12. TERMINATION OF AGREEMENT**

a. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Upon written notice from DISTRICT of such termination, ENGINEER shall immediately cease work under the Agreement, except such work as may be required to comply with Paragraph 14 of this Agreement, or as otherwise specified in writing by DISTRICT. If this Agreement is terminated pursuant to this provision, the parties shall be relieved of the remaining executory obligations of the Agreement as of the effective date of such termination, except for payment due or Liability arising out of services performed up to that date.

b. DISTRICT may, at its election, terminate this Agreement if ENGINEER defaults in any material respect on any provision hereunder and fails to cure such material default within 15 days following written notice, or if the default cannot be cured within 15 days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from DISTRICT. If DISTRICT terminates this Agreement based upon the material default of ENGINEER, DISTRICT shall be entitled to pursue any remedy available under the law against ENGINEER including, without limitation, an action for damages for breach of contract.

c. Upon written notice from DISTRICT of such termination, ENGINEER shall immediately cease work under the Agreement, except such work as may be required to comply with

Paragraph 14 of this Agreement, or as otherwise specified in writing by DISTRICT. In such event, ENGINEER shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by DISTRICT by virtue of any breach of the Agreement by ENGINEER. DISTRICT shall pay ENGINEER only the fee associated with the services provided since the last invoice that has been paid and up to the notice of termination, except for the fee for work required to comply with Paragraph 14 of this Agreement.

d. If, at any time, DISTRICT determines that work on the Project should be terminated, ENGINEER, upon written notice from DISTRICT of such termination, shall immediately cease work on the Project, except work required to comply with Paragraph 14 of this Agreement. In such event, DISTRICT shall pay ENGINEER only the fee associated with the services provided since the last invoice that has been paid and up to the notice of termination, except the fee for such work as may be required to comply with Paragraph 14 of this Agreement. ENGINEER agrees to continue to perform all non-terminated portions of this Agreement in that case, and the Parties agree that ENGINEER'S compensation shall be adjusted accordingly.

e. Upon termination of this Agreement for any reason, ENGINEER shall promptly and without further cost or charge to DISTRICT, deliver to DISTRICT all of the documents and other work product relating thereto.

### **13. ENGINEER AN INDEPENDENT CONTRACTOR**

It is specifically agreed that in the making and performance of this Agreement, ENGINEER is an independent contractor and is not and shall not be construed to be an officer, employee, partner, or joint venturer of DISTRICT. ENGINEER shall act as an independent contractor and shall have control of the work and the manner in which it is performed. ENGINEER is not to be considered an agent or employee of DISTRICT and is not entitled to participate in any pension plans, insurance, bonus, or similar benefits DISTRICT provides its employees.

### **14. OWNERSHIP OF DOCUMENTS**

Pursuant to Section 17316 of the Education Code, all plans, including, but not limited to, record drawings, specifications, and estimates prepared by ENGINEER pertaining to the Project pursuant to this Agreement shall be and shall remain the property of DISTRICT. Nothing in this paragraph shall preclude DISTRICT from using the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on or adjacent to the site.

Any use or re-use or modification of any portion of the plans, specifications, or estimates or other documents prepared by ENGINEER under this Agreement, by DISTRICT or any other person with DISTRICT's consent, for any purpose other than as contemplated in this Agreement, shall be at the sole risk of DISTRICT and without liability to ENGINEER, with no warranty of merchantability or fitness, and DISTRICT shall indemnify, hold harmless and defend ENGINEER and its officers, directors, agents, employees and consultants from all claims of any kind arising out of such use, re-use or modification of said plans, specifications, estimates or other documents prepared by ENGINEER.

After the completion of this project, ENGINEER shall not permit any reproductions to be made of any DISTRICT owned documents without the approval of DISTRICT and shall refer all requests for such documents by other persons to DISTRICT.

ENGINEER and DISTRICT shall have the right to include photographic or graphic representations of the design of the Project among their respective promotional and professional materials.

## **15. DISPUTE RESOLUTION PROVISIONS**

### **a. MEDIATION**

i. Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation if the parties mutually agree. If such matter relates to or is the subject of a lien arising out of ENGINEER's services, ENGINEER may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or arbitration.

ii. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a request for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

iii. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

### **b. ARBITRATION**

i. Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to arbitration if the parties mutually agree. Prior to arbitration, the parties may endeavor to resolve disputes by mediation in accordance with the mediation provisions above.

ii. A request for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the request for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

iii. Such arbitration shall be advisory unless the parties otherwise agree.

## **16. SUCCESSORS AND ASSIGNMENTS**

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that ENGINEER shall not assign or transfer any or all of ENGINEER's rights, burdens, duties, or obligations, pursuant to this Agreement, without the prior written consent of DISTRICT's Governing Board. Any attempted assignment without such consent shall be invalid.

## **17. TIME SCHEDULE**

a. **TIME SCHEDULE:** Time is of the essence in the performance of this Agreement. ENGINEER shall perform all services hereunder as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. ENGINEER shall submit for DISTRICT's approval, as part of Exhibit A hereto, a schedule for the performance of ENGINEER's services which shall be adjusted, as required, as the Project proceeds, and shall include allowance for periods of time required for DISTRICT's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. The schedule when approved by DISTRICT shall not be exceeded unless extended in writing by DISTRICT. ENGINEER shall at all times maintain adequate staffing and resources necessary for the timely performance

of ENGINEER's services under this Agreement. ENGINEER shall review and respond to submittals, requests for information, and the like, as expeditiously as possible to avoid delays in the work.

b. DELAYS: If ENGINEER is delayed in ENGINEER's services by acts of DISTRICT or its employees or those in a direct contractual relationship with DISTRICT or by the California Department of General Services or other agencies having jurisdiction over the Project or by acts of God or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any fault or negligence on the part of ENGINEER, the time for ENGINEER's performance shall be extended accordingly. Notwithstanding the foregoing, ENGINEER shall endeavor to avoid or minimize such delay. DISTRICT shall not be liable for the damages to ENGINEER on account of such delays.

## **18. HAZARDOUS MATERIALS**

Unless otherwise specified herein, the services provided under this Agreement do not include the discovery, identification, removal, handling, or disturbance of any hazardous substances or materials at the Project site. If such substances or materials are knowingly encountered by ENGINEER at the Project site, construction work shall cease in that area and DISTRICT shall be notified to take appropriate action for removal or otherwise abating the condition in accordance with current regulations applicable to DISTRICT.

## **19. SCHOOL SITE SECURITY**

DISTRICT has determined that fingerprinting pursuant to Education Code section 45125.1 is not applicable to this Agreement, however, ENGINEER expressly acknowledges that the following conditions shall apply to any work performed by ENGINEER and/or ENGINEER's employees on a school site: (1) ENGINEER and ENGINEER's employees shall check in with the school office each day immediately upon arriving at the school site; (2) ENGINEER and ENGINEER's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, ENGINEER and ENGINEER's employees shall not change locations without contacting the school office; (4) ENGINEER and ENGINEER's employees shall not use student restroom facilities; and (5) if ENGINEER and/or ENGINEER's employees find themselves alone with a student, ENGINEER and ENGINEER's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

## **20. NOTICE**

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

DISTRICT:	Jim Moorhouse, Director of M&O 211 Ridgway Avenue, Santa Rosa, CA 95401 P: 707-528-5124 F: 707-528-5204
ENGINEER :	Eyelee Wellington, Administrative Assistant 1305 North Dutton Avenue, Santa Rosa, CA 95401 P: 707-544-1072 F: 707-544-1082

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded "certified," or "registered" with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

## **21. MISCELLANEOUS**

The following terms and conditions shall applied to this Agreement:

a. **GOVERNING LAW AND VENUE:** This Agreement shall be construed in accordance with, and governed by the laws of the State of California. Venue shall be in the Superior Court of the State of California in the County of Humboldt, and no other place.

b. **ENTIRE AGREEMENT:** This Agreement with its exhibits supersedes any and all other prior or contemporaneous oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreement shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

c. **SEVERABILITY:** Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

d. **NON-WAIVER:** None of the provisions of the Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. DISTRICT's failure to enforce any provision of this Agreement or the waiver of any provision in a particular instance shall not be construed as a general waiver of any part of such provision.

e. **DISCRIMINATION PROHIBITED:** It is the policy of DISTRICT that in connection with all work or services performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, handicap, or marital status. ENGINEER agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, et seq. In addition, ENGINEER agrees to require like compliance by any consultants or subcontractors employed on the Project.

f. **CONFLICT OF INTEREST:** ENGINEER represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. ENGINEER further represents that in the performance of this Agreement, no person having such interest will be employed.

g. **TAXES:** ENGINEER agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case DISTRICT is audited for compliance regarding any applicable taxes, ENGINEER agrees to furnish DISTRICT with proof of payment of taxes on those earnings.

h. **NO THIRD-PARTY BENEFICIARIES:** There are no intended third-party beneficiaries of this Agreement.

## **22. PROVISIONS APPLICABLE TO PUBLIC WORKS**

ENGINEER understands that some of the services to be performed under this Agreement constitute a "public work" as that term is used in Labor Code Section 1720 and/or Section 16001 of Title 8 of the California Code of Regulations and are subject to Division 2, Part 7, Chapter 1 of the California Labor Code (commencing with Labor Code Section 1720) (the "Prevailing Wage Law"). As to those services, ENGINEER and any contractor employed by ENGINEER to perform those services

("Contractor")) shall comply with the Prevailing Wage Law which requires, by way of example, the following:

a. WORK HOURS: The ENGINEER/Contractor shall not permit any worker to labor more than eight (8) hours during any one (1) calendar day or more than forty (40) hours in one calendar week, except in cases of emergency. However, work in excess of such hours shall be permitted upon compensation at not less than 1 and 1/2 times the basic rate of pay, unless a higher rate of overtime pay is required by prevailing wage requirements referred to in c.

b. WORKERS COMPENSATION INSURANCE: In accordance with Sections 3700, 1860, and 1861 of the Labor Code, ENGINEER/Contractor will be required to secure the payment of compensation to its employees and shall sign and file the Certificate attached hereto.

c. PREVAILING WAGE: The ENGINEER/Contractor shall pay prevailing wages in accordance with Labor Code Sections 1770 et seq. Applicable prevailing wage determinations are available from the State Department of Industrial Relations Division of Labor Statistics and Research at: [http://www.dir.ca.gov/DLSR/statistics\\_research.html](http://www.dir.ca.gov/DLSR/statistics_research.html).

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ENGINEER

DISTRICT

By: \_\_\_\_\_  
Eric G. Chase  
Senior Associate Engineer

By: \_\_\_\_\_  
Steven J. Eichman,  
Assistant Superintendent of Business Services

Approved As To Legal Form  
Date: \_\_\_\_\_  
\_\_\_\_\_  
Legal Counsel

Certificates of Insurance and Bonds Approved  
Date: \_\_\_\_\_  
\_\_\_\_\_  
Director, JPA Services

**EXHIBITS:**

Exhibit A: Project Description and Schedule, Tasks and Responsibilities & Compensation and Schedule of Hourly Billing Rates

**Exhibit A – Project Description and Schedule  
Tasks and Responsibilities  
Compensation and Schedule of Hourly Billing Rates**



*Experience is the difference*

Santa Rosa Office  
1305 North Dutton Avenue  
Santa Rosa, CA 95401  
P: 707-544-1072  
F: 707-544-1082

Napa Office  
1041 Jefferson St., Ste 4  
Napa, CA 94559  
P: 707-252-8105  
F: 707-544-1082

Middletown Office  
P.O. Box 852  
Middletown, CA 95461  
P: 707-987-4602  
F: 707-987-4603

**PROFESSIONAL SERVICES AGREEMENT**

**Date:** October 31, 2016

**Project Number:** 1053.16.04.1

**Project Name:** Piner High School Stadium Lights and Walls

**Project Location:** 1700 Fulton Road, Santa Rosa, California

**Client:** Santa Rosa City Schools

**Street Address:** 211 Ridgway Avenue

**City, State and Zip Code:** Santa Rosa, CA 95401

**Project Description:** Client retains RGH Consultants (RGH), wholly owned and operated by RGH Geotechnical and Environmental Consultants, Inc., to provide geotechnical engineering services during design and construction of the stadium lights and walls to be constructed at Piner High School located at 1700 Fulton Road in Santa Rosa, California. This agreement is based on our understanding of the project following:

1. Review of a request for geotechnical services dated October 26, 2016;
2. Brief review of geologic literature pertinent to the site; and
3. Brief review of our previous work performed at the school.

Piner High School is an essentially flat school site off Fulton Road. The school buildings are located in the southwestern portion of the property with a football field in the northeastern portion. Baseball fields are located west of the football field with softball fields to the south. A review of published maps indicates the school is located within a zone of low liquefaction potential.

We understand it is proposed to construct six 70- to 80-foot tall Musco Light Poles around the field, a precast 12-foot high concrete wall system with site cast concrete footings around the north and east sides of the field, and landscaping. In addition, there are alternate scopes, referred to as 1 and 2, that include extending the study to the north and east behind the baseball fields. The secondary wall

will be a progressive reduction in height down to 6 feet.

The purpose of our study will be to evaluate the soil and geologic conditions at the site to provide geotechnical conclusions and recommendations for the design and construction of the project. We anticipate the major geotechnical concerns will include:

1. The weakness, compressibility and expansion potential of the site surface soils;
2. The potential for liquefaction at the site;
3. The de-stabilizing effect of uncontrolled surface runoff; and
4. The strong ground shaking predicted to impact the site during the life of the project.

**Scope of Services:** We have been requested to provide a scope of services that covers the project through design and construction. Therefore, we have divided our scope of services into three tasks as follows: geotechnical/geologic hazard study, consultation during design and CGS review, and construction observation and testing.

Task 1 – Geotechnical/Geologic Hazard Study - We understand that this project will follow the requirements of the Division of the State Architect (DSA) and the California Geological Survey (CGS), which is the geologic hazard reviewer for DSA. DSA and CGS require that at least one boring extend to at least 50 feet in depth to evaluate liquefaction potential. In addition, DSA publication IR A-4 (rev 12-19-13) requires site-specific ground motions for structures with Seismic Design Categories of E and F. A site with a S1 value greater than or equal to 0.75 will be in either Seismic Design Category E or F. A preliminary review of the U.S. Seismic Design Maps from the United States Geological Survey (USGS) yielded an S1 value of 0.752. Therefore, site-specific ground motions performed in accordance with Chapter 21 of ASCE 7-10 are required for this site.

Based on the above information, we developed the following scope of services for this project. RGH proposes to review selected published geologic data pertinent to the site. Our engineer or geologist will conduct a surficial reconnaissance of the site and mark our proposed exploration locations with white paint. We will contact Underground Service Alert (USA) so that their members can locate their facilities in the vicinity of our exploration locations. We anticipate that the locations will be reviewed by personnel from Santa Rosa City Schools that are familiar with the property and possible utility locations.

Once cleared, we will explore the subsurface conditions in the area of the planned light standards by drilling four borings on the order of 25 to 50 feet deep using a track-mounted auger rig. One of the borings will extend to at least 50 feet. In addition, we will drill three borings on the order of 10 to 15 feet deep for the planned wall using an ATV-mounted drill rig. If the wall is extended per alternates 1 and 2, we will drill four additional borings (two per alternate) on the order of 10 to 15 feet deep using the ATV-mounted drill rig. Our engineer or geologist will locate and log the borings, and obtain bulk and relatively undisturbed samples for visual examination, classification and laboratory testing. Selected samples representative of the material types encountered will be laboratory tested to determine certain characteristics pertinent to our analysis. These may include moisture content, dry density, shear strength, expansion potential (Expansion Index) and classification (Atterberg Limits and percent of silt and clay).

Based on the geologic literature review and analysis of the field and laboratory work, we will develop the following geotechnical information:

1. A brief description of soil and groundwater conditions observed during our study;
2. A discussion of seismic hazards that may affect the proposed improvements;

3. Site-specific seismic design criteria per guidelines in the 2016 California Building Code (CBC) and ASCE 7-10; and
4. Specific conclusions and recommendations concerning:
  - a. Primary geotechnical engineering concerns and mitigating measures, as applicable;
  - b. Alternative foundation types, design criteria and settlement behavior;
  - c. Backfilling of utility trenches;
  - d. Geotechnical engineering drainage improvements; and
  - e. Supplemental geotechnical engineering services.

We will consult with you and your design team during the course of our work to transmit preliminary design data as needed. Upon completion, we will present the results of our study in a written report including summaries of the field and laboratory work.

Task 2 – Consultation during Design and CGS Review – After submittal of the report, we will provide on-call consultation regarding the geotechnical recommendations presented in our report. In addition, we will address comments, if any, provided by CGS after review of our report. We will review the geotechnical aspects of the project plans and provide comments, if any, to the design time. Once comments have been addressed, we will issue a final review letter.

Task 3 – Construction Services - As required by DSA during construction, we will provide intermittent to full time on-site observation during foundation excavations for the light standards and walls. The results of our observations will be made available to the contractor(s) on the job site so that timely corrective action might be taken, if required. Upon completion, we will issue a Geotechnical Verified Report as required by DSA.

This scope of services does not include performing exploration on a weekend or at night nor does it include the determination or evaluation of the presence or absence of hazardous materials or toxic mold.

# AGREEMENT FOR SERVICES

## PREAMBLE

This Agreement is effective this 1st day of November 1, 2016 by and between California School Inspections (“CSI”) and the Santa Rosa City Schools (“District”).

## RECITALS

**WHEREAS**, District requires the services of CSI; and

**WHEREAS**, CSI possesses the experience and skill to provide the services requested by District; and

**WHEREAS**, this agreement (“Agreement”) sets forth the terms, conditions and covenants between the parties (“Parties”).

## TERMS, CONDITIONS & COVENANTS

**NOW, THEREFORE**, the Parties agree as follows:

1. Scope of Work. CSI shall perform the services as set forth in the scope of work attached as Exhibit A herewith and incorporated herein by this reference.
2. Term. The term of the Agreement shall be from November 1, 2016 to April 30, 2017 unless further extended in writing by the Parties.
3. Fees; Payment. For services rendered for the duration of the Agreement, District agrees to pay fees to CSI in the amount of \$30,000 in Six (6) equal monthly payments of \$5,000.00 each for the duration of said agreement. Payment of fees shall be made within thirty (30) calendar days of receipt of invoice by the District. Late payments shall entitle CSI to charge an interest rate not to exceed one and one-half percent (1 ½ %) per month or portion thereof.
4. Expenses. District agrees to reimburse CSI for travel expenses associated with completing the scope of services (Exhibit A). Mileage reimbursement shall be at the current IRS allowance. All other travel expenses (lodging, etc.) shall be approved by the District in advance of said travel.
5. Early Termination. Either Party shall have the right to terminate the Agreement upon providing thirty (30) days written notice to the other Party. Upon such termination, District shall pay CSI’s final invoice based on services rendered up to the termination date.
6. Assignment. This Agreement may not be assigned without the written consent of the other Party.
7. Notices; Service. Any written notices may be sent to the Parties as follows:

To CSI: Bill McGuire, Consultant  
California School Inspections  
5355 Brentford Way  
El Dorado Hills, CA 95762

To District: Diann Kitamura., Superintendent  
Santa Rosa City Schools  
211 Ridgway Ave  
Santa Rosa, CA 95401

Notices may be personally served, served by regular mail postage prepaid and deposited in the U.S. Mail, by registered mail, by facsimile with proof of transmittal, or by overnight mail with proof of delivery.

8. Limitation of Liability. Notwithstanding any provision of law, CSI's liability for any errors or omissions shall be limited to the fees actually received by CSI.
9. Alternative Dispute Resolution. In the event of any dispute arising out of the Agreement, the Parties agree to an alternative dispute resolution (ADR) process. If the Parties are unable to resolve their dispute, they agree to binding arbitration pursuant to the rules of the American Arbitration Association (AAA), or other arbitration service as the Parties may agree. Any arbitration shall take place at the arbitration facilities nearest to the District.
10. Modification. The Agreement may only be modified in writing executed by the Parties.
11. Complete Agreement. This Agreement, including Exhibit A, is the entire agreement between the Parties and supersedes any and all prior understandings whether orally or in writing.
12. Execution in Counterpart. The Agreement may be signed on separate signature pages (in counterparts). Copies of signatures shall have the same force and effect as original signatures for all purposes.
13. Binding Effect. This Agreement is binding upon the successors and assigns of the Parties.

Dated: November 1, 2016

Dated: \_\_\_\_\_, 2016

California School Inspections

Santa Rosa City Schools



By: Bill McGuire  
Its: Consultant

By: Diane Kitamura,  
Its: Superintendent

## SCOPE OF WORK

Based on an average two days a month from November 1, 2016 to April 30, 2017 the following will be work on:

1. Assist the District administration in the implementation of the District's capital facility program including, but not limited to, identification of the projects that fall within the total overall budget, establishing appropriate timelines with the understanding the goal is to complete all projects by August 2017, assisting the bidding process, accounting for project expenditures, developing on-going reporting tools for continual updates to the Board, administration, school sites and community
2. Assist the District administration in the implementation of its comprehensive facility master plan.
3. Advise the District administration in a timely manner with information on facility, business and general administration issues.
4. Assist the Superintendent and District administration in the ongoing development and implementation of sound business policies and practices at the district level and school site level including, but not limited to purchasing, maintenance/operations grounds, bidding procedures, transportation, food services, risk management and student body business practices.
5. Provide timely responses to the District administration on questions related to District issues.
6. Provide "coaching" assistance to the District administrators as directed by the Superintendent.
7. Work with the Superintendent and District administration in the ongoing development, modification and administration of the District budget for 2016-17 and 2017-18.
8. Work with the Superintendent and District administration in the on-going implementation of the Local Control Funding Formula (LCFF) including the allocation of said resources.
9. Assist the Superintendent on projects that cannot be identified at this time that are agreed to by both parties for inclusion in the Scope of Work to be completed under the terms and conditions of said agreement.

# AGREEMENT FOR SERVICES

## PREAMBLE

This Agreement is effective this 1st day of November 1, 2016 by and between California School Inspections (“CSI”) and the Santa Rosa City Schools (“District”).

## RECITALS

**WHEREAS**, District requires the services of CSI; and

**WHEREAS**, CSI possesses the experience and skill to provide the services requested by District; and

**WHEREAS**, this agreement (“Agreement”) sets forth the terms, conditions and covenants between the parties (“Parties”).

## TERMS, CONDITIONS & COVENANTS

**NOW, THEREFORE**, the Parties agree as follows:

1. Scope of Work. CSI shall perform the services as set forth in the scope of work attached as Exhibit A herewith and incorporated herein by this reference.
2. Term. The term of the Agreement shall be from December 1, 2016 to June 30, 2017 unless further extended in writing by the Parties.
3. Fees; Payment. For services rendered for the duration of the Agreement, District agrees to pay fees to CSI in the amount of \$56,000.00 in Seven (7) equal monthly payments of \$8,000.00 each for the duration of said agreement. Payment of fees shall be made within thirty (30) calendar days of receipt of invoice by the District. Late payments shall entitle CSI to charge an interest rate not to exceed one and one-half percent (1 ½ %) per month or portion thereof.
4. Expenses. District agrees to reimburse CSI for travel expenses associated with completing the scope of services (Exhibit A). Mileage reimbursement shall be at the current IRS allowance. All other travel expenses (lodging, etc.) shall be approved by the District in advance of said travel.
5. Early Termination. Either Party shall have the right to terminate the Agreement upon providing thirty (30) days written notice to the other Party. Upon such termination, District shall pay CSI’s final invoice based on services rendered up to the termination date.
6. Assignment. This Agreement may not be assigned without the written consent of the other Party.
7. Notices; Service. Any written notices may be sent to the Parties as follows:

To CSI: Eloy Vento – Project Director  
California School Inspections  
5355 Brentford Way  
El Dorado Hills, CA 95762

To District: Diann Kitamura., Superintendent  
Santa Rosa City Schools  
211 Ridgway Ave  
Santa Rosa, CA 95401

Notices may be personally served, served by regular mail postage prepaid and deposited in the U.S. Mail, by registered mail, by facsimile with proof of transmittal, or by overnight mail with proof of delivery.

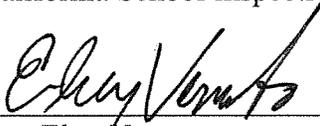
8. Limitation of Liability. Notwithstanding any provision of law, CSI's liability for any errors or omissions shall be limited to the fees actually received by CSI.
9. Alternative Dispute Resolution. In the event of any dispute arising out of the Agreement, the Parties agree to an alternative dispute resolution (ADR) process. If the Parties are unable to resolve their dispute, they agree to binding arbitration pursuant to the rules of the American Arbitration Association (AAA), or other arbitration service as the Parties may agree. Any arbitration shall take place at the arbitration facilities nearest to the District.
10. Modification. The Agreement may only be modified in writing executed by the Parties.
11. Complete Agreement. This Agreement, including Exhibit A, is the entire agreement between the Parties and supersedes any and all prior understandings whether orally or in writing.
12. Execution in Counterpart. The Agreement may be signed on separate signature pages (in counterparts). Copies of signatures shall have the same force and effect as original signatures for all purposes.
13. Binding Effect. This Agreement is binding upon the successors and assigns of the Parties.

Dated: December 1, 2016

Dated: \_\_\_\_\_, 2016

California School Inspections

Santa Rosa City Schools

  
\_\_\_\_\_  
By: Eloy Vento  
Its: Project Director

\_\_\_\_\_  
By: Diane Kitamura,  
Its: Superintendent

## SCOPE OF WORK

Based on an average two days a week from December 1, 2016 to June 30, 2017 the following will be work on:

1. Assist the District administration in the implementation of the District's capital facility program including, but not limited to, identification of the projects that fall within the total overall budget, establishing appropriate timelines with the understanding the goal is to complete all projects by August 2017, assisting the bidding process, accounting for project expenditures, developing on-going reporting tools for continual updates to the Board, administration, school sites and community
2. Assist the District administration in the implementation of its comprehensive facility master plan.
3. Advise the District administration in a timely manner with information on facility issues.
4. Provide timely responses to the District administration on questions related to District facilities issues.
5. Assist the District administration in the implementation and completion Proposition 39 for energy efficiency projects.
6. Assist the Superintendent and District administration on facilities projects that cannot be identified at this time that are agreed to by both parties for inclusion in the Scope of Work to be completed under the terms and conditions of said agreement.

**SANTA ROSA CITY SCHOOLS**

**INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES**

This Independent Contractor Agreement for Professional Services ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, between the Santa Rosa City Schools ("District") and Bridge Housing ("Contractor") (together, "Parties").

**WHEREAS**, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

**WHEREAS**, the District is in need of such services and advice; and

**WHEREAS**, the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

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

**NOW, THEREFORE**, the Parties agree as follows:

**1. Services.** The Contractor shall furnish to the District the scope of services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work").

**2. Term.** Contractor shall commence providing services under this Agreement on and will diligently perform as required or requested by District as applicable.

**3. Submittal of Documents.** The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the scope of services in Exhibit A above, and the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

Signed Agreement

Workers' Compensation Certificate

Fingerprinting/Criminal Background Investigation Certification

Insurance Certificates and Endorsements

W-9 Form

Scope of Work

Health Screening Certification

**4. Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed \$ \_\_\_\_\_ Dollars. District shall pay Contractor according to the following terms and conditions:

Payment for the Work shall be made for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

**5. Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:

No expenses shall be allowable without the prior written approval of the District.

**6. Independent Contractor.** Contractor, in the performance of this Agreement, 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, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. 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's employees and shall defend and indemnify the District against any claim or liability for any such payments.

**7. 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 Agreement.

**8. Standard of Care.** 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 for services to California school districts.

**9. Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services, and Contractor shall defend and indemnify the District against any claim or liability based on unauthorized use of such materials or property.

**10. Pre-existing Proprietary Materials.** Contractor's pre-existing proprietary materials utilized to provide or facilitate the scope of services to the District shall remain the intellectual property of Contractor.

**11. Intellectual Property.** Contractor understands and agrees that all intellectual property developed or produced under this Agreement, including but expressly not limited to any property subject to copyright, trademark or patent, shall become the property of District and cannot be used without District's express written permission, including but expressly not limited to any and all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

**12. Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any

time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents. For a period of three (3) years after final payment under the contract, all contracts involving the expenditure of public funds in excess of ten thousand dollars (\$10,000) shall be subject to examination and audit by the State Auditor. The audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

### **13. Termination.**

**13.1 Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. Upon this termination, District shall only be liable to Contractor for services satisfactorily rendered to the date of termination and Contractor expressly waives and releases any claims for damages against District that could arise from such termination.

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

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

material violation of this Agreement by the Contractor; or

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

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

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

**14. Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the “indemnified parties”) from any and all demands, losses, liabilities, claims, suits, and actions (the “claims”) of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants’ and/or attorneys’ fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

**15. Insurance.**

The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

**15.1 Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)

**15.2 Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

**15.3 Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor’s profession.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	\$ 1,000,000
Each Occurrence General Aggregate	\$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b>	\$ 1,000,000
Each Occurrence General Aggregate	\$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory

	Limits
<b>Employer's Liability</b>	\$ 1,000,000

**15.4 Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice

Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

**16. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

**17. Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

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

**19. Permits/Licenses.** Contractor and all Contractor's employees or agents 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 agreement.

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

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

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

**23. Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.

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

Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performances.

Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

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

**26. Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

**27. Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services to the extent permitted by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

**28. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the

United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Attn: Steve Eichman  
Santa Rosa City Schools  
211 Ridgway Ave.  
Santa Rosa, CA 95401

Contractor

Bridge Housing  
600 California St.  
San Francisco, CA 94108

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day of delivery as documented by the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

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

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

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

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

**33. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**Santa Rosa City Schools**

**Contractor**

Date: \_\_\_\_\_, 20\_\_

Date: \_\_\_\_\_, 20\_\_

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

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

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

---

**Information regarding Contractor:**

Contractor: \_\_\_\_\_

\_\_\_\_\_:

License No.: \_\_\_\_\_

Employer Identification and/or Social Security Number

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

- \_\_\_\_\_ Individual
- \_\_\_\_\_ Sole Proprietorship
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Limited Partnership
- \_\_\_\_\_ Corporation, State: \_\_\_\_\_
- \_\_\_\_\_ Limited Liability Company
- \_\_\_\_\_ Other: \_\_\_\_\_

**NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.**

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

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

Proper Name of Contractor: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the three boxes below **must** be checked:

**[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Contractor’s employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor’s employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

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

District Representative’s Name and Title: \_\_\_\_\_

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

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor’s services under this Agreement and Contractor certifies its compliance with these provisions as follows: *“Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”*

Contractor’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:

\_\_\_\_\_ The installation of a physical barrier at the worksite to limit contact with pupils.

Continual supervision and monitoring of all Contractor’s on-site employees of Contractor by an employee of Contractor, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

Surveillance of Employees by District personnel. **[TO BE COMPLETED BY DISTRICT EMPLOYEE ONLY.]**

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

District Representative’s Name and Title: \_\_\_\_\_

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

**Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

[MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

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

Name of Contractor or Company: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

**CERTIFICATION BY CONTRACTOR HEALTH SCREENING REQUIREMENTS**

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**8483.4.** The administrator of every program established pursuant to this article shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal. The administrator shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district.

<http://www.leginfo.ca.gov/calaw.html>

I certify that:

I have carefully read and understand **Education Code 8483.4**, and its reference to **Education Code 49406**, regarding health screening requirements for all persons employed by and/or doing services with Santa Rosa City Schools when such service is in direct proximity to students of the District.

Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District and therefore I have had a Negative TB Test within the last 4 years.

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

Executed at \_\_\_\_\_ California on \_\_\_\_\_

Consultant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please Print

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

Mailing Address: Street or PO Box, City, State, Zip

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Consultant/Contractor: \_\_\_\_\_

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

**EXHIBIT A**  
**Scope of Services**

1. **Scope of Work** to be performed: *(attach separate sheet if necessary)*

**Pre-Development Activities**

- 1) Complete a Feasibility Study for the SRCS approved project which will include:
  - Review approved project for cost updates assuming near term start of construction.
  - Development of preliminary economic scenario's based upon SRCS's housing goals and financing alternatives available to fund affordable/ workforce housing.
  - Likely scenarios include use of the property tax exemption, Certificates of Participation (COP) and/or a combination that could include Low Income Housing Tax Credits.
  - Present recommendations and feasibility findings.
  - Develop preliminary next steps and potential project timeline.
  - Establish weekly or bi-weekly meeting schedule
  - Cost: BRIDGE will produce these scenarios at no cost to SRCS for BRIDGE staff time. SRCS may be required to pay for third-party costs, subject to a pre-approved budget.

Alternatives analysis.

- Subject to the findings of the feasibility study prepare alternatives analyses.
- Refine financing assumptions based upon Staff and SRCS Board input.
- Refine the analyses into a Preferred Alternative for Staff and Board approval.
- Test financing assumptions with COP bond firms.
- Target Third Party potential equity or grant sources for the project.
- Cost (To be determined when a selection of the listed services is selected)

**Development Activities**

- 2) Authorize BRIDGE to finalize the financial package approved by Staff and SRCS Board
  - BRIDGE to bring forward 2-3 bids from experienced bond underwriter/issuance firms for the Prior to completion of the project BRIDGE/Burbank would provide a lease up and property management proposal for ongoing operations once the lease up has been completed.
  - BRIDGE to establish project timeline for financing, development budget and project next steps.
  - Bonds issued.
  - All Construction Plans developed and submitted for City and agency approvals.
  - BRIDGE would assist with obtaining qualified potential General Contractors and/or homebuilder bidders.
  - GC and/or Homebuilder bids will be solicited for the project.
  - In collaboration with Staff and SRCS Board a selection of the developer GC or Homebuilder will be made.
  - BRIDGE will monitor the development and manage the contract on behalf of Staff and SRCS Board and liaison with the City of Santa Rosa.

- Prior to completion BRIDGE/Burbank would assist Staff with the qualifying of employees and teachers for the onsite housing as needed. The goal would be to have qualified residents for all
- the available units for lease up once the units are completed.
- BRIDGE would manage close out of the construction contract and manage any public improvements acceptance process with City of Santa Rosa.

00648-00100/3356358.2



December 1, 2016

Project Number 8002.06

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

Attention: Steve Eichman – Assistant Superintendent

Subject: Proposal - Special Inspection Services  
Lawrence Cook Middle School Portable Classroom Pads and Shade Structure  
2480 Sebastopol Road, Santa Rosa, California  
DSA File #49-106; DSA Application #01-116303

Dear Steve:

At your request, LACO Associates (LACO) is pleased to present this proposal to the Santa Rosa City Schools (District) to provide special inspection and materials testing services during construction of a shade structure and preparation of subgrade pads for placement of three portable classrooms and one restroom at 2480 Sebastopol Road in Santa Rosa, California. In preparation of this proposal, we have reviewed plans prepared by Quattrocchi Kwok Architects dated November 29, 2016.

#### **PROJECT DESCRIPTION**

Plans indicate a 30-foot by 40-foot shade structure and four soil subgrade pads for placement of portable units that will be supported on wood foundations. Expansion of parking near the restroom portable is also planned. Construction elements that require special inspection and materials testing include steel columns, foundation concrete, steel reinforcing and soil subgrades.

#### **SPECIAL INSPECTION SERVICES**

A California Registered Civil Engineer will review concrete mix design for conformance with project plans and specifications. We will be present at the rebar fabrication facility to sample and tag individual bundles for laboratory tensile and bend testing. Prior to placement of concrete in foundations, we will perform batch plant inspections to verify that materials and quantities conform to project specifications. During placement of concrete, we will observe procedures, perform temperature and slump tests, and prepare cylinders for laboratory compressive strength testing. Certified welding inspectors will perform material identification and compare our observations to project plans and specifications.

During foundation excavation activities for the shade structure we will be present to document that suitable bearing material are encountered. During building pad and parking area subgrade preparation operations we will be present to observe soil compaction procedures and perform density tests at representative locations following ASTM D6938 guidelines. Similar services will be provided during placement of aggregate base materials. Representative samples of fill and aggregate materials will be tested in our laboratory in general accordance with ASTM D1557 test procedures as a basis for estimating relative compaction.

We will provide the services of qualified and certified technicians and registered engineering staff to perform the work described above on an as-requested basis. We should be notified at least 24 hours in advance to adequately schedule our services. Any workmanship or discrepancies with construction elements we are requested to observe and/or test will be brought to the immediate

21 W. 4th Street, Eureka, California 95501 707 443-5054 Fax 707 443-0553  
311 S. Main Street, Ukiah, California 95482 707 462-0222 Fax 707 462-0223  
3450 Regional Parkway, Suite B2, Santa Rosa, California 95403 707 525-1222

Toll Free 800 515-5054 [www.lacoassociates.com](http://www.lacoassociates.com)

attention of the Inspector of Record (IOR) and contractor(s). Field reports and laboratory test results will be distributed to the architect, engineer, IOR, and designated others. In addition, we will upload the reports to the DSA Box. We will prepare and submit interim DSA Form 291 documents, as requested by the IOR. At completion of the project, we will prepare a final DSA Form 291 for similar distribution.

**PROPOSED FEE**

We will provide the services of our Special Inspectors on a time-and-materials basis with no minimum charges at a rate of \$104 per hour. Other charges will be in accordance with our Schedule of Rates (enclosed). Accordingly, we recommend that a budget of **\$9,233** be established for our services on this project, as detailed in the following table:

SPECIAL INSPECTION AND MATERIAL TESTING	HOURS	VISITS	RATE	COST
Geotechnical inspection of foundation excavations	4	2	\$165	\$1,320
Rebar sample and tag	4	1	\$104	\$416
Special inspection of shop welding (Material I.D.)	4	2	\$104	\$832
Special inspection during concrete placement	6	1	\$104	\$624
Soil subgrade and baserock compaction testing	4	8	\$104	\$3,328
Laboratory compaction curve (est)	-	-	-	\$360
Laboratory rebar tensile and bend testing (est)	-	-	-	\$250
Laboratory concrete compression tests (\$25 ea.)	-	-	-	\$125
Sample retrieval	1	2	\$104	\$208
Vehicle charges (\$65 per day)	-	-	-	\$975
Professional engineering/management @ 8%	-	-	\$135	\$675
Certified Payroll and DAS Reporting	2	-	\$60	\$120
<b>Total</b>				<b>\$9,233</b>

Should more detailed information or a contractor's schedule become available, we can provide an updated cost evaluation. Please be advised that the actual construction schedule and progress of individual contractors controls the number of site visits needed for observation and testing and that our total fees may vary from our budget estimate. If testing or travel beyond the scope presented herein is required, we will provide those services at the hourly rates quoted herein and/or as indicated on the Schedule of Rates. However, we will not exceed the contract budget without the owner's prior authorization.

**SPECIAL CONDITIONS, ASSUMPTIONS, AND SERVICES NOT PROVIDED**

- This proposal assumes that the welding fabrication facility is located in Santa Rosa, California. If located outside Sonoma County, additional charges will apply.
- LACO will rely on the Owner or designated others to coordinate the total number of site visits needed to meet the testing requirements of the project.
- Materials testing or observation performed by LACO in no way relieves the Contractor of their obligation to perform the work in accordance with the requirements of the Contract Documents, including commonly accepted industry practices.

- The District will assist in providing safe access during on-site visits to facilitate required field testing and sampling.
- LACO shall have access to contract documents, including project plans, specifications, and any changes to the documents during construction, and other pertinent construction documents.
- This proposal assumes that this project qualifies as prevailing wage as set forth by the California Department of Industrial Relations.
- Design recommendations have not been included in this scope.
- LACO is not providing environmental engineering services on this project.

Thank you for considering our services. If this proposal is acceptable, please issue LACO a contract referencing this letter as the scope of services.

We look forward to working with you on this project. Please call me directly at (707) 525-1222 should you have questions.

Sincerely,  
LACO Associates

A handwritten signature in black ink, appearing to read "Edward H. Crump". The signature is fluid and cursive, with a large loop at the end.

Edward H. Crump, PE  
Senior Civil Engineer



**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 Tamara Teffeteller Therapy Services, 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 - 6512 - 0 - 5750 - 3110 - 5800 - 398 - 5198 (20%)  
01 - 6500 - 0 5770 - 3120 - 1210 - 198 - 9795 (80%)

**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:**    1

**Approved at Site by\*:**    [Signature]    Date: 1/30/14  
\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

**Contract Created by:**    Lucero Garcia/Special Services    Phone #: 707 528-5322  
Name of SRCS employee AND dept. or school site

**Proposed Contract Start Date:** \_\_\_\_\_    **Proposed Contract End Date:** \_\_\_\_\_

**Requisition #:** \_\_\_\_\_

**FOR BUSINESS SERVICES USE ONLY**

Funding Source /Funding Category verified:     YES     NO    **Board Approval Date:** \_\_\_\_\_

Verified by: \_\_\_\_\_    Date: \_\_\_\_\_

1. Services.

(a) DISTRICT's Responsibilities and Duties:

District will provide tools, equipment and testing materials. If required, district will provide necessary guidance to psychologist.  
Agency shall be liable for any district equipment not returned or damaged.  
Final payment may be withheld pending closing out of the account.

(b) CONTRACTOR's Responsibilities and Duties:

The consultant shall provide direct Psychology Services, perform needed evaluations, and work collaboratively with director, principals, teachers/school staff and parents.  
Consultant shall provide psychologist with laptop/computer.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on December 14, 2016, and will continue through June 30, 2016, 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 Thirty Five Thousand Dollars (\$ 35,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment shall be made upon receipt of monthly/bi-monthly/weekly invoices. Parties agree vendors shall be paid \$85.00 /hour at      hours/week. Any hours in excess of the above hours must be pre-approved by Special Services Administrator.

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?):

- Contractor shall keep an electronic log of activities including: students met, # of minutes, and type of activity. This log can be done through SRCS vendor Paradigm or via a spreadsheet and must be turned in with any invoice. Payment for any invoice may be withheld pending satisfactory receipt of this electronic log.
- Any information presented at an Initial IEP or to a parent, must first be delivered to the Case Manager and or the Program Manager at least 48 hours in advance of the presentation. Failure to do so will result in a fine of \$100 per 24 hour (or pro rata amount) the report is not presented.
- Measurable Metrics;
  - Vendor to attend all IEP meetings as required,
  - Vendor to be prepared with reports while at all IEP meetings
  - Satisfactory Attendance/Professional Etiquette, and
  - Satisfactory evaluation by Special Services Administration
- Frequency;
  - Quarterly
  - Semester; and
  - End of Year

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.