



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 Corrina Hui, LLC, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

- \* Any person, business, or organization that will be providing non-professional services to the District
\*\* Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.
\*\*\* Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01- 0000- 0- 0000- 2700- 5800- 119- 5114 - \$22,500 / 01- 0000- 0- 3800- 1000- 5800- 249- 5140 -\$25,000
01- 0000- 0- 0000- 2700- 5800- 249- 5115 - \$25,000 / 01- 0000- 0- 3800- 1000- 5800- 249- 5140 - \$25,000
01- 0000- 0- 3800- 1000- 5880- 249- 5140 - \$25,000 / 01- 0000- 0- 0000- 2700- 5100- 249- 5115 - \$27,500

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

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

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

Number of Individuals Served: Staff and Students District-wide

Approved at Site by\*: Date:

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: Date: 11/8/19

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Cindy Deuel, Admin. Secretary, T&L Department Phone #: (707-890-3800 ext. 80302
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: November 1, 2019 Proposed Contract End Date: March 31, 2020

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:

Coordinate logistics such as location, final participant head count, start/end time, food, etc.

(b) CONTRACTOR's Responsibilities and Duties:

**1. CONTRACTOR** will collaborate with Dr. Anna- Maria Guzman, Assistant Superintendent, Teaching and Learning to design and facilitate a scope and sequence for designing the "specialist certificate" pathway by engaging with a diverse range of identities and skill sets. The approach includes:

1. Centering and amplifying student voice through empowering a "Youth Design Crew" at Ridgway High School to lead the "specialist certificate" committee's work, and to collaborate with them
2. Designing a year-long professional learning journey for a group of secondary math teachers and principals to help design learning experiences aligned with the mission, vision, and priorities of SRCS and its "specialist certificate" pathway, which is also a professional development prototype for building the creative courage and relevant instructional leadership capacity in future educators/facilitators of the "specialist certificate" pathway
  - CONTRACTOR will meet weekly with Dr. Guzman to notice and reflect, and debrief and plan ongoing work. They will practice emergent strategy: "plans of action, personal practices, and collective organizing tools that account for constant change and rely on the strength of relationships for adaptation," - Adrienne Marie Brown, *Emergent Strategy*, p.23.
  - CONTRACTOR and Dr. Guzman will meet with SRCS colleagues as necessary for the coordination and implementation of the work.
  - CONTRACTOR will hire employees and subcontractors as necessary to support the completion of responsibilities and duties.

**2. CONTRACTOR** will design and facilitate workshop experiences for a "Youth Design Crew" at Ridgway High School and Elsie Allen High Schools. This group of 10-15 students will meet regularly throughout the year to lead the design of the "specialist certificate" pathway, ensuring that student voice is centered and amplified. Evidence shows that designing with the margins leads to more equitable and creative approaches that benefit the majority of the population (e.g. studies show benefits of accommodations of the Americans with Disabilities Act, 1990, to the wider population in addition to those without disabilities); thus, students at the continuation high school of the district will lead efforts of the "specialist certificate" work to be inclusive of experiences and stories at the margins of SRCS-- these students are the experts on the challenges that face SRCS.

Through these workshops, students will:

- build relational trust, contribute to a culture of belonging, and collaborate,
- practice self-awareness, critical thinking, and liberatory design
- recognize oppression
- build creative courage
- develop communication skills, including public speaking

Scope includes:

- (November 2019- March. 2020):
  - 4 workshops to prepare to present and co-design at Dec., and Jan. committee meetings/ liberatory design sessions (total of 6 workshops in preparation for 3 committee meetings)

(c) CONTRACTOR's Responsibilities and Duties Continue:

3. CONTRACTOR will design and facilitate monthly "specialist certificate" committee meetings/ liberatory design sessions that center and amplify student voice to guide the design work of the committee. Every other meeting will include presentations by and co-design with the "Youth Design Crew" at Ridgway and Elsie Allen High School, while remaining meetings will be dedicated to the committee continuing to work toward the "deliverables" guided by approaches and needs defined by the "Youth Design Crew" in previous sessions.

4. CONTRACTOR will collaborate with Rani Goyal, Director: Secondary Math, English Language Arts, & Science | Mike Hauser Academy Summer Program to design and facilitate a year-long professional learning journey for a group of secondary math teachers and principals to help design learning experiences aligned with the mission, vision, and priorities of SRCS and its "specialist certificate" pathway, and which is also a professional development prototype for building the creative courage and instructional leadership capacity required for the educators who will eventually facilitate the "specialist certificate" pathway.

Scope includes:

- (Jan.-March 2020) design sessions with "Youth Design Crew" (RHS) and EAHS) and "specialist certificate" committee to engage with needs that emerged from noticing opportunities to better align daily practice with new math department mission and vision and "success criteria"

5. CONTRACTOR will collaborate with Dr. Guzman, the "Youth Design Crew," the "specialist certificate" committee, Dr. Goyal, the math teachers, etc. to communicate with various stakeholders in the community to keep them informed about our goals, process, progress, and learnings. CONTRACTOR will document the work through photo, audio, video, and text to support transparent sharing of the work to invite feedback and questions from the community that ensure the process and work is as inclusive and equitable as possible

Scope includes:

- (Sept. 2019 - March 2020) "Youth Design Crew," "specialist certificate" committee, and math teachers will facilitate empathy work with additional stakeholders through the liberatory design journey, including testing prototypes and seeking feedback as forms of practicing empathy
- (Dec. 2019) presentation to SRCS counselor
- (January 2020) presentation to SRCS Board and general public
- (March 2020) begin Youth Crew with Elsie Allen High School

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on November 1, 2019, and will continue through March 31, 2020, 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 rendered pursuant to this CONTRACT a total fee not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Contractor will send invoice in January and March 2020

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

The long-term goal is to grow equity in education at Santa Rosa City Schools (SRCS), which the National Equity Project defines as “the state that would be achieved if how one fares was no longer predictable by any social, cultural or economic factor.” Superintendent Diann Kitamura elaborated on this when she said “We have much work to do as a district. No longer will student outcomes be predicted based on race, differently abled, socio-economic status, and/or the language spoken at home.”

Santa Rosa’s new strategic plan 2019-2025 (draft) also outline this goal:

#### Vision

SRCS will send students into the world, who are empowered to work together, find purpose, think critically, embrace diversity, adapt to our changing planet, and live healthy and fulfilling lives.

#### Mission

SRCS ensures equitable access to a transformative educational experience grounded in the assets of our students, staff, and community. We nurture the whole student in an engaging, challenging, and safe environment. We recognize and value each student’s individuality and our community’s cultural wealth.

Thus, the approach for the “specialist certificate” committee is to engage SRCS students at the margins, who are experts of the challenges that SRCS students face. Evidence shows that designing with the margins leads to more equitable and creative approaches that benefit the majority of the population (e.g. studies show benefits of accommodations of the Americans with Disabilities Act, 1990, to the wider population in addition to those without disabilities). The goal is for the committee to offer creative and equitable approaches (including leveraging pre-existing Career Technical Education (CTE) resources and industry stakeholders in the Santa Rosa community).

Expected Outcomes (Deliverables):

- scope and sequence for approaching our “specialist certificate” committee work that:
  - is aligned with the SRCS new mission and vision (text above)
  - centers SRCS student voice, recognizes and values each student’s individuality and our community’s cultural wealth
  - honors and builds from the strengths, stories, experiences, emotions, and skills of SRCS students, teachers, principals, and the diverse range of identities and skill sets of the “specialist certificate” committee
- draft/prototype mission and vision statements for the “specialist certificate” pathway aligned with the new SRCS mission and vision to clarify how the mission and vision manifest in the “specialist certificate” pathway program design, and draft/prototype skills for the “graduate profile” of the “specialist certificate” pathway
- draft/ prototype mission and vision statements for the math department aligned with the new SRCS mission and vision, with clearly defined “success criteria” draft/ prototypes that outline how this mission and vision manifest in classrooms daily.
- draft/ prototype “rubrics” that outline high expectations for hiring the educators who will facilitate the “specialist committee” work, which will be based on the SRCS & “specialist certificate” mission and vision
- Identify opportunities to leverage/adapt existing course offerings and/or to design new ones for the “specialist certificate” pathway, and begin to ideate, prototype, and test creative and equitable approaches

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 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) District shall indemnify, defend with counsel acceptable to CONTRACTOR, and hold harmless to the full extent permitted by law, CONTRACTOR and its officers, agents, employees, contractors, 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 DISTRICT'S failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the CONTRACTOR. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.

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) Automobile liability insurance covering bodily injury up to \$500,000 combined single limit for each occurrence and up to \$200,000 for property damage. Such insurance shall include coverage for owned vehicles.

(b) 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]**

(c) 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 the first page]**

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

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such an event, CONTRACTOR shall be entitled to receive payment for all services rendered.

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 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 are undertaken pursuant to this CONTRACT comply with these requirements.

15. Ownership of Work Product: Under this agreement, materials ownership and use are as follows: the DISTRICT has no ownership rights to any resources used by CONTRACTOR while performing its Responsibilities and Duties under this CONTRACT (the "CONTRACTOR RESOURCES"), unless agreed in writing between the parties. CONTRACTOR grants DISTRICT a limited non-exclusive license to use the CONTRACTOR RESOURCES solely for the Term of this CONTRACT, as long as attribution to CONTRACTOR is displayed clearly on all CONTRACTOR RESOURCES when used by DISTRICT. CONTRACTOR shall retain all right, title and interest in and to the CONTRACTOR RESOURCES, all of which shall remain the exclusive property of CONTRACTOR.

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 in accordance with paragraph 22.

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

**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave.

Santa Rosa, CA 95401

707-890-3800

mmartin@srs.k12.ca.us

**CONTRACTOR:**

Name: Corrina Hui LLC

Street: 2625 Alcatraz Ave. #298

City/State/Zip: Berkeley, CA 94705

Phone: (415) 990-4667

Email: corrhui@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 bases. 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 a venue in Sonoma County, California, and no other place.

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

**DISTRICT**

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

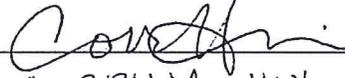
Rick Edson

Deputy Superintendent

mmartin@srs.k12.ca.us

707-890-3800

**AUTHORIZED SIGNER or CONTRACTOR**

Signature: 

Print Name: CORRINA HUI

Title: CONSULTANT

Email: CORRHUI@GMAIL.COM

Phone: (415) 990-4667

**BROADMOOR ACRES NORTH  
LAND USE AGREEMENT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Ms. Hope Marshall, (hereinafter collectively "Ms. Marshall") and the Santa Rosa City Schools (hereinafter the "District"). Ms. Marshall and the District are collectively referred to herein as the "Parties".

WHEREAS the District owns approximately fourteen (14) acres of real property consisting of Assessors Parcel Numbers 035-211-023 and 035-221-008, in Southwest Santa Rosa in the area of Yuba Drive and Ash Drive (hereinafter "Broadmoor North"); and

WHEREAS, the District acquired Broadmoor North in 1993 as a mitigation site for filling jurisdictional wetlands on the Elsie Allen High School site; and

WHEREAS, grazing is an acceptable activity under the terms of the Broadmoor North mitigation plan approved by the US Army Corps of Engineers; and

WHEREAS, Ms. Marshall grazed horses on Broadmoor North prior to the District's acquisition, and

WHEREAS, Ms. Marshall desires to graze up to 4 horses on Broadmoor North, and 4 cows (no bulls). The cows are part of daughter's high school FFA project.

WHEREAS, the District is willing to permit this activity under the terms and conditions set forth herein;

NOW THEREFORE, the parties agree to the following terms and conditions:

**1. Term**

The term of this agreement shall be month-to-month, beginning October 1, 2019 (the "Term"). The Term can be terminated by either party for any reason by providing written notice. Once notice is given, the Term will end on the final day of the month following the date when notice is given. If no termination notice is given, this Agreement shall terminate five years after the date of its execution unless extended by the Parties.

**2. Right of Use**

During the Term of this Agreement, the District grants Ms. Marshall the right to access and use Broadmoor North for the purposes of grazing up to four (4) horses, 4 cows thereon. The Parties acknowledge that the right of use granted hereunder is not exclusive, but also that the District will notify Ms. Marshall prior to authorizing any other use of the property.

**3. Consideration**

Ms. Marshall agrees to pay the District \$25 per month (\$300 per year) as consideration for the rights granted hereunder. Ms. Marshall may pre-pay for up to one year, and if this Agreement is terminated prior to the end of that year, the District will refund any over payment at the rate of \$25 per month.

Payment shall be made by check to: Santa Rosa City Schools, 211 Ridgway Avenue, Santa Rosa, California 95401, Attn: Accounting Department.

#### **4. Maintenance/Fencing**

Ms. Marshall agree to maintain, at her own cost, the fence around the perimeter of Broadmoor North in an adequate condition to contain the horses on the property. Ms. Marshall agrees to construct no fencing in the interior of the property for the purpose of corralling or otherwise confining the horses. Ms. Marshall further agrees to make no alterations of any kind to the natural landscape of the property unless specifically authorized by the District in writing.

#### **5. Feeding**

Ms. Marshall agrees to not provide feed to the horses on Broadmoor North, other than the natural grazing food growing on the site, unless specifically authorized by the District in writing.

#### **6. Additional Responsibilities**

It shall be Ms. Marshall's responsibility to ensure that the perimeter of the site is secure by maintaining the fence and ensuring that gates are closed.

#### **7. Right of Entry**

The District shall have the right to enter Broadmoor North at any time for the purpose of inspecting the premises.

#### **8. Waiver**

Ms. Marshall acknowledges that the grazing of animals includes the risk of loss of or damage to such animals, including but not limited to, accidents and exposure to hazardous substances. Ms. Marshall will waive any and all rights against the District for any damage to person or property arising out of their use of Broadmoor North.

#### **9. Hold Harmless**

Ms. Marshall agrees to indemnify, defend with counsel acceptable to District, and hold harmless District and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including, without limitation, attorney's fees and costs) (collectively, "Liability") of every nature arising out of or in connection with this Agreement, except such Liability caused by the sole negligence or willful misconduct of District. Liability covered under this provision includes, but is not limited to, Liability arising from injury to Ms. Marshall's horses and Liability caused by Ms. Marshall's horses, including Liability caused due to Ms. Marshall

horse(s) straying from Broadmoor North. This provision shall survive termination of this Agreement with respect to any and all Liability arising during the term of this Agreement.

#### **10. Assignment**

Ms. Marshall shall not assign this Agreement in whole or in part without District's prior written consent. All horses placed on Boardmoor North must be owned by Ms. Marshall.

#### **11. Compliance with Laws and Regulations**

Ms. Marshall agrees that they will at all times during their use and occupancy of the Broadmoor North property, comply with all applicable District rules and regulations and will also comply with city, county, state and federal ordinances, laws, and regulations affecting the use of Broadmoor North.

#### **12. Insurance**

With respect to this Agreement, Ms. Marshall shall maintain insurance and provide a Certificate of Insurance naming the District as an additional insured as follows:

- a. Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include, but not be limited to: premise and operations liability, independent contractors liability, and personal injury liability.
- b. The policy shall be endorsed with the following specific language: "District, its officers and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the name insureds in the performance of this Agreement."
- c. 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.
- d. 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.
- e. This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.

#### **13. Remedies**

If either Party is in default under the Agreement, the non-defaulting Party shall be entitled to pursue all remedies provided herein or available at law or in equity. Any legal actions

under this Agreement shall be brought in the Superior Court of Sonoma County, State of California.

**14. No Waiver**

Except as otherwise provided herein, no failure or delay by either Party in asserting any of its rights or remedies as to any default shall operate as a waiver without the express written consent of said Party.

**15. Entire Agreement**

This Agreement constitutes the entire understanding and agreement of the Parties, and supersedes all negotiations or previous agreement between the Parties with respect to all or any part of the subject matter hereof. The Agreement may be amended only in writing signed by authorized representatives of the Parties.

**16. Interpretation.** The rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement

**17. Copies and Counterparts.** True and accurate copies of this Agreement shall be deemed originals. The Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**18. No Third Party Beneficiaries.** No third-party beneficiary rights are created under this Agreement.

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

Santa Rosa City Schools

By:

\_\_\_\_\_  
Rick Edson, Deputy Superintendent

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

\_\_\_\_\_  
Ms. Hope Marshall

Attn: Rick Edson  
Santa Rosa City Schools  
211 Ridgway Avenue  
Santa Rosa, CA 95401



The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

**Owner:**

Full Name of Owner	SANTA ROSA CITY HIGH SCHOOL DISTRICT
Address	211 RIDGEWAY AVE, SANTA ROSA, CA. 95401
24-Hour Point of Contact Name and Title Work Phone Cell Phone	
Address for Official Notices (only if different from above address)	(SAME)

**Red Cross:**

Chapter Name	SONOMA-NAPA - CANW
Chapter Address	5297 AERO DRIVE SANTA ROSA CA 95403
24-Hour Point of Contact Name and Title Work Phone Cell Phone	JAMES COOPER, DISASTER PROGRAM MGR. WORK: 707-577-7600 CELL: 707-230-3897
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

**Facility:**

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.
SEE ATTACHED FACILITY LIST

## Terms and Conditions

- Use of Facility:** Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		<i>[Signature]</i>
Storage of supplies		<i>[Signature]</i>
Parking of vehicles		<i>[Signature]</i>
Disaster Shelter		<i>[Signature]</i>

- Facility Management:** The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.
- Condition of Facility:** The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's **Facility/Shelter Opening/Closing Form** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.
- Food Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.
- Custodial Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate the these services at the direction of and in cooperation with the Red Cross Manager.
- Security/Safety:** In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.
- Signage and Publicity:** The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. **Closing the Facility:** The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form*, to record any damage or conditions.
9. **Fee** (*This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:

- a. Owner will not charge a fee for the use of the Facility.  
Owner initials: \_\_\_\_\_ Red Cross initials: \_\_\_\_\_
- b. The Red Cross will pay \$ \_\_\_\_\_ per day/week/month (circle one) for the right to use and occupy the Facility. Owner initials: \_\_\_\_\_ Red Cross initials: \_\_\_\_\_

10. **Reimbursement:** Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

- a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
- b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water		<i>[Signature]</i>
Gas		<i>[Signature]</i>
Electricity		<i>[Signature]</i>
Waste Disposal		<i>[Signature]</i>

- d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
- e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.

11. **Insurance:** The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

12. **Indemnification:** The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability,



# Facility Use Agreement

including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.

- 13. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

SANTA ROSA CITY HIGH SCHOOL DIST.

Owner (Legal Name)

By (Signature)

Name (Printed)

Title

Date

The American National Red Cross

(Legal Name)

Robert L. Stinson

By (Signature)

ROBERT L. STINSON

Name (Printed)

FACILITIES/LOGISTICS SA

Title

9-24-2019

Date



Napa & Sonoma  
5297 Aero Drive  
Santa Rosa, CA 95403  
1 707 577 7600

## **FACILITY LIST ATTACHMENT**

This is an addendum to the Facility Use Agreement between the Santa Rosa City High School District (SRCHSD) and the Sonoma-Napa Chapter of the American Red Cross. The effective date is the date SRCHSD signs page four of this agreement.

The following schools are included in this agreement:

Elsie Allen High School  
500 Bellevue Avenue, Santa Rosa, CA 95407

Maria Carrillo High School  
6975 Montecito Blvd. Santa Rosa, CA 95409

Montgomery High School  
1250 Hahman Drive, Santa Rosa, CA 95404

Piner High School  
1700 Fulton Street, Santa Rosa, CA 95403

Ridgway High School  
325 Ridgway Avenue, Santa Rosa, CA 95401

Santa Rosa High School  
1235 Mendocino Avenue, Santa Rosa, CA 95401