



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 SportsNet Inc., hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-0500-0-1140-1000-4300-249-H114

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

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

Contract is: ☐ New ☒ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: approximately 4000 students

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

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

Contract Created by: Elizabeth Evans, C&I Phone #: 707-528-5761
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: July 1, 2018 Proposed Contract End Date: June 30, 2019

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

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

Verified by: _____ Date: _____

Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

District is responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. District agrees to accept responsibility for any and all activities or actions that occur under your account and/or password. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

(b) CONTRACTOR's Responsibilities and Duties:

CONTRACTOR will provide secure web applications for the DISTRICT assisting with the management of athlete clearance and eligibility and athletic coach clearance (see attached Terms and Conditions and Privacy Policy).

CONTRACTOR will also provide individual training sessions and ongoing support for administrative users at all DISTRICT sites via phone, screen conference software, and email. General technical support will be provided via phone and email for parents and coaches requiring assistance while using the service.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 1, 2018 and will continue through June 1, 2019, 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 Eight Thousand Six Hundred Twenty-Five Dollars (\$8,625.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

☐ Service through September 30 represents a free trial period (see line 6, 1st Year Discount. Invoice 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?):

Sports Net Inc will provide athlete and coach eligibility management via an online platform for the five SRCS middle schools and five comprehensive high schools.

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.

X Increases student and family wellness and engagement through the full-service community school model.

X Serves all students with a fair, just, and equitable distribution of resources: Personnel, financial, and instructional.

☐ Provides safe and inviting facilities with current technology.

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

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

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

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

10. Indemnification:

(a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees,

officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.

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

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

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

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

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

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

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

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

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

- (e) Sexual Abuse and Molestation coverage in an amount no less than \$1,000,000 per occurrence, with an annual aggregate of \$2,000,000, endorsed with the following specific language: "This

policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.” **[Required if Contractor will be directly supervising children]**

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401
707-528-5381

CONTRACTOR:

Name: SPORTS NET INC.
Street: 814 SOVEREIGN WAY
City/State/Zip: REDWOOD CITY, CA 94065
Phone: (800) 217-4983

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF _____, 201__.

DISTRICT

Signature: _____

Assistant Superintendent

mmartin@srcs.k12.ca.us

707-528-5831

AUTHORIZED SIGNER or CONTRACTORSignature: Brad ZuckerPrint Name: BRAD ZUCKERTitle: PRESIDENTEmail: bzucker@sportsnetinc.comPhone: (650) 520-9220



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 Luther Burbank Center for the Arts, 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: 01-0500-0-1140-1000-5800-249-H114

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: 200

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

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

Contract Created by: Elizabeth Evans, C&I Phone #: 707-528-5761
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: July 5, 2018 Proposed Contract End Date: July 26, 2018

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

Verified by: _____ Date: _____
Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

DISTRICT will provide the venue for Mariachi Camp at Lawrence Cook Middle School ensuring that spaces are clean and ready for use; District will provide funding for Mariachi Camp staff (\$20,400.00) and supplies (\$500.00). Mariachi Camp staff includes a camp lead, (\$3,200.00), four music teachers (\$2,400.00 each); four assistants (\$1,200.00 each) support coordinator (\$1,600.00) and one general camp assistant (\$1,200.00)

(b) CONTRACTOR's Responsibilities and Duties:

CONTRACTOR will manage all aspects of Mariachi Camp remaining on site for three-week program; handle application and registration process for up to 50 participants; confirm placement with families; engage and contract musicians; coordinate logistics and provide funding for end of project reception and performance to be held at Luther Burbank Center for the Arts. The Center will also provide and maintain all of the instruments for the camp. The Center will also provide training to teachers and assistants prior to the camp.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on - September 1, 2018 and will continue through June 1, 2019, 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 Thousand Nine Hundred Dollars (\$20,900.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

CONTRACTOR will contract and compensate Mariachi Camp staff directly. DISTRICT will remit to CONTRACTOR payment of \$20,900.00, which is due to CONTRACTOR on or by July 5, 2018.

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 will administer pre- and post- project evaluations of participants.
- In addition, CONTRACTOR will solicit evaluations from parents at the end of the program.
- Data will be analyzed by CONTRACTOR following the program.
- Questions will assess participants' present knowledge of Mariachi music, previous experiences in the arts, level of engagement, and connection to cultural elements.
- Sample evaluations will be provided upon request.
- CONTRACTOR will provide copies of evaluations and analyzed data to DISTRICT by October 31, 2018.
- CONTRACTOR will work with DISTRICT to assess post-camp benefits to students relative to school attendance and engagement.

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

☒ Provides a coherent, rigorous, and relevant teaching and learning program to graduate college and career ready students.

☒ Increases student and family wellness and engagement through the full-service community school model.

☒ Serves all students with a fair, just, and equitable distribution of resources: Personnel, financial, and instructional.

☐ Provides safe and inviting facilities with current technology.

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

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

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

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

10. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-528-5381

mmartin@sres.k12.ca.us

CONTRACTOR:

Name: Ray GARGANO

Street: 50 MARK WEST SPRING

City/State/Zip: SANTA ROSA, CA 95403

Phone: 707-800-7528

Email: rgargano@lutherburbankcenter.org

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS 29 DAY OF MARCH, 2018.

DISTRICT

Signature: _____

AUTHORIZED SIGNER or CONTRACTOR

Signature: Ray Gargano

Print Name: Ray GARGANO

Assistant Superintendent

mmartin@srcs.k12.ca.us

707-528-5831

Title: Director of Education & Com Eng

Email: rgargam@lutherburbankcenter.org

Phone: 707-800-7528



RECEIVED

APR 03 2018

SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT

BUSINESS OFFICE
SANTA ROSA CITY SCHOOLS

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Classroom Safari, 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: 01 - 0500 - 0 - 1140 - 1000 - 5800 - 251 - 4230

Funding Category: ☒ Restricted ☐ Unrestricted ☐ Supplemental ☐ Concentration

☐ Base ☐ Bond Money ☐ Other

Approved at Site by: [Signature] Date: 8/28/18
Signature

Departmental Approval: [Signature] Date: 3/29/18
Signature

Contract Created by: Sarah Heyne Contact #: (408) 679-3266

Contract Number: _____ Requisition Number: R18-06385

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:

Communicate with contractor and Piner High School.

(b) CONTRACTOR's Responsibilities and Duties:

The contractor will bring safari animals to Piner High School's Health Science & Biotechnology year 2 course from 9:50-11:39 on March 29, 2018 and educate the class about these unique animals and wildlife veterinary science.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on March 29, 2018, and will continue through March 29, 2018, 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 ~~four hundred~~ Dollars (\$ 400.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

- Contractor leads classroom education program on the agreed upon date during one block class period

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?):

Experiential learning has long lasting impact on students. This classroom presentation aligns with CTE requirements by providing direct student interaction with professionals. This presentation will be part of a veterinary science unit and students will be tested through written assessments, projects, and reports.

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

☒ Provides a coherent, rigorous, and relevant teaching and learning program to graduate college and career ready students.

☒ Increases student and family wellness and engagement through the full-service

community school model.

☐ Serves all students with a fair, just, and equitable distribution of resources: Personnel, financial, and instructional.

☐ Provides safe and inviting facilities with current technology.

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

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

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

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

10. Indemnification:

(a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.

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

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

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

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

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

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

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

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

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

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

(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 CONTRACT.

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave
Santa Rosa, CA 95401

707-528-5381

dmartin@srcs.k12.ca.us

CONTRACTOR:

Classroom Safari (owner: Bonnie Cromwell)

343 Walnut Street
Petaluma, CA 94952

707-529-9489

classroomsafariorg@gmail.com

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

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

constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

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

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

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

THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF _____, 201__.

DISTRICT

By: _____

Signature

Rick Edson

Typed Name

Assistant Superintendent Business Services

Title

707-528-5831

Telephone Number

CONTRACTOR

By: Bonnie Cromwell

Signature

Bonnie Cromwell

Typed Name

owner/Educational Dir.

Title

(707) 529-9489

Telephone Number



SALES CONTRACT AGREEMENT

This Sales Contract Agreement (the "**SCA**") is made and entered into as of April 4, 2018 (the "**Effective Date**") by and between **Titan Health & Security Technologies, Inc.**, located at 500 Newport Center Drive, Suite 950 Newport Beach, CA 92660, ("**Titan**") and **Santa Rosa City Schools**, located at 211 Ridgway Ave, Santa Rosa, CA 95401 ("**Licensee**").

1. DEFINITIONS. The following terms will have the following meanings: "**Administrative Seats**" means the number of user accounts for the Administrative Application that Licensee is authorized to create for use by its Authorized Users as specified in the Subscription Order Form. "**Administrative Application**" means the object code form and/or online service (as made available by Titan to Licensee, in Titan's sole discretion) of the administrative version of Titan's proprietary emergency services software system and notification software application and any related documentation made available to Licensee by Titan. "**Application**" means the object code form of Titan's proprietary emergency services software system and notification software application and any related documentation made available to Licensee by Titan. "**Authorized User**" means an employee, contractor, student, law enforcement officer, dispatcher, agent, or parent thereof if under eighteen (18) years of age for whom Licensee has provided an email address, phone number, or other data to Titan. "**Subscription Order Form**" means the Program Order Form mutually agreed upon by the parties and attached to this SCA as Exhibit A that, when this SCA is signed by both Titan and Licensee, is automatically incorporated into this SCA by reference and creates a binding contract between the parties. "**Seats**" means the number of user accounts for the Application that Licensee is authorized to create for use by its Authorized Users as specified in the Subscription Order Form.

2. PURPOSE AND INTENT. It is the purpose and intent of this SCA to provide a mutual benefit to Licensee and Titan on a subscription basis from the Effective Date through the date specified in Exhibit A, or termination as specified herein, whichever occurs first (the "Subscription Period"). It is expressly agreed and understood that this SCA is not intended to create any liability for Licensee, claimed, sued over or collected between the parties. Any questions or concerns regarding the use or application of the license will be promptly brought to the attention of Titan and Licensee. Either party retains the right to terminate the license upon ten (10) days' written notice to the other party during the Subscription Period (Section 11 of this SCA).

3. LICENSE.

3.1 APPLICATION LICENSE. Titan hereby grants to Licensee a non-exclusive, revocable, non-transferable, and non-assignable right and license (a) to download and install the Application on the mobile devices of its Authorized Users for the number of Seats specified in the Subscription Order Form and (b) to use the Application solely for Licensee's own internal purposes during the Subscription Period.

3.2 ADMINISTRATIVE APPLICATION LICENSE. Titan hereby grants to Licensee a non-exclusive, revocable, non-transferable, and non-assignable right and license (a) if such functionality is offered, to download and install the Administrative Application on the mobile devices of Licensee's Authorized Users for the number of Administrative Seats specified in the Subscription Order Form, (b) to access the Administrative Application available at: www.titanhst.com for the number of Administrative Seats specified in the Subscription Order Form; and (c) to use the Administrative Application solely for Licensee's own internal purposes during the Subscription Period.

4. RESTRICTIONS. The license granted to Licensee under this SCA is granted solely to Licensee and not, by implication or otherwise, to any other entity or affiliate of Licensee. Licensee may not assign, sell, rent, lease, sublicense, lend, transfer, resell or distribute the Application or the Administrative Application to any third party or use the Application or the Administrative Application on behalf of any third party unless otherwise agreed to in writing by Titan in its sole discretion. Licensee agrees not to copy the Application or the Administrative Application, in whole or in part. Licensee agrees not to modify, obscure or delete any proprietary rights notices included in or on the Application or the Administrative Application or documentation, and Licensee agrees to include all such notices on all copies. Licensee may not modify the Application or the Administrative Application, make derivative works based on the Application or the Administrative Application or merge the Application or the Administrative Application into any other computer programs. Licensee may not reverse engineer, disassemble or decompile the Application or the Administrative Application, in whole or in part, or otherwise attempt to derive its source code. Licensee agrees to use the Application and the Administrative Application in compliance with all applicable laws and regulations, including, without limitation, applicable export control laws and regulations of the United States and other jurisdictions. The license granted to Licensee under this SCA is limited to the number of Seats and Administrative Seats set forth in the Subscription Order Form. Only one person may use a Seat or Administrative Seat. Two or more people may not share a Seat or Administrative Seat. The foregoing restrictions are intended to protect Titan's intellectual property rights, while also observing the purpose and intent of this SCA as set forth in Section 2 of this SCA.

5. LICENSEE OBLIGATIONS.

5.1 Licensee will follow all instructions provided by Titan relating to Licensee's and its Authorized Users' use of the Application and the Administrative Application. Licensee will provide a valid email address for each of its Authorized Users. Licensee represents and warrants that it has the right to provide such email addresses to Titan. Licensee shall be responsible for all use of the Application and the Administrative Application by its Authorized Users.

5.2 LICENSEE OBLIGATIONS FOR SUBSCRIPTION ORDER FORM. In connection with its evaluation obligations, Licensee agrees to perform the following duties and authorizes the following privileges, in addition to any other duties and rights that may be mutually agreed upon in writing by the parties: (a) fully utilize as many features of the Application or the Administrative Application as is reasonably possible, (b) permit Titan to monitor and observe Licensee's evaluation and use of the Application or the Administrative Application, (c) provide Titan with performance reports and a general evaluation of the Application or the Administrative Application, to the extent reasonably requested by Titan from time to time, (d) immediately suspend use of the Application or the Administrative Application when requested by Titan, and (e) timely notify Titan of any issues or irregularities encountered. Licensee understands and agrees that it may be asked to provide Titan with feedback on the Application and the Administrative Application, from time to time, via the telephone or in writing. Licensee acknowledges that Titan shall have unrestricted rights to incorporate into any software, technology and/or other offered services of Titan or of any Titan authorized parties any and all observations concluded by Titan while monitoring Licensee's evaluation and use of the Application or the Administrative Application and any and all results, ideas and suggestions provided and offered by Licensee with respect to the Application or the Administrative Application. Licensee hereby assigns to Titan any and all proprietary interest in and to any and all such results, ideas and/or suggestions without further compensation.

6. TITAN OBLIGATIONS. For each Authorized User who is designated under eighteen (18) years of age by the Licensee, Titan will obtain verifiable consent and a written waiver from the user and the user's parent or guardian in form and substance approved by the Licensee. During Subscription Period, Titan shall provide Licensee with support services upon request for the Application and Administrative Application, including, but not limited to, support through telephone and e-mail.

7. TITLE. Title and full ownership in and to the Application and the Administrative Application and all trade secret, copyright and patent rights and all other intellectual property and proprietary rights in and to the Application and the Administrative Application (including, without limitation, any third-party software incorporated therein) remain with Titan and its licensors. Licensee is granted the

limited license rights to use the Application and the Administrative Application as described in this SCA. Titan expressly reserves all intellectual property and proprietary rights not expressly granted under this SCA.

8. USE OF PERSONAL INFORMATION AND OTHER INFORMATION. Titan will only use Authorized User's personal information and other information for authorized purposes. This includes sharing personal information and other information with emergency personnel and responsible government entities in emergencies, in exigent circumstances, in situations involving danger of death or serious physical injury, to respond to 9-1-1 requests, or other similar situations. Titan will obtain consent from each Authorized User. For user's under eighteen (18) years of age, Titan will obtain verifiable consent from each parent or guardian of the user in form and substance approved by the Licensee. Titan represents and warrants to Licensee that any personal information and other information regarding Licensee's Authorized Users that Titan collects from Licensee or through the Application during the Subscription Period will be treated in accordance with the provisions of Titan's Privacy Policy, available online at <https://www.titanhst.com/privacy/> (the "Privacy Policy"), and Titan's Terms of Service, available online at <https://www.titanhst.com/terms/> (the "Terms of Service"), both of which are incorporated herein by reference. Titan only maintains user data generated from use of the Site and Services for 90 days unless a request is made by law enforcement to maintain the data for a longer period of time. Titan reserves the right to revise the Privacy Policy or Terms of Service at any time, in its sole discretion, by posting the revised Privacy Policy or Terms of Service online.

9. FEES. The fee for Licensee's use of the Application or the Administrative Application in accordance with this SCA during the Subscription Period is specified in Exhibit A. At the end of each year Titan will either (1) grant Licensee an additional license on the same terms and conditions set forth herein or (2) negotiate with Licensee to purchase licenses on new and different terms. NOTHING CONTAINED IN THIS SCA WILL OBLIGATE TITAN TO NEGOTIATE A SUBSEQUENT SUBSCRIPTION AGREEMENT WITH LICENSEE OR OTHERWISE OBLIGATE TITAN TO CONTINUE TO OFFER LICENSEE THE FEATURES AND FUNCTIONALITY OF THE APPLICATION OR ADMINISTRATIVE APPLICATION AFTER THE SUBSCRIPTION PERIOD ENDS.

10. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY. Titan does not guarantee the Application or the Administrative Application will be continuously available or continuously functioning during the Subscription Period. Titan is not obligated to provide any update, enhancement, fix or improvement to the Application or the Administrative Application and Titan may, at its sole discretion, alter, modify or cease to make available the Application or the Administrative Application or any part of them or require Licensee to cease using the Application or the Administrative Application or any part of them.

11. SUBSCRIPTION PERIOD AND TERMINATION.

11.1 SUBSCRIPTION PERIOD. This SCA shall commence on the Effective Date and shall continue until April 3, 2020, unless earlier terminated as provided for herein (the "**Subscription Period**"). Upon expiration of the Subscription Period, the parties may mutually agree in writing to renew this SCA for a subsequent period.

11.2 TERMINATION. The parties may terminate this SCA for any reason without liability upon ten (10) days written notice to the other party.

11.3 EFFECT OF TERMINATION. Upon termination or expiration of this SCA (a) the Subscription Period shall end; and (b) all licenses and rights to use the Application and the Administrative Application granted to Licensee hereunder shall immediately terminate. Those provisions of this SCA that by their terms or sense are intended to survive termination or expiration of this SCA will survive and remain in full force and effect, including, without limitation, Sections 1, 2, 3, 4, 5, 7, 9, 10, 11, 12, 13, 14 and 15.

11.4 TITAN SPECIFICALLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THOSE

RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND THOSE ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY LICENSEE FROM TITAN OR THROUGH THE APPLICATION OR ADMINISTRATIVE APPLICATION WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THIS SCA.

11.5 TITAN AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE AVAILABILITY OF ANY NETWORKS OR COMMUNICATIONS LINES OR FUNCTIONING OF ANY MOBILE PHONE OR DEVICE NECESSARY FOR THE APPLICATION OR ADMINISTRATIVE APPLICATION, OR THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE APPLICATION OR ADMINISTRATIVE APPLICATION (INCLUDING, WITHOUT LIMITATION, ANY RECOMMENDATIONS OR OTHER CONTENT AVAILABLE ON OR THROUGH THE APPLICATION OR ADMINISTRATIVE APPLICATION). TITAN AND ITS AFFILIATES WILL HAVE NO LIABILITY FOR ANY: (a) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR ALERTS; (b) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM ACCESS TO, INABILITY TO ACCESS, USE OF, OR INABILITY TO USE THE APPLICATION OR ADMINISTRATIVE APPLICATION; (c) ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE APPLICATION OR ADMINISTRATIVE APPLICATION; OR (d) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF OR INABILITY TO USE ANY FUNCTIONALITY OR CONTENT POSTED, E-MAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE APPLICATION OR ADMINISTRATIVE APPLICATION. TITAN DOES NOT REPRESENT THAT THE APPLICATION AND ADMINISTRATIVE APPLICATION MAY NOT BE COMPROMISED OR CIRCUMVENTED; THAT THE APPLICATION AND ADMINISTRATIVE APPLICATION WILL PREVENT ANY PERSONAL INJURY OR DEATH; OR THAT THE APPLICATION AND ADMINISTRATIVE APPLICATION WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION.

11.6 IN NO EVENT SHALL TITAN OR ITS AFFILIATES OR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS BE LIABLE TO LICENSEE, IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY), FOR ANY (a) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SIMILAR DAMAGES (INCLUDING FOR LOSS OF PROFIT, REVENUE, OR DATA) ARISING OUT OF OR RELATING TO THIS SCA, EVEN IF TITAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM; OR (b) ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS SCA.

11.7 For each Authorized User who is designated under eighteen (18) years of age by the Licensee, Titan will obtain a written waiver from each parent or guardian and each user in form and substance approved by the Licensee regarding the above.

11.8 Titan does not guarantee the Application or the Administrative Application will be continuously available or continuously functioning during the Subscription Period. Titan is not obligated to provide any update, enhancement, fix or improvement to the Application or the Administrative Application and Titan may, at its sole discretion, alter, modify or cease to make available the Application or the Administrative Application or any part of them or require Licensee to cease using the Application or the Administrative Application or any part of them.

12. INTENT TO ENTER SUBSEQUENT AGREEMENT. Upon completion of the Subscription Period, except in the event of termination for the material breach of either party, both Licensee and Titan agree to negotiate in good faith a subsequent license agreement for use of the Application and Administrative Application, subject to substantially similar terms and conditions as set forth in this SCA and Titan's standard pricing, which agreement will supersede this SCA in its entirety. Unless and until such an agreement is executed by the parties, this SCA represents the parties' legally binding agreement, enforceable in accordance with its terms. The enforceability of this SCA is not conditioned upon further negotiations or the successful outcome of any further negotiations.

13. CONFIDENTIALITY.

13.1 CONFIDENTIAL INFORMATION. Licensee will (and will ensure that its Authorized Users, officers, directors, employees, subcontractors, representatives, and agents) maintain the strict confidentiality of the Application and Administrative Application and all information and materials contained in the Application and Administrative Application and all information and materials conveyed by Titan to Licensee hereunder, including but not limited to, financial records, marketing information and the Application's and Administrative Application's features and modes of operation, inventions (whether or not patentable), techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, analysis and performance information, user documentation and other technical information, plans and data (collectively, "Titan's Proprietary Information"). This undertaking will not apply to information that becomes part of the public domain through no act or omission of Licensee or is in Licensee's lawful possession without violation of obligations to Titan as demonstrated by written documentation. Licensee shall not use Titan's Proprietary Information for any other purpose other than pursuant to the terms set forth in this SCA.

13.2 NON-DISCLOSURE. Licensee will not permit anyone other than its own most trusted officers, directors, and employees with a need to know to access or use Titan's Proprietary Information. Licensee will not disclose Titan's Proprietary Information to any third party and will not use Titan's Proprietary Information other than as expressly authorized hereunder. Furthermore, Licensee: (a) recognizes that the unauthorized use or disclosure of Titan Proprietary Information will give rise to irreparable injury to Titan or its licensors for which monetary damages may be an inadequate remedy and (b) agrees that Titan or its licensors may seek and obtain injunctive relief against the breach or threatened breach of Licensee's obligations under this SCA, in addition to any other legal and equitable remedies which may be available to Titan.

13.3 For each Authorized User who is designated under eighteen (18) years of age by the Licensee, Titan will obtain a written waiver from each parent or guardian and each user in form and substance approved by the Licensee regarding the above.

14. GOVERNING LAW AND JURISDICTION. This SCA will be governed by and interpreted in accordance with the laws of the State of California, without giving effect to any principles of conflict of laws. Any legal action or proceeding arising under this SCA will be brought exclusively in the federal or state courts located in Orange County, California and the parties irrevocably consent to personal jurisdiction and venue therein.

15. MISCELLANEOUS.

15.1 ASSIGNMENT. Licensee may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Titan. Subject to the foregoing, this SCA shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

15.2 NOTICES. All notices provided hereunder will be in writing and delivered personally, by e-mail, or by overnight courier, or by registered or certified mail to the addresses specified below or such other address as may be specified in writing by notice given in accordance with this Section 15.2. All such notices will be deemed to have been given: (a) upon receipt when delivered personally, (b) upon receipt when delivered by e-mail, or (c) in the case of overnight courier, one weekday after delivery to the overnight courier.

To Titan:
Attn: Vic A. Merjanian
500 Newport Center Drive, Suite 950
Newport Beach, CA 92660
Email: vic@titanhst.com

To Licensee: Santa Rosa City Schools
Attn: Rick Edson
211 Ridgway Ave
Santa Rosa, CA 95401
Email: redson@srcs.k12.ca.us

15.3 SEVERABILITY. In the event that any provision of this SCA is deemed by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the court will modify or reform this SCA to give as much effect as possible to such provision. Any provision which cannot be so modified or reformed will be deleted and the remaining provisions of this SCA will continue in full force and effect.

15.4 WAIVER. Performance of any obligations required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver will be effective only with respect to the specific obligation described therein. Any waiver or failure to enforce any provision of this SCA on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

15.5 FORCE MAJEURE. Titan will not be responsible for any failure, cloud service failure, or delay in its performance under this SCA.

15.6 INDEPENDENT CONTRACTORS. In entering into and performing this SCA, the parties hereto are acting and shall act as independent contractors, and neither is, nor will be deemed to be, an agent, legal representative, joint venture or partner of the other for any purpose.

15.7 COUNTERPARTS. This SCA may be executed in any number of counterparts, each of which when so executed will be deemed an original and all of which together will constitute one and the same agreement. Facsimile and electronic (e.g., PDF) signatures shall be as effective as original signatures. This SCA shall be effective only after it has been duly executed by both parties.

15.8 AMENDMENTS; ENTIRE AGREEMENT. No modification, change, or amendment of this SCA shall be binding upon the parties, except by mutual express consent in writing of a subsequent date duly signed by the authorized representatives of each of the parties. This SCA constitutes the entire agreement and understanding of the parties with respect to the subject matter of this SCA, and supersedes any and all prior understandings and agreements, whether oral or written, between the parties with respect to the subject matter of this SCA.

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS SET FORTH IN THIS SCA.

**TITAN HEALTH & SECURITY
TECHNOLOGIES, INC.**

LICENSEE: SANTA ROSA CITY SCHOOLS

Sign: _____
Name: _____
Title: _____
Date: _____

Sign: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

SUBSCRIPTION ORDER FORM

LICENSEE INFORMATION:

Full Licensee Name:	Santa Rosa City Schools
Address:	211 Ridgway Ave Santa Rosa, CA 95401
Contact Name:	Rick Edson
Contact Telephone:	707-528-5381
Contact E-mail:	<u>redson@srcs.k12.ca.us</u>

ORDER INFORMATION:

Number of Currently Estimated Licenses Required: <i>*this number may be revised at any time as required to support the site</i>	85 Staff
Subscription Period:	Effective Date Through: April 3, 2020
Total Yearly Cost: <i>*Cost based on actual number of users loaded in the Titan HST system</i>	\$1.99 per user per year Total for 85 staff = \$169.15 per year
Billing Name, Address, Email, Phone	Santa Rosa City Schools 211 Ridgway Ave Santa Rosa, CA 95401 Email: <u>redson@srcs.k12.ca.us</u> Phone: 707-528-5381

BY SIGNING THE ATTACHED MEMORANDUM OF UNDERSTANDING, THE PARTIES AGREE TO THE TERMS SET FORTH IN THIS SUBSCRIPTION ORDER FORM.



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 Pyramid Educational Consultants, 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: 01-65000-3770-3120-58005-198-5198

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

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

Contract is: ☒ New ☐ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: _____

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____ Date: 4/3/18

** 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 #: _____

BUSINESS SERVICES USE ONLY

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

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

Verified by: _____ Date: _____

Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Consultant shall be liable for any district equipment not returned or damaged.

(b) CONTRACTOR's Responsibilities and Duties:

The consultant shall provide training, consultation and support to district professionals in the field of autism and developmental disabilities.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on - June 4, 2018, and will continue through June 30, 2018, 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 eight-thousand and eleven Dollars and two cents (\$ 8,711.02). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment shall be made upon receipt.

Parties agree contractor shall be paid \$ 8,711.02 (flat rate).

Consultant agrees that any materials that are unused can be returned for a full refund.

In order to receive the discount, payment must be received at least 3 days prior to the training.

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?):

This intensive two-day training is designed to teach participants the theory behind the Picture Exchange Communication System (PECS) and the protocols for how to appropriately implement the six phases of PECS. PECS is used to rapidly teach communication skills to those with limited functional speech. PECS promotes communication within a social context, without lengthy prerequisite training. Training in PECS begins by teaching a spontaneous request and goes on to teach additional communicative functions such as responding to questions and commenting. An added attraction for preschool children with autism and related disabilities is the high proportion of children who acquire independent speech. Participants will learn how to implement the six phases of PECS, plus attributes, through presenter demonstrations, video examples and role-play opportunities. Participants will leave the workshop with an understanding of how to implement PECS with individuals with autism, related developmental disabilities, and/or limited communication skills.

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

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

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

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

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

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

10. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for

such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-528-5381

dmartin@srcs.k12.ca.us**CONTRACTOR:**Name: Pyramid Educational ConsultantsStreet: 350 Churchmans Road, Suite BCity/State/Zip: New Castle, DE 19720Phone: 302-368-2515Email: david@pecs.com

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS 20th DAY OF March, 2018.

DISTRICT

Signature: _____

Rick EdsonAssistant Superintendent-Business Servicesdmartin@srcs.k12.ca.us707-528-5831**AUTHORIZED SIGNER or CONTRACTOR**Signature: David BattistaPrint Name: David BattistaTitle: Director of OperationsEmail: david@pecs.comPhone: 302-368-2515

GOLDEN STATE ELECTRIC, INC.

Electrical Contractor

CA Lic. #583566

PO Box 7944 * Santa Rosa, CA 95407* Tel. (707) 575-4111 FAX (707) 575-4112

BID MEMORANDUM

DATE: 4/3/2018
SEND TO: SRCS, Attn: Adrian
TELEPHONE:
EMAIL:

RE: Santa Rosa High School Conduits.

Description

Install site trenching & backfilling, conduits, and boxes for press boxes,
Site trenching & backfilling, conduits, and boxes for room 31, 32, & 34,
Install conduits, boxes, and core drilling for small Gym.

Price Quote

\$ 53,800.00

Exclusions Any and All as Listed: Price Quote is Good for 30-Days.

- Permits/fees & bonds;
- Cutting/patching/painting
- Any and all PG&E conduits, splice boxes & transformers
- Conduit, trenching & backfill
- Waterproofing & caulking
- Boring and saw cutting
- Any and all Safety wires
- Temporary power and lighting
- Hazardous material removal
- PA system wiring
- Up-grades of existing electrical systems
- Tel/Data wiring
- Roof Patching
- Emergency power system
- HVAC control wiring & conduit.
- Site lighting
- Video camera wiring
- Fire Alarm wiring

All price quotes are based on standard time and work hours.
Please contact me if you have any questions or require additional information.

Respectfully submitted,

Edward Franceschi

Sign

Date

27 Pamaron Way, Suite E
Novato, CA 94949
Phone: 707-586-9200 Fax: 415-382-9301



PROPOSAL FOR SERVICES

Matrix HG, Inc. Proposal No.

34-2222

Santa Rosa City Schools
Mike Braff
211 Ridgeway Ave
Santa Rosa, Ca 95404
Phone: 707-975-0248

April 4, 2018

E-mail:

We are pleased to submit for your review our proposal for the project referenced below. Once approved and signed, we will arrange to schedule and execute directly.

Project Name: Temp Cooling Move and Cools

Job Site Address: Santa Rosa High School **City:** Santa Rosa

Area(s) Affected: Science Wing, Music Building, Ceramics, Labs

Base Project Amount:	\$	15,314	See "Scope of Services" Attachment
Add Alternate(s):	1	\$ -	Initial for acceptance
	2	\$ -	Initial for acceptance
	3	\$ -	Initial for acceptance
	4	\$ -	Initial for acceptance
	5	\$ -	Initial for acceptance
	6	\$ -	Initial for acceptance

Submitted By:

Joe Cabral

By

Sales Account Manager

Title

Executed By:

Signature

Date

Michael Braff, Director of Facilities
Print Name / Title

\$

Approved Project Amount

This proposal is effective from the date noted above and will expire if not accepted within 30 days of proposal submission. Acceptance beyond the 30 days will be at the sole discretion of Matrix HG Inc.

Attachments:

Scope of Services

Terms and Conditions

Check if required:

☐ Certified Payroll Required

☐ Davis-Bacon Required

☐ Performance Bonds Required

27 Pamaron Way, Suite E
Novato, CA 94949
Phone: 707-586-9200 Fax: 415-382-9301



SCOPE OF SERVICES

Base Scope of Work

Site Name: Santa Rosa High School

Note: This proposal is for the school district to purchase these units.

Scope of Work: Provide Move Cools for Santa Rosa High School

Provide 15-1 ton Move and Cool units, as per list provided to Matrix.

Delivery of the 15-1 ton move and cools.

Set up each unit in classrooms as per schools site and start up each unit.

Go through operation of how to use the units.

Delivery and pick of the units included in price.

Monthly Service rental Charge \$

Exclusions: Permits and fees, repairs and service, condensate removal, flexible ductwork for supply air, and anything other than stated above.

Base Project Amount: \$ 15,314



TERMS AND CONDITIONS

GENERAL CONDITIONS

- A. Each sentence or paragraph of the Terms and Conditions of the Agreement between Customer and Contractor - Proposal For Services shall be construed as an express term or condition of this Contract.
- B. Issuance of Purchase Order or other communication by Customer authorizing Contractor to perform the Scope of Work will constitute acceptance of each and every term and condition of this Contract. Any additional terms or conditions stated in Customer's Purchase order, or other communication accepting this Contract shall not be valid under any circumstances unless specifically approved by written response of Contractor. Failure to respond by Contractor shall be deemed a denial of any additional terms or conditions stated in Customer's acceptance.
- C. Contractor shall comply with Federal, State, and Local laws.
- D. Any claim against Contractor alleging any breach of this Contract or asserting negligence by Contractor must be initiated no later than one (1) year after Contract Completion.
- E. Contract Completion shall be the date on which Contractor's work is completed, as distinguished from the date of Customer's Acceptance thereof.
- F. Contractor shall advise Customer of the completion of the work. Upon Customer's prompt inspection and notice to Contractor of any work not in accordance with this Contract, Contractor will correct such work. Customer's inspections shall be performed in sequence with Contractor's work progress, so as to avoid delay. If Customer fails to give such notice to Contractor within seventy-two (72) hours from notice of Contract Completion, Contractor's performance shall be deemed to be completed.
- G. If Contractor claims it is required to change the method, manner, or sequence of construction, Contractor shall notify the Customer in writing of such claim and if requested, Contractor shall provide Customer with a brief report. Contractor reserves the right to obtain a reasonable Change Order for costs or work associated with such changes.
- H. Contractor shall maintain Worker's Compensation and General Liability insurance in limits required by state law. Contractor will furnish appropriate Insurance Certificates as requested. Owner agrees that Contractor's total liability shall not exceed the total amount recoverable from the coverage specified by such Insurance Certificates.
- I. Contractor accepts no liability to indemnify or hold Customer harmless for claims or damages to persons or property, except to the extent that such damages occur during performance of Contractor's work, and are the direct result of Contractor's negligent error or omission. Customer understands and agrees that Contractor shall have no responsibility at any time after completion of the work for damages of any kind to persons or property.
- J. Contractor assumes no responsibility for design, structural adequacy, or compliance of the structure with building codes. If "professional" design services are necessary, Customer shall be responsible for the results of such services, whether or not such services are provided in relation to this Contract.
- K. Contractor is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches, and circuit breakers. Contractor is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damages related to the presence of mold, fungi, mildew or bacteria, damages caused by power reductions or any other cause beyond Contractor's control. Contractor shall not be required to repair or replace equipment that has not been properly maintained.
- L. Contractor is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew or bacteria. In the event that Contractor encounters any of these hazardous materials in the course of performing the work, Contractor may suspend its work and remove its employees from the project until such product or hazardous material and any additional hazardous material connected with it are abated. Contractor shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction. Contractor shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Contractor, at its option may submit a proposal for Customer's consideration in addition to this Agreement.
- M. The price for this Contract includes Contractor's labor, trade work, supervision, equipment, and materials necessary to perform the Contract according to conditions which could be reasonably anticipated by HVAC tradespersons visually examining the job site. If latent conditions cause delay or require unanticipated cost or expense in the performance of the Contract, Contractor shall promptly notify Customer of such conditions in writing. Contractor shall charge for such additional services or rework, and be compensated as authorized by a Change Order to this Contract.
- N. The Contract Price is based on Contractor's estimated costs and expenses in effect as of this proposal date. Should costs or expenses not under the control of the Contractor increase during the performance of Contractor's work, Contractor shall promptly notify Customer of its additional costs or expenses. Contractor shall charge for such additional costs and expenses, and be compensated as if authorized by a Change Order to this Contract.
- O. Customer shall not require Contractor to become a party to or comply with any terms or conditions of any collective bargaining agreement.

DUTIES AND RESPONSIBILITIES OF OWNER

- P. Customer represents to Contractor that the building and the roof deck on which the installation is to be made is in a sound, load-bearing condition, sufficient for the project conditions for Contractor's work. Customer represents that the building's structure will be adequate for Contractor's work. Customer will inform Contractor in writing of any latent or other conditions which could affect the Contractor's work.
- Q. Customer shall provide the following:
1. Safe and reasonable equipment access and a safe work environment.
 2. Permit access to Customer's site and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
 3. Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls, partitions or furniture that may be necessary to perform the specified service.
 4. Promptly notify contractor of any unusual operating conditions.

27 Pamaron Way, Suite E
Novato, CA 94949
Phone: 707-586-9200 Fax: 415-382-9301



TERMS AND CONDITIONS

DUTIES AND RESPONSIBILITIES OF OWNER

5. Upon agreement of a timely mutual schedule, allow Contractor to stop and start equipment necessary to perform service.
6. Provide adequate water treatment.
7. Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
8. Where Contractor's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
9. Promptly address any issues that arise related to mold, fungi, mildew or bacteria.

PAYMENT

- R. Payment shall be made net 30 days from date of invoice. Contractor reserves the right to require cash payment or other alternative method of payment prior to completion of work if Contractor determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the Contract price, Customer shall pay Contractor any applicable taxes or government charges that may be required in connection with the service or material furnished under this Agreement.

WARRANTY

- S. Contractor warrants that all service provided under this Agreement shall be performed in a workmanlike manner. Contractor also warrants that all parts or components supplied hereunder shall be free from defects in material and workmanship. For parts or components determined to be defective within one year from date of installation, and in the case of service, determined to be defective within ninety (90) days of completion of that service, Contractor shall at its option repair, replace, or issue a credit for any such equipment, components or service, provided that they were not damaged, abused, or affected by chemical properties. Contractor shall not be liable for repairs required as a consequence of faulty installation, misapplication, abuse, improper servicing, unauthorized alteration or improper operation. Any claim for defective workmanship must be provided to Contractor in writing. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Contractor's obligations to repair, replace, or issue credit for any defective equipment, components or service shall be customer's exclusive remedy.

EQUIPMENT CONDITIONS & RECOMMENDED SERVICE

- T. Upon the initial scheduled preventive maintenance or annual maintenance, should Contractor determine the need for repairs or replacement, Contractor will provide Customer in writing an "equipment condition" report including recommendations for corrections and the price for repairs in addition to this agreement. In the event Contractor recommends certain services that are not included herein or upon initial inspection, and if Customer does not elect to have such services properly performed in a timely fashion, Contractor shall not be responsible for any equipment or control failures, operability, or any long-term damage that may result. Contractor at its own option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

EXCLUSIONS

- U. Unless specifically addressed in the Scope of Services, the following items will be excluded: pre-existing conditions, code compliance improvements to the existing HVAC, permits, life 24 calculations, engineering, structural calculations or modifications, building life-safety tie in, overtime labor, line voltage power wiring, gas/condensate piping, patching/sealing of penetrations and anything other than state in the Scope of Services. Anything not specifically listed as included herein shall be known by the parties as excluded from this proposal.

CONTRACT EXECUTION

- V. This contract signed by both parties constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms, except as modified by written Change Orders agreed to by each party to this agreement.
- W. Should this contract conflict with project specifications, this Contract shall govern. Should the Scope of Work conflict with the Manufacturer's Specifications, the Scope of Work shall govern. Should Drawings prepared by Contractor conflict with Manufacturer's Standard Construction Details, the Contractor's Drawings shall govern.

2520 Venture Oaks Way, Suite 440
Sacramento, California 95833
Phone: 916-682-9494
Fax: 916-682-0990
PBK.com

March 28, 2018

VIA: EMAIL



Mr. Michael Braff
Director of Facilities
Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95401

**Re: Fee Proposal – 2018 Hardware Assessment
Santa Rosa City Schools**

Dear Mr. Braff:

Thank you for allowing PBK the opportunity to assist Santa Rosa City Schools (SRCS) with a comprehensive site safety hardware assessment at multiple school campuses district-wide. Based on our understanding of your needs, objectives and timing, we submit the following fee proposal for your review and consideration.

I. PROPOSED SCOPE OF WORK

Working in concert with Santa Rosa City Schools, PBK will perform a visual, physical assessment of the existing exterior door hardware conditions at each campus (reference 'Attachment A').

The general scope of services to be performed include, but are not limited to the following:

- Exterior, visual examination of all exterior door hardware.
 - District provided site plans with the location of all exterior doors identified with door hardware grouping identified.
 - Exterior, visual examination of the exterior door overall condition.
 - Detailed, site-specific reports prepared for each facility to include a description of the existing conditions observed; current hardware type; areas in need of preventative maintenance, repair, replacement or rehabilitation identified; recommended work scope (if applicable) along with associated costs, priority ranking/proposed timeframe provided.
 - Custom final report provided in hard copy and electronic format, to include*:
 - a. Table of Contents
 - b. General Information / Introduction
 - Facility List and Overview
 - Aerial Site Map of Existing Facilities
 - c. Summary findings and recommendations for each campus
 - d. Photographs of door and hardware conditions
- *Note: The format and contents of the final report deliverable will be customized to meet the specific program needs and preferences of Santa Rosa City Schools.*
- Door Hardware Assessment Review Meeting with representative(s) of Santa Rosa City Schools to present assessment findings and determine next steps.

The final deliverable provided at the conclusion of the hardware condition assessment project will provide Santa Rosa City Schools with a comprehensive 'catalog' of campus hardware systems and conditions combined into a single source document for reference and use.

Ultimately, the information provided by PBK will enable SRCS to adequately plan for and execute 2018 summer construction projects as well as further enhance the effectiveness of door maintenance programs, minimize maintenance and repair costs, while maximizing planning and forecasting capability with regard to current and future building hardware needs.

II. COMPENSATION

The professional fees for the door and hardware condition assessment services and deliverables as described herein will be \$24,000, based on the following scale:

School Type	Cost per Campus	No. Of Campuses	Total
High School	\$2,000	5	\$10,000
Middle School	\$1,000	5	\$5,000
Elementary School	\$600	10	\$6,000
Charter School	\$500	6	\$3,000
TOTAL		26	\$24,000

III. WORKING ASSUMPTIONS & CLARIFICATIONS

1. PBK does not assume responsibility or liability for asbestos consulting and/or abatement services, which are the sole responsibility of the Client/Owner. PBK will assist SRCS with required coordination efforts with regard to replacement when impacted by asbestos consulting and/or abatement service needs.
2. Upon request, PBK will provide recommendations for a local, third-party Testing Lab Consultant to perform IAQ and Mold Testing, Asbestos Surveys, Ground Penetrating Radar, Environmental Studies, and Abatement services, as required.

IV. REIMBURSABLES

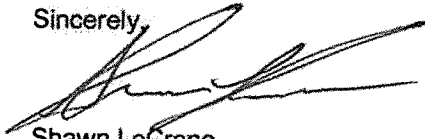
1. The fees quoted above do not include the costs for the production of the final assessment report or for presentation-related materials (if applicable), such as printing, binding, shipping and/or delivery fees.
2. Eligible reimbursable expenses for report printing and/or presentation-related expenses referenced above will be billed on a monthly basis for actual expenses incurred during the prior month and will include associated/back-up receipts.
3. There will be no mark-up on reimbursable expenses.

V. PROFESSIONAL FEES FOR ADDITIONAL SERVICES

There will be no fees for additional services incurred or billed without prior written authorization from Santa Rosa City Schools.

Thank you once again for considering PBK to assist with your hardware assessment needs. Our team stands poised and ready to roll up our sleeves to assist SRCS with this significant and high-priority assessment project. In the interim, if you have any questions or would like to further discuss, please do not hesitate to contact me at (916) 682-9494.

Sincerely,



Shawn LeCrone
Director
Facility Consulting Group

cc: Gary Gery, PBK
Marco Eacrett, PBK
Betty Chapman, PBK

ATTACHMENT A
School Campus List

High Schools

No.	Facility Name	Facility Address
01	Elsie Allen High	599 Bellevue Ave.
02	Maria Carrillo High	6975 Montecito Blvd.
03	Montgomery High	1250 Hahman Dr.
04	Piner High	1700 Fulton Rd.
05	Santa Rosa High	1235 Mendocino Ave.
06	Ridgway High**	325 Ridgway Ave.

Middle Schools

No.	Facility Name	Facility Address
01	Herbert Slater Middle	3500 Sonoma Ave.
02	Hilliard Comstock Middle	2750 West Steele Ln.
03	Lawrence Cook Middle	2480 Sebastopol Rd.
04	Rincon Valley Middle	4650 Badger Rd.
05	Santa Rosa Middle	500 E St.

Elementary Schools

No.	Facility Name	Facility Address
01	Abraham Lincoln	850 West 9th St.
02	Albert F. Biella	2140 Jennings Ave.
03	Brook Hill	1850 Vallejo St.
04	Helen Lehman	1700 Jennings Ave.
05	Hidden Valley	3435 Bonita Vista
07	James Monroe	2567 Marlow Rd.
08	Luther Burbank	203 South A St.
09	Proctor Terrace	1711 Bryden Ln.
10	Steele Lane	301 Steele Ln.

Charter Schools

No.	Facility Name	Facility Address	Type
01	Santa Rosa Accelerated	4650 Badger Rd.	ES / Grades 5-6
02	Santa Rosa Charter School for the Arts	756 Humboldt St.	ES / Grades K-8
03	Santa Rosa French-American Charter	1350 Sonoma Ave.	ES / Grades K-6
04	Cesar Chavez Language Academy	2750 West Steele Ln.	ES / Grades K-1
05	Lewis Adult Education Center	2230 Lomitas Ave.	Adult

**Continuation High School – Priced as Charter School Assessment

MILLER PACIFIC ENGINEERING GROUP
 Prevailing Wage Field Observation & Testing Budget Estimate Worksheet
 Maria Carillo Track & Field
 Santa Rosa, California

Date: 3/30/18
 Project Number: 1079.112
 By: sas

	PER UNIT	PER HOUR	SITE VISIT	HALF DAY	FULL DAY
Project Engineer/Geologist III	\$ 135.00				
Project Engineer I	\$ 115.00				
Prevailing Wage Group 3	\$ 110.00				
Prevailing Wage Group 4	\$ 105.00		2	4	8
Senior Technician II	\$ 105.00				
Staff Engineer/Geologist III	\$ 105.00				
Staff Engineer/Geologist II	\$ 95.00				
Staff Engineer/Geologist I	\$ 85.00				
Field Vehicle/Equipment	\$ 9.00		1	3	7
Nuclear Density Tests	\$ 8.00		2	4	8
Miles	\$ 0.80		30	30	30
	\$ -	\$ 269.00	\$ 523.00	\$ 1,031.00	

Work Item	Description	Estimated Days	HOURS	SITE VISIT	HALF DAY	FULL DAY
1.0	Field Subgrade Conditions			2	1	
2.0	Cement Treat Field					2
3.0	Subsurface Drains			2		
4.0	Permeable Base Placement			3	1	
5.0	Foundation Excavations			3	4	
6.0	Structural Fill Testing			6	5	
	Totals	0	16	11	2	
	DOLLARS	\$ -	\$ 4,304.00	\$ 5,753.00	\$ 2,062.00	

Total Field Costs: \$ 12,119.00

Task	Description	Quantity	Unit \$	Amount \$
1.0	Compaction Curve (Single Bulk)	3	\$260	\$ 780.00
2.0	Asphalt Concrete - S-value, Gradation, M.C., Unit Wt. & % Oil		\$1,050	\$ -
3.0	Concrete Compression (per Cylinder)		\$42	\$ -
4.0	Shotcrete Panel Testing (per Panel)		\$400	\$ -
4.0	R-value		\$360	\$ -
5.0	Sand Equivalent		\$80	\$ -
6.0	Durability		\$150	\$ -
7.0	Gradation/Sieve		\$180	\$ -
	Total Lab Costs:		\$	780.00

Engineering Consultation, Plan Review, Submittals, RFIs and Report

Personnel	Title	Hours	\$/Hour	Amount \$
SAS	Principal Eng/Geologist III	16	\$ 230.00	\$ 3,680.00
MPM	Principal Eng/Geologist II		\$ 220.00	\$ -
DSC	Principal Eng/Geologist I		\$ 210.00	\$ -
EAD	Associate Engineer III		\$ 205.00	\$ -
BSP	Associate Engineer I	8	\$ 185.00	\$ 1,480.00
MFJ	Senior Geologist I		\$ 155.00	\$ -
RCA	Project Engineer/Geologist III		\$ 135.00	\$ -
NGK	Project Engineer I		\$ 115.00	\$ -
WGO / AJM	Sr. Tech II		\$ 105.00	\$ -
JTO/SC/BAS/SLM	Staff III	8	\$ 105.00	\$ 840.00
MMT/ENE	Staff II		\$ 95.00	\$ -
ZMS	Staff I		\$ 85.00	\$ -
KRB/MLT	Project Asst./Word Processor	2	\$ 70.00	\$ 140.00
	Total Engineering Costs:		\$	6,140.00

SUB TOTAL \$ 19,039.00
 CONTINGENCY 5% \$ 951.95
 TOTAL \$ 19,990.95

USE FOR BUDGET \$ 20,000.00



MILLER PACIFIC ENGINEERING GROUP

a California corporation

**SCHEDULE OF CHARGES
PROFESSIONAL ENGINEERING AND TESTING SERVICES**

Professional and Technical Personnel	Hourly Rate
Staff Engineer/Geologist – Level 1-3.....	\$85 - \$95 - \$105
Project Engineer/Geologist – Level 1-3.....	\$115 - \$125 - \$135
Senior Engineer/Geologist – Level 1-3.....	\$155 - \$165 - \$175
Associate Engineer/Geologist – Level 1-3	\$185 - \$195 - \$205
Principal Level 1-3	\$210 - \$220 - \$230
Project Assistant/Word Processor	\$70
Technician Level 1-3	\$80 - \$85 - \$90
Senior Technician Level 1-2	\$100 - \$105
Prevailing Wage Group 3	\$110
Prevailing Wage Group 4.....	\$105
Other Inside Charges	
Mileage.....	\$ 0.80 per mile
Vehicle (Field)	\$9 per hour
Nuclear Density Gage.....	\$8 per test
Inclinometer.....	\$150 per day / \$85 per half day
Laser Level.....	\$50 per day
Sampling Equipment.....	\$50 per day / \$30 half day
Outside Services	Cost + 20%
Exploration, drilling equipment and instrumentation, in-situ monitoring, specialized laboratory testing, per diem, shipping, courier/delivery services, outside reproduction, and other services and supplies not normally provided.	

***NOTES:**

1. Field site visits and travel time are normal hourly rates, portal to portal.
2. Overtime – Weekday & Saturday add \$25
Overtime – Sunday/Holiday/Night add \$35
3. Rates are for normal Geotechnical Engineering and Geological services. Rates for depositions and testimony are \$450 per hour for Principal; \$400 per hour for Associate; and \$350 per hour for Senior. All other personnel are \$250 per hour. These fees are due and payable at the time of service.
4. Schedule of charges is effective as of January, 2016. It is subject to revision annually and at other times without notice.
5. Prevailing Wage Note: Personnel working on Prevailing Wage Projects will be billed at normal hourly rates plus \$5 per hour, or at the Group 3 or Group 4 rate, whichever is applicable.

GENERAL CONTRACTOR COST PROPOSAL FORM

RFI/Submittal/CCD

Add: Stucco, Painting, Change Casework

[illegible]

TOTAL LABOR COSTS	\$	
--------------------------	-----------	--

Description of Material	Quantity	Unit Price (<i>pre-tax</i>)	Total
	\$ -	\$ -	-
	\$ -	\$ -	-
	\$ -	\$ -	-
	\$ -	\$ -	-
	\$ -	\$ -	-
	\$ -	\$ -	-
	\$ -	\$ -	-
	\$ -	\$ -	-
		\$ -	-
		\$ -	-
		\$ -	-

TOTAL MATERIAL COSTS (pre-tax)		\$	
--------------------------------	--	----	--

SALES TAX (9.25%)	\$	-
-------------------	----	---

	SALES TAX (9.25%)	\$	-
TOTAL MATERIAL COSTS (Attach material receipts and /or summarize above)		\$	-

Item# & Title	Quantity	Price	Total
Stucco with standard control joints	1	\$ 77,918.00	\$ 77,918.00
Exterior Painting	1	\$ 13,747.00	\$ 13,747.00
Credit on Casework in proposal	-1	\$ 24,502.14	(24,502.14)
Add Casework in revised proposal	1	\$ 18,277.52	\$ 18,277.52
#3507 - 4 sq box for data	19	\$ 38.97	\$ 740.43
#3503 - 4 plex outlet	1	\$ 104.52	\$ 104.52
		\$ -	\$ -
			\$ 85,440.38
		SALES TAX (8.625%)	\$ 2,947.69

TOTAL Piggy-back COSTS	\$	88,388
-------------------------------	-----------	---------------

[illegible][illegible]

		TOTAL COST	

\$	-
----	---

\$	-
----	---

LABOR COSTS	5	-
-------------	---	---

\$	-	
----	---	--

S	-	
---	---	--

MATERIAL COSTS	\$	
-----------------------	----	--

\$	88,388.07	
----	-----------	--

S	
---	--

Piggy-Back COSTS	\$	88,388
------------------	----	--------

[illegible]

5	
---	--

PER TIER CONTRACT COSTS	\$	-
-------------------------	----	---

SUBTOTAL	\$	88,388
-----------------	-----------	---------------

	\$	20
--	----	----

AL COST OF CHANGE	\$	88,388
-------------------	----	--------

<u>Enviroplex Inc.</u>	<u>John Kozler</u>
<u>GENERAL CONTRACTOR NAME</u>	<u>Print Name</u>
<u>4/4/2018</u>	<u>Sr. Project Manager</u>
<u>Date</u>	<u>Position</u>

Print Name

1000

OWNER SIGNATURE	
OWNER NAME	Sign & Print Name
Date	Position

Sign & A

GENERAL CONTRACTOR COST PROPOSAL FORM

RFI/Submittal/CCD

Add 8" overhang on (1) 40' side, add 2" x 6" exterior walls, add stucco finish to exterior

TOTAL LABOR COSTS	\$	
--------------------------	----	--

SALES TAX (9.00%)	\$	-
--------------------------	----	---

2.	TOTAL MATERIAL COSTS (Attach material receipts and /or summarize above)	\$	-
----	--	----	---

TOTAL Piggy-back COSTS	\$	25,962.32
-------------------------------	-----------	------------------

5.	<div style="border: 1px solid black; padding: 2px;"> <div style="background-color: #cccccc; padding: 2px;">SUBCONTRACTED / LOWER TIER TRADE</div> </div>
----	--

TOTAL LOWER TIER COSTS	\$	-
-------------------------------	----	---

4.	TOTAL LOWER TIER COSTS	\$	
	TOTAL COST	\$	

SUBTOTAL	\$	25,962.32
-----------------	-----------	------------------

Position

Position



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

Napa Office
1041 Jefferson St, Suite 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

March 30, 2018

Santa Rosa City School District
c/o TLCD Architecture
Attention: Jeff Blechel
520 Third Street, #250
Santa Rosa, CA 95401
jeff.blechel@tlcd.com


Proposal
Geotechnical/Geologic Hazard Study
Montgomery High School Classroom Building
1250 Hahman Drive
Santa Rosa, California

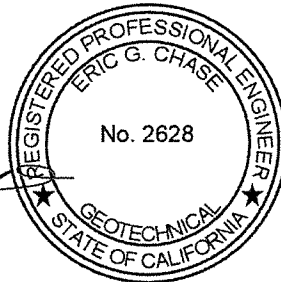
Project Number: 1053.17.04.1

As requested, we are pleased to submit this proposal to perform a geotechnical/geologic hazard study for the Montgomery High School Classroom Building to be constructed at 1250 Hahman Drive in Santa Rosa, California. The attached Professional Services Agreement presents our recommended scope of services and corresponding fee estimate.

We appreciate the opportunity to submit this proposal and work with you on this project. When you wish to proceed, please return one signed copy of the attached Professional Services Agreement to formalize your authorization.

Very truly yours,
RGH Consultants


Eric G. Chase
Principal Geotechnical Engineer



EGC:JJP:aek:ec:ejw
Electronically submitted

s:\project files\1000-1250\1053\1053.17.04.1 montgomery high school classroom building\montgomery high school classroom building proposal gs.doc

Attachments: Professional Services Agreement
Schedule of Charges



Experience is the difference

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

Napa Office
1041 Jefferson St, Suite 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: March 30, 2018

Project Number: 1053.17.04.1

Project Name: Montgomery High School Classroom Building

Project Location: 1250 Hahman Drive, Santa Rosa, California

Client: Santa Rosa City School District

Street Address: 211 Ridgeway Avenue

City, State and Zip Code: Santa Rosa, California 95401

Project Description: Client retains RGH Consultants (RGH), wholly owned and operated by RGH Geotechnical and Environmental Consultants, Inc., to perform a geotechnical/geologic hazard study for the Montgomery High School Classroom Building to be constructed at 1250 Hahman Drive in Santa Rosa, California. This agreement is based on our understanding of the project following:

1. Review of project layout sketch provided by TLCD Architecture;
2. Brief review of geologic literature pertinent to the site; and
3. Project scope briefing by Jeff Blechel of TLCD Architecture.

Montgomery High School is a relatively flat school campus located on the east side of Hahman Drive. The campus generally includes structures on the western side of the campus with athletic fields on the eastern side. The main parking lot is located on the southern side of the campus. There is a small parking lot and several modular buildings in the northwestern corner of the campus. A creek runs along the northern border of the campus. A review of published maps found that the campus is located within a zone of moderate liquefaction potential. Liquefaction is a rapid loss of shear strength experienced in saturated, predominantly granular soil below the groundwater level during strong earthquake ground shaking due to an increase in pore water pressure. The occurrence of this phenomenon is dependent on many complex factors including the intensity and duration of ground shaking, particle size distribution and density of the soil.

We understand it is proposed to remove or move some of the modular buildings in the northwest corner of the campus and construct a two-story classroom building. The structure will 22,000 square feet of classroom space with a footprint, including covered walkways, of about 15,000 square feet. Foundation loads are expected to be typical of the moderately heavy type of construction proposed. We understand site grading will be the minimum needed to construct a level building pad with positive drainage. Such grading could include cuts and fills of about 1 to 2 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. Therefore, we have divided our scope of services into two tasks as follows: geotechnical/geologic hazard study and consultation during design and CGS review.

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 S_1 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 S_1 value of 1.021. 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 structure by drilling three borings on the order of 15 to 50 feet deep using a truck-mounted auger rig. One of the borings will extend to at least 50 feet. 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. Site preparation and grading including treatment of weak, porous, compressible and/or expansive surface soils;
 - c. Alternative foundation types, design criteria and settlement behavior;
 - d. Support of concrete slabs-on-grade;
 - e. Backfilling of utility trenches;
 - f. Geotechnical engineering drainage improvements; and
 - g. 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.

This scope of services does **not** include attendance at meetings or construction observation and testing, nor does it include the determination or evaluation of the presence or absence of hazardous materials, toxic mold or the corrosion potential of the site soils/rock or providing provisions for controlling moisture vapor migration through slabs.

Fee: RGH proposes to perform the services indicated above on a lump sum basis for the following fees:

Task 1 – Geotechnical/Geologic Hazard Study	
Coordination/Mark USA	\$ 600
Drill Rig	\$ 2,400
RGH Field Personnel	\$ 1,500
Laboratory Testing	\$ 2,400
Site-Specific Ground Motions	\$ 1,200
Analysis and Report	<u>\$ 4,000</u>
Total for Task 1	\$12,100
Task 2 – Consultation during Design and CGS Review and Plan Review	<u>\$ 1,500</u>
Total for Task 1 and Task 2	\$13,600

Supplemental services such as attendance at meetings and construction observation and testing are in addition to the above fee. If those services are requested, they would be performed on a time and expense basis in accordance with our then current Schedule of Charges and the attached General Conditions. Evaluation of the presence or absence of toxic mold and hazardous materials and the corrosion potential of the site soils/bedrock should be performed under separate cover, scope and fee by a qualified expert in those fields.

Schedule: Once authorized, the site can be marked for Underground Service Alert (USA) within the first week. Our drilling subcontractor is currently booking dates in the middle of May, but there may be dates that become available before that time period. Within a week of drilling being complete, we should be able to provide preliminary recommendations to the design team, so their work can progress. At the same time, we will begin our laboratory testing program. Typically, laboratory testing usually takes one to two weeks to complete, but given our current fire rebuild related work load, the laboratory testing has been taking two to three weeks. Once laboratory testing is complete, the report will follow two weeks after that. In summary, preliminary recommendations, which in our experience do not change, will be issued one week after drilling is completed with the report following about five weeks after drilling is complete.

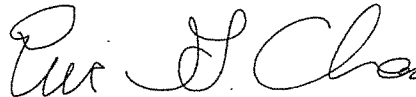
The following general conditions are incorporated into and made part of this Professional Services Agreement:

GENERAL CONDITIONS

1. **STANDARD OF CARE** - Services performed by RGH under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession practicing in the same locality under similar conditions at the time the services are provided. No other representation, express or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document or otherwise. RGH's analysis and recommendations will be based upon the results of borings, or other investigative work. Client recognizes that subsurface conditions may change with time or vary from those encountered at the location where borings or explorations are made by RGH and that the data interpretations and recommendations of RGH are based solely on the information available. RGH will not be responsible for interpretation or use by others of the information developed by RGH.
2. **EXCLUSIONS** - Unless agreed to, in writing, RGH's scope of work does not include evaluation of soil contamination; soil chemistry; corrosivity; groundwater contaminations; potential hazardous materials; presence or absence of wetlands; approval of or observation of the installation of construction materials; or establishing or verifying construction lines and grades.
3. **RIGHT OF ENTRY** - Client shall provide for RGH's right to enter from time to time property owned by Client and/or others in order for RGH to fulfill the scope of services included herein. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this agreement. Client also understands that the discovery of certain conditions and/or taking preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against RGH, and agrees to defend, indemnify and hold RGH harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials.
4. **SUBTERRANEAN STRUCTURES** - Client is responsible for accurately delineating the locations of all subterranean structures (e.g. utilities, underground tanks, etc.). RGH will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against RGH, and agrees, to defend, indemnify, and hold RGH harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to or caused by subterranean structures not identified or accurately located.
5. **JOB SITE SAFETY** - Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required by the Client to assume complete responsibility for job site conditions during the course of construction, including safety of persons and property. Neither the professional activities of RGH, nor the presence of RGH employees or subcontractors, shall be construed to imply that RGH has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the job site.
6. **SAMPLES** - RGH will dispose of all remaining soil and rock samples forty-five (45) calendar days after submission of the report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's written request. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is the Client's responsibility to select and arrange for lawful disposal procedures; that is, procedures which encompass removing the contaminated samples, from RGH's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Accordingly, unless Client indicates otherwise within the forty-five (45) day period referenced above, Client hereby instructs RGH to make arrangements, as Client's agent, for proper transportation and disposal of samples with a appropriate licensed parties. Due to the risks to which RGH is exposed, Client agrees to waive any claim against RGH, and to defend, indemnify and hold RGH harmless from any claim or liability for injury or loss arising from RGH's service as Client's agent in arranging for proper transportation and disposal of contaminated samples, as well as any claim or liability for injury or loss arising from RGH's containing, labeling, transporting, testing, storing or other handling of contaminated samples.
7. **NOTIFICATION OF HAZARDOUS MATERIALS** - When hazardous materials are known, assumed or suspected to exist at a site, RGH is required to take appropriate precautions to protect the health and safety of all personnel, to comply with applicable laws and regulations and to follow procedures that RGH deems prudent to minimize risk to employees and the public. Client hereby warrants that if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he has so informed RGH. Client also warrants that he has done his best to inform RGH of such known or suspected hazardous materials' type, quantity and location.
8. **MONITORING** - If RGH is retained to provide a site representative to monitor specific portions of construction work or other field services as set forth in the proposal, then the following applies: For the specified assignment, RGH representatives will report observations and professional opinions to Client or his designated representative. No action of RGH can be construed as altering any agreement between Client and others. RGH will report to Client any observed RGH related work which, in RGH's professional opinion, does not conform with plans and specifications. RGH has no right to reject or stop work of any agent of the Client. Such rights are reserved solely for Client. Furthermore, RGH's presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by Client to provide field or construction related services.
9. **TERMINATION** - Upon the event of substantial failure of performance in accordance with the terms herein by the other party, either party may terminate this agreement upon seven (7) days written notice. In the event of termination by either party, RGH shall be paid for services performed to the termination notice date plus reasonable termination expenses including the cost of completing analyses, records and reports necessary to document project status at time of termination, costs advanced to other companies or laboratories and for equipment purchased specifically for this project.
10. **LIMITATION OF LIABILITY** - Client agrees to limit RGH's liability to the Client and all third parties arising from RGH's professional acts, errors or omissions, such that the total aggregate liability of RGH shall not exceed \$50,000 or RGH's total fee for the services rendered on this project, whichever is greater. (Upon Client's written request, RGH and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in RGH's fee, provided that they amend this Agreement in writing). Client further agrees to require of the contractor and its subcontractors an identical limitation of RGH's aggregate liability for all damages suffered by Client, the contractor and/or the subcontractors arising from RGH's professional acts, errors or omissions. Neither RGH nor any of its subcontractors assumes any liability for damages to others that may arise on account of RGH's professional acts, errors or omissions, except as otherwise set forth herein.
11. **OWNERSHIP OF DOCUMENTS** - Unless indicated otherwise in specific project contracts, all documents prepared by RGH for the client shall remain the property of RGH. Any reuse or modification of the Work by Owner or anyone obtaining it through Owner will be at Owner's sole risk and without liability to Consultant. Owner will defend, indemnify and hold Consultant harmless from all third party claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising out of or in any way related to the reuse or modification of the Work by Owner or anyone obtaining it through Owner.
12. **BILLING AND PAYMENT** - RGH will submit invoices to the Client at least monthly and a final bill upon completion of services. Payment is due within thirty (30) days from date of invoice. Client agrees to pay an additional charge of one-and-one-half (1.5) percent per month or the maximum rate allowed by law on a delinquent account, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. If Client objects to all or any portion of the invoice, Client will notify RGH in writing within fourteen (14) days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. All time and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by Client to RGH per RGH's current fee schedules. In the event Client fails to pay RGH within sixty (60) days after invoices are rendered, Client agrees that RGH will have the right to consider the failure to pay RGH's invoice as a breach of this agreement.
13. **MAINTENANCE OBLIGATIONS** - Client and RGH agree that inspection, maintenance, and normal repair are the exclusive obligation of the owner of the structure. Consultant shall have no responsibility for the inspection, maintenance, and normal repair of any portion of the project, and shall have no financial or other responsibility for damages arising out of the failure to inspect, maintain, or repair the Project. The ultimate owner's exclusive responsibility for inspection, maintenance, and repair shall be included in the CC&Rs for the project and all Purchase and Sale Agreements. The CC&Rs shall require a reasonable reserve account for these purposes. To facilitate the allocation of responsibility for inspection, maintenance, and repair, owner shall include a non-exclusive maintenance manual to all purchasers.

AUTHORIZATION: The undersigned agrees to the terms and conditions of this Professional Services Agreement.

Very truly yours,
RGH Consultants



Eric G. Chase
Principal Geotechnical Engineer



EGC:JJP:aek:ec:ejw
Electronically submitted

s:\project files\1000-1250\1053\1053.17.04.1 montgomery high school classroom building\montgomery high school classroom building
proposal gs.doc

Attachment: Schedule of Charges

Client Signature: _____
Client Printed Name: _____
Position: _____
Date: _____

Please verify/provide the following information so we may update our records:

Telephone Number: _____
Mobile Number: _____
Fax Number: _____
E-mail Address: _____



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

Napa Office
1041 Jefferson St, Suite 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

SCHEDULE OF CHARGES **Effective March 1, 2018**

Unless agreed otherwise, work is charged for on a time and expense basis in accordance with the following schedule of charges:

PERSONNEL

Principal	\$195/hour
Senior Associate	\$185/hour
Associate.....	\$175/hour
Senior Engineer	\$145/hour
Project Engineer/Geologist	\$125/hour
Staff Engineer/Geologist	\$110/hour
Field Engineer	\$100/hour
Graphics	\$80/hour
Report Typing/Reproduction	\$60/hour

EQUIPMENT

Vehicle	\$15/hour
Nuclear Density Gauge	\$12/test
Water Level Indicator	\$35/day
Slope Inclinator Instrument	\$150/day
Pachometer	\$25/day
Coring Machine	\$300/day
Stormwater Sampling Equipment.....	\$50/day
Specialty Software (i.e. SLOPE/W, EZ-FRISK, VolFlo)	\$25/hour

CONCRETE

Compression Testing - Set of 4 Cylinders.....	\$115
Each Additional Cylinder Break.....	\$35
Coring Charge	\$125

OTHER

Travel time is charged at regular rates. Vehicle mileage is charged at the current federal rate. The above rates do not apply to projects receiving public funds subject to California Prevailing Wage law. Hourly rates for those projects will be supplied separately. For court appearance, expert witness testimony, or deposition the charge is \$275 per hour for the principal, associate, and project level professional and \$175 per hour for all others, payable in advance. Four and eight hour minimums apply for court appearance.

Time worked in excess of 8 hours per day and Saturday/night work will be charged at 1.5 times the hourly rate. Time worked in excess of 12 hours per day and Sundays/holidays will be charged at 2 times the hourly rate.

Outside services including laboratory analysis, consultants, subcontractors, equipment not listed above, outside reproduction, aerial photographs, meals, lodging, shipping and special equipment or services not listed above are charged at cost plus 20 percent.

MENTAL HEALTH SERVICE AGREEMENT

Santa Rosa City School District and Social Advocates for Youth Concerning Grief Counseling Services

The Service Agreement is entered into this _____ day of _____, 2018 by and between the **Santa Rosa City School District** (hereinafter DISTRICT) and **Social Advocates for Youth** (hereinafter SAY). It is expressly understood and agreed by both parties as follows:

Santa Rosa City School District will:

- Provide a private room at the identified school campus for the use of the SAY Mental Health Clinician. Identified school campus is Albert Biella Elementary school.
- Keep in regular communication with the Coordinator of Grief Services at SAY concerning the needs of the school site receiving services and degree to which the SAY Clinician is meeting those needs.
- Commit to accommodate services provided by SAY for the two year grant period.
- Allow the education of teachers and staff for one 90 minute training session, date and time to be determined by site administration.
- Teachers and site administration will complete all assessments of referred students and teacher training surveys.

Social Advocates for Youth will:

- Provide a qualified Mental Health Clinician to provide grief counseling services to students on campus. Clinician will provide 1 school-based grief support group per academic school year, 2017-18 and 2018-19. These services are funded through a New York Life Foundation grant and are provided at no cost to the district.
- Provide supervision and case-consultation meetings for SAY employee on a weekly basis.
- Ensure that the Mental Health Clinician follows the legal, ethical, and professional guidelines of the Mental Health Profession.
- Ensure that the Mental Health Clinician is fingerprinted and must be cleared by the Department of Justice and Federal Bureau of Investigations prior to starting employment at SAY.
- Ensure that the Mental Health Clinician has received a testing for and has been cleared by a health care provider that they are not infected with tuberculosis prior to starting employment at SAY.
- Ensure that the scope of responsibilities of the Mental Health Clinician is consistent with the school's needs and the individual Mental Health Clinician's level of training and experience.
- Ensure that the Mental Health Clinician responds to the staff at District campuses in a professional, consistent, and reliable manner in order to build the trust and connections that help facilitate our shared goals and outcomes.

By: _____

Santa Rosa City Schools District Office
211 Ridgeway Ave
Santa Rosa, CA 95401

Phone: (707) 528-5388

By: _____

Katrina Thurman, Chief Executive Officer

Social Advocates for Youth
2447 Summerfield Rd.
Santa Rosa, CA 95405

Date: _____

Date: _____

LICENSE AGREEMENT

This License Agreement (this “Agreement”) is entered into by and between Jackson Family Wines, Inc., on behalf of itself and its affiliates, including but not limited to Jackson Family Investments III, LLC and Jackson Family Enterprises, Inc. (collectively, “Owner”) and Santa Rosa City Schools (“Licensee”) as of _____ 2018 (the “Effective Date”).

1. License. Subject to the terms and conditions of this Agreement, Owner hereby grants Licensee and its students (“Project Participants”) the non-exclusive right to access, use and occupy Owner’s property located at 4255 River Road, Santa Rosa, California (the “Property”) during the Term (as defined herein) for the limited purpose of supporting the Santa Rosa High School Future Farmers of America Sheep/Goats Project (the “Project”) to house Project Participants’ livestock in the barn located on the Property (the “Barn”).

2. Term and Hours of Access. The term of this license will commence on the Effective Date and expire on August 31, 2018 (the “Term”). Licensee and Project Participants may access the Property and occupy the Barn between the hours of 5:30 am to 8:00 am and 3:00 pm to 8:00 pm Monday through Friday and between the hours of 5:30 am and 10:00 am and 3:00 pm to 8:00 pm on Saturday and Sunday.

3. Property Rules. Licensee acknowledges that the Property is actively farmed and occupied by residents. During the Term, Licensee shall, for itself and its Project Participants, adhere to the following rules:

- a. Licensee shall take all precautions, due care and reasonable measures to avoid interfering with the Property resident’s farming activities and occupation, as well as to avoid negative and/or destructive effects on the Property and its adjacent areas;
- b. Licensee shall ensure that only its authorized representatives, employees and agents and Project Participants may access the Property. Licensee shall not invite guests onto the Property without Owner’s permission;
- c. Licensee shall not disturb residents on the Property and shall minimize loud noises during early morning hours;
- d. Licensee shall access the Property from Slusser Road only;
- e. Licensee shall not bring in any equipment unless approved by Owner’s representatives, John Azevedo (707-975-3152) or Mike Ward (707-738-1966).
- f. Licensee shall comply with all federal, state, county and municipal statutes, ordinances, rules, regulations and orders which in any way affect or relate to or are applicable to Licensee’s activities on the Property.
- g. Licensee shall not permit a breach of the peace or any unlawful act or omission by any person in or on such Property.

4. Revocable License. This license may be immediately revoked by Owner at any time due to Licensee’s breaches or failure to take due care of the Property. Licensee

shall ensure that livestock is healthy and well-tended. Licensee's failure to address health concerns of Project Participants' livestock is grounds for immediate revocation of this License.

5. Assumption of Risk; Hold Harmless. Licensee assumes all risk of loss, damage, injury or liability of any nature whatsoever to Licensee or livestock that may arise, directly or indirectly, from Licensee's use or occupation of the Property, including, but not limited to, any sickness, disease, estray, theft, death or injury suffered by livestock. Licensee agrees to release and hold harmless Owner, including its owners, directors, officers, employees, agents and affiliates, from and against any and all actions, claims, damages, liabilities or expenses, including attorneys' fees, asserted by any person or entity, including Licensee, for damage to persons or property sustained by Licensee or livestock as a result of Licensee's use or occupation of the Property, including travel to and from the Property, but excluding liability due to the sole negligence or willful misconduct of Owner.

6. Insurance. Both parties shall at all times during the term hereof and at its own expense, obtain and maintain insurance policies in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of this Agreement. Evidence of such insurance shall be provided to the other party immediately upon request.

7. Termination. The license granted herein is non-exclusive and limited in time, and shall be terminated immediately upon finalization of the Term. In addition, Owner shall have the right to terminate this Agreement with or without cause by giving thirty (30) days' written notice to Licensee.

8. Surrender. Upon the expiration or sooner termination of this Agreement, Licensee, at its sole cost and expense, shall restore the used part of the Property to its original condition, and vacate the Property. Should Licensee neglect to restore the Property to a condition satisfactory to Owner, Owner may perform such work or have the work performed and Licensee shall immediately reimburse Owner for all direct and indirect costs associated with such work upon receipt of a statement therefor.

9. Inspection. Owner shall be permitted to enter and to inspect the Barn at any and all times.

10. Modifications. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

11. No Assignment. This Agreement is personal to Licensee and any right hereunder is not transferable, in whole or in part, whether voluntarily or by operation

of law or otherwise, and any attempt to assign or transfer shall be of no force and effect whatsoever unless previously authorized in writing by Owner.

12. Independent Capacity. Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves or be construed to be officers, agents, or employees of Owner.

13. Not a Lease. This Agreement does not constitute a lease, but constitutes a mere license and is limited to those areas of the Property which are expressly and specifically described herein. The Licensee shall have no right or privilege to use any other part of the Property for any purpose whatsoever.

14. Notices. All notices, documentation, correspondence, and payments shall be made in writing and may be given by personal delivery, mail or e-mail and shall be addressed as follows:

To Owner:

Jackson Family Wines

Attn.: Mike Ward

Email: Mike.Ward@jfwmail.com

425 Aviation Blvd., Santa Rosa, CA 95404

Tel: (707) 738-1966

To Licensee:

City of Santa Rosa Schools

Attn: Diann Kitamura

Email: dkitamura@srcs.k12.ca.us

211 Ridgway Ave, Santa Rosa, CA 95401

(707) 528-5381

Licensee has read this Agreement and is signing it freely. No other representations concerning the legal effect of this Agreement have been made to Licensee.

OWNER:

LICENSEE:

Jackson Family Wines, Inc.:

Santa Rosa City Schools

By: _____

By: _____

Name: Mike Ward, SVP Central Coast
And Skylane Operations

Name: Diann Kitamura, Superintendent

Date: _____

Date: _____