

High School Textbook/Instructional Materials Adoption

☐ Primary Textbook/Materials ☐ Supplemental Textbook/Materials (Intervention and acceleration Materials Exempt) ☒ Updated Version (previously board approved) ☐ Novel

For use beginning with the semester of: ☒ Fall ☐ Spring Year: 2019

Textbook(s)/Material(s) Title: Essentials of Human Anatomy & Physiology

Author(s): Elain N. Marieb and Suzanne M. Keller

Publisher: Pearson Copyright: 2018

ISBN: ISBN-13: 978-0-13-439532-6 Hard Copy Cost: 139.47

Site Funding Source: 5294 Digital Cost: Included

Grades: 11-12 Projected # of books: 108

Course Title(s): Anatomy and Physiology Course ID(s): SCI015

Does this textbook(s)/material(s) contain information that a parent/guardian or student may find objectionable?

☐ Yes, _____ ☒ No

Does this textbook(s)/material(s) cover the California content standards?

☒ Yes, thorough coverage/alignment ☐ Yes, moderate coverage/alignment (Supplemental materials may be required.)

☐ Meets the legal compliance requirements of 60040 – 60048 and 60052

☐ Meets the intent of board policy and administrative regulation 6161.1

Submitted by: Christine Vahldick Date: March 1, 2019

Approved by:

New primary and supplemental textbooks REQUIRE Department & Site Principal agreement that these instructional resources will be the materials used in all courses with the same content/course ID throughout the district

Lindhurst High School Department Chair [Signature] Date: 3/5/19

Lindhurst High School Principal [Signature] Date: 3/5/19

Marysville High School Department Chair [Signature] Date: 3/1/19

Marysville High School Principal [Signature] Date: 3.7.19

Reviewed by:

By Phone By Email In Person

☒ Marysville Charter Academy Principal ☐ ☒ ☐ Date: 3/1/19
☒ South Lindhurst High School Principal ☐ ☒ ☐ Date: 3/4/19
☒ Community Day School Principal ☐ ☒ ☐ Date: 3/4/19
☐ District Parent Advisory Committee ☐ In Person Date: _____

☐ District School Board Approval Date: _____

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 2	
2. CONTRACT (Proc. Inst. Ident.) NO. A19AV00491				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0020174851	
5. ISSUED BY BIA PACIFIC 00013 2800 COTTAGE WAY ROOM W2820 Contracting Office Sacramento CA 95825		CODE A13		6. ADMINISTERED BY (If other than Item 5) DOI, BIA PACIFIC Contracting Office 2800 COTTAGE WAY ROOM W2800 Sacramento CA 95825		CODE A13	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT Attn: ATTN GOVERNMENT POC 5150 FRUITLAND RD MARYSVILLE CA 95901-9505				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
CODE 0071316888		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
11. SHIP TO/MARK FOR BIA PRO CCA 650 Capitol Mall Suite 8 & 500 SACRAMENTO CA 95814-4701		CODE 0009061761		12. PAYMENT WILL BE MADE BY ASAP Automated Standard Application for Payments (US. Dept. or Treasury) must be used. Contact Agreements Officer for more information.		CODE ASAP	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) ()				14. ACCOUNTING AND APPROPRIATION DATA 01			
15A. ITEM NO		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	
				15E. UNIT PRICE		15F. AMOUNT	
Continued							
				15G. TOTAL AMOUNT OF CONTRACT		\$8,409.00	

16. TABLE OF CONTENTS			
(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			
	A	SOLICITATION/CONTRACT FORM	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS	
	C	DESCRIPTION/SPECS./WORK STATEMENT	
	D	PACKAGING AND MARKING	
	E	INSPECTION AND ACCEPTANCE	
	F	DELIVERIES OR PERFORMANCE	
	G	CONTRACT ADMINISTRATION DATA	
	H	SPECIAL CONTRACT REQUIREMENTS	
PART II - CONTRACT CLAUSES			
	I	CONTRACT CLAUSES	
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	J	LIST OF ATTACHMENTS	
PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	M	EVALUATION FACTORS FOR AWARD	

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print) Dr. Gay Starkey, Superintendent				20A. NAME OF CONTRACTING OFFICER Tina Fourkiller Awarding Official, BIA-2018-L1-000113			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY (Signature of person authorized to sign)				BY (Signature of the Contracting Officer)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
A19AV00491

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00010	<p>CFDA Number: 15.130 DUNS Number: 100122274 Marysville Joint Unified School District, Initial Award for the FY 2019 Johnson O' Malley Program.</p> <p>TINA FOURKILLER-RAMIREZ, AWARDING OFFICIAL; BIA2018-L1-000113</p> <p>THESE FUNDS ARE MADE AVAILABLE PURUSANT TO H.J. RES. 28/FURTHER ADDITIONAL CONTINUING APPROPRIATIONS ACT, 2019. FUNDS ARE AVAILABLE THROUGH THEIR PERIOD OF AVAILABILITY. (JAN. 25, 2019).</p> <p>Legacy Doc #: IA Delivery: 12/31/2019 Account Assignm: K G/L Account: 6100.252I0 Business Area: A000 Commitment Item: 252I00 Cost Center: AADD50J010 Functional Area: A0E904545.999900 Fund: 190A2100DD Fund Center: AADD50J010 PR Acct Assign: 01 Period of Performance: 10/01/2018 to 12/31/2019</p> <p>190 A0E904545 JOM FUNDS Obligated Amount: \$8,409.00</p> <p>THIS AWARD IS BEING ISSUED TO FUND THE MARYSVILLE UNIFIED SCHOOL DISTRICT FOR THE JOHNSON O' MALLEY PROGRAM FOR 2019.</p> <p>The total amount of award: \$8,409.00. The obligation for this award is shown in box 15G.</p>				8,409.00

AUTHORIZED FOR LOCAL REPRC



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Central California Agency
650 Capitol Mall, Suite 8-500
Sacramento, California 95814

REFER IN REPLY TO:
Indian Self Determination
Marysville Unified School District
FY 2019 JOM Program
A19AV00491

March 5, 2019

Ms. Patricia Bennet, Supervisor
Marysville Joint Unified School District
American Indian Education Program
1919 B Street
Marysville, California 95901

Dear Ms. Bennett:

Attached is an electronic version of the Initial Award for the Fiscal Year 2019, Johnson O' Malley Program under Contract Number A19AV00491.

We have transmitted all electronic documents via email to Patricia Bennett, at email address: pbennett@mjusd.k12.ca.us for your view and acceptance, please print and sign the attached Award/Contract and complete blocks 19A-C. To expedite the obligation process, return a signed Award/Contract via email to tina.fourkiller@bia.gov.

The Tribe is not required to return the originally signed documents to the agency effective June 6, 2014. The Awarding Official will execute the scanned copy and return to the Tribe for their records.

Should you have any questions please contact, Tina Fourkiller-Ramirez, Indian Self-Determination Officer/Awarding Official, at (916) 930-3744. *No hardcopy will follow, please accept this as the original document.* Thank you.

Sincerely,

Tina L. Fourkiller-Ramirez
Awarding Official,
BIA-2018-L1-000113

Attachment



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Central California Agency
650 Capitol Mall, Suite 8-500
Sacramento, CA 95814-4710

IN REPLY REFER TO

MAR - 5 2019

Ms. Patricia Bennett, Supervisor
Marysville Unified School District
American Indian Education Program
1919 B Street
Marysville, California 95901

Dear Ms. Bennett:

The proposal to contract the Johnson O' Malley Program under the Indian Self-Determination and Education Assistance Act, as amended, for all three Fiscal Year 2019-2020-2021 has been approved. The proposal is assigned Contract Number A19AV00491.

The designated Indian Self-Determination Officer and Awarding Official is:

Tina Fourkiller-Ramirez, BIA 2018-L1-000113, (916) 930-3744; tina.fourkiller@bia.gov

The designated Awarding Official's Technical Representatives (AOTR) is:

Jim Hastings, Johnson O' Malley Program; jim.hastings@bie.edu

If you have any questions pertaining to this contract, please contact: Tina Fourkiller-Ramirez, Indian Self-Determination Officer/Awarding Official, at (916) 930-3744.

Sincerely,

Troy Burdick
Superintendent

Enclosures

**DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
CENTRAL CALIFORNIA AGENCY**

PUBLIC LAW 93-638, AS AMENDED

**SECTION 108(c)
MODEL CONTRACT**

BETWEEN

MARYSVILLE UNIFIED SCHOOL DISTRICT

AND

**THE UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS**

CONTRACT NUMBER: A19AV00491

JOHNSON O' MALLEY PROGRAM

Business Services Department

Approval 

Date: 3/18/19

**AGREEMENT
BETWEEN THE SECRETARY AND THE
Marysville Unified School District**

(a) AUTHORITY AND PURPOSE.

- (1) **AUTHORITY.** This agreement, denoted a Self-Determination Contract (referred to in this agreement as the "Contract"), is entered into by the Secretary of the Interior or the Secretary of Health and Human Services (referred to in this agreement as the "Secretary"), for and on behalf of the United States pursuant to title I of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450 et seq.) and by the authority of the **Marysville Unified School District** tribal government or tribal organization (referred to in this agreement as the "Contractor"). The provisions of Title I of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450 et seq.) are incorporated in this agreement.
- (2) **PURPOSE.** Each provision of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450 et seq.) and each provision of this Contract shall be liberally construed for the benefit of the Contractor to transfer the funding and the following related functions, services, activities, and programs (or portions thereof), that are otherwise contractible under section 102(a) of such Act, including all related administrative functions, from the Federal Government to the Contractor:

1) Johnson O' Malley Program (JOM).

(b) TERMS, PROVISIONS, AND CONDITIONS.

- (1) **TERM.** Pursuant to section 105(c)(1) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450j(c)(1)), the term of this contract shall be **three (3) years**. Pursuant to section 105(d)(1) of such Act (25 U.S.C. 450j(d)), upon the election by the Contractor, the period of this Contract shall be determined on the basis of a calendar year, unless the Secretary and the Contractor agree on a different period in the annual funding agreement incorporated by reference in **subsection (f)(2)**.
- (2) **EFFECTIVE DATE.** This Contract shall become effective upon the date of the approval and execution by the Contractor and the Secretary, unless the Contractor and the Secretary agree on an effective date other than the date specified in this paragraph. **The contract term is as follows:**

First year: October 1, 2018 – December 31, 2019

Second year: January 1, 2020 – December 31, 2020

Third year: January 1, 2021 – December 31, 2021

- (3) **PROGRAM STANDARD.** The Contractor agrees to administer the program, services, functions and activities (or portions thereof) listed in **Subsection (a) (2)** above of this contract in conformity with the following standards.

- (A) **GENERAL.** The Contractor shall administer programs under this agreement in accordance with its own laws and policies which are incorporated herein by reference. The provisions of regulations promulgated to implement Public Law 93-638, as amended, and other applicable Federal Regulation shall apply, unless such regulations have been waived by the Secretary. Such regulations are incorporated in this agreement by reference.

15.130 Johnson O' Malley Program – [Johnson-O'Malley Act of April 16, 1934; as amended, 25 U.S.C. 452; Indian Self Determination and Education and Assistance Act, Public Law 93-638; 25 U.S.C. 455-457] To fund programs that meet the unique and specialized needs of eligible Indian students.

- (4) **FUNDING AMOUNT.** Subject to the availability of appropriations, the Secretary shall make available to the Contractor the total amount specified in the annual funding agreement incorporated by reference in **subsection (f)(2)**. Such amount shall not be less than the applicable amount determined pursuant to section 106(a) of the Indian Self Determination and Education assistance Act (25 U.S.C. 450j-1).
- (5) **LIMITATION OF COSTS.** The Contractor shall not be obligated to continue performance that requires an expenditure of funds in excess of the amount of funds awarded under this Contract. If, at any time, the Contractor has reason to believe that the total amount required for performance of this Contract or a specific activity conducted under this Contract would be greater than the amount of funds awarded under this Contract, the Contractor shall provide reasonable notice to the appropriate Secretary. If the appropriate Secretary does not take such action as may be necessary to increase the amount of funds awarded under this Contract, the Contractor may suspend performance of the Contract until such time as additional funds are awarded.

(6) **PAYMENT.**

- (A) **IN GENERAL.** Payments to the Contractor under this Contract shall:

- (i) be made as expeditiously as practicable; and
- (ii) include financial arrangements to cover funding during periods covered by joint resolutions adopted by Congress making continuing appropriations, to the extent permitted by such resolutions.

(B) **QUARTERLY, SEMIANNUAL, LUMP-SUM, AND OTHER METHODS OF PAYMENT.**

- (i) **IN GENERAL.** Pursuant to section 108(b) of the Indian Self-Determination and Education Assistance Act, and notwithstanding any other provision of law, for each fiscal year covered by this Contract the Secretary shall make available to the Contractor the funds specified for the fiscal year under the annual funding agreement incorporated by reference pursuant to **subsection (f)(2)** by paying to the Contractor, on a quarterly basis, one-quarter of the total amount provided for in the annual funding agreement for that fiscal year, in a lump-sum payment or as semi-annual payments, or any other method of payment authorized by law, in accordance with such method as may be requested by the Contractor and specified in the annual funding agreement.

8

(ii) **METHOD OF QUARTERLY PAYMENT.** If quarterly payments are specified in the annual funding agreement incorporated by reference pursuant to **subsection (f)(2)**, each quarterly payment made pursuant to **clause (i)** shall be made on the first day of each quarter of the fiscal year, except that in any case in which the contract year coincides with the Federal fiscal year, payment for the first quarter shall be made not later than the date that is 10 calendar days after the date on which the Office of Management and Budget apportions the appropriations for the fiscal year for the programs, services, functions, and activities subject to this Contract.

(iii) **APPLICABILITY.** Chapter 39 of title 31, United States Code, shall apply to the payment of funds due under this Contract and the annual funding agreement referred to in **clause (i)**.

(7) RECORDS AND MONITORING.

(A) **IN GENERAL.** Except for previously provided copies of tribal records that the Secretary demonstrates are clearly required to be maintained as part of the record keeping system of the Department of the Interior or the Department of Health and Human Services (or both), records of the Contractor shall not be considered Federal records for purposes of chapter 5 of title 5, United States Code.

(B) **RECORDKEEPING SYSTEM.** The Contractor shall maintain a record keeping system and, upon reasonable advance request, provide reasonable access to such records to the Secretary.

(C) **RESPONSIBILITIES OF CONTRACTOR.** The Contractor shall be responsible for managing the day-to-day operations conducted under this Contract and for monitoring activities conducted under this Contract to ensure compliance with the contract and applicable Federal requirements. With respect to the monitoring activities of the Secretary, the routine monitoring visits shall be limited to not more than one performance monitoring visit for this Contract by the head of each operating division, departmental bureau, or departmental agency, or duly authorized representative of such head unless:

(i) The Contractor agrees to one or more additional visits; or

(ii) The appropriate official determines that there is a reasonable cause to believe that grounds for re-assumption of the Contract, suspension of contract payments, or other serious contract performance deficiency may exist.

No additional visit referred to in **clause (ii)** shall be made until such time as reasonable advance notice that includes a description of the nature of the problem that requires the additional visit has been given to the Contractor.

(8) PROPERTY.

(A) **IN GENERAL.** As provided in section 105(f) of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450j (f)), at the request of the Contractor, the Secretary may make available, or transfer to the Contractor, all reasonably divisible real property, facilities, equipment, and personal property that the Secretary has used to provide or administer the programs,

services, functions, and activities covered by this Contract.

A mutually agreed upon list specifying the property, facilities, and equipment so furnished shall also be prepared by the Secretary, with the concurrence of the Contractor, and periodically revised by the Secretary, with the concurrence of the Contractor.

- (B) **RECORDS.** The Contractor shall maintain a record of all property referred to in **subparagraph (A)** or other property acquired by the Contractor under section 105(f)(2)(A) of such Act for purposes of replacement.
- (C) **JOINT USE AGREEMENTS.** Upon the request of the Contractor, the Secretary and the Contractor shall enter into a separate joint use agreement to address the shared use by the parties of real or personal property that is not reasonably divisible.
- (D) **ACQUISITION OF PROPERTY.** The Contractor is granted the authority to acquire such excess property as the Contractor may determine to be appropriate in the judgment of the Contractor to support the programs, services, functions, and activities operated pursuant to this Contract.
- (E) **CONFISCATED OR EXCESS PROPERTY.** The Secretary shall assist the Contractor in obtaining such confiscated or excess property as may become available to tribes, tribal organizations, or local governments.
- (F) **SCREENER IDENTIFICATION CARD.** At the request of the Contractor by submission of Screener Application, screener identification card (General Services Administration form numbered 2946) shall be issued to the Contractor. The designated official shall, upon request, assist the Contractor in securing the use of the card.
- (G) **CAPITAL EQUIPMENT.** The Contractor shall determine the capital equipment, leases, rentals, property, or service that is required to perform the obligations of the Contractor under this subsection, and shall acquire and maintain records of such capital equipment, property rentals, leases, property, or services through applicable procurement procedures of the Contractor.
- (9) **AVAILABILITY OF FUNDS.** Notwithstanding any other provision of law, any funds provided under this Contract:
 - (A) Shall remain available until expended; and
 - (B) With respect to such funds, no further:
 - (i) Approval by the Secretary, or
 - (ii) Justifying documentation from the contractor shall be required prior to the expenditure of such funds.
- (10) **TRANSPORTATION.** Beginning on the effective date of this Contract, the Secretary shall authorize the Contractor to obtain interagency motor pool vehicles and related services for performance of any activities carried out under this Contract.
- (11) **FEDERAL PROGRAM GUIDELINES, MANUALS, OR POLICY DIRECTIVES.** Except as specifically provided in the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450 et seq.) the Contractor is not required to abide by program guidelines, manuals, or policy directives of the Secretary, unless otherwise agreed to by the Contractor and the Secretary, or otherwise required by

law.

(12) DISPUTES.

(A) THIRD-PARTY MEDIATION DEFINED. For the purposes of this Contract, the term "third-party mediation" means a form of mediation whereby the Secretary and the Contractor nominate a third party who is not employed by or significantly involved with the Secretary of the Interior, the Secretary of Health and Human Services, or the Contractor, to serve as a third-party mediator to mediate disputes under this Contract.

(B) ALTERNATIVE PROCEDURES. In addition to, or as an alternative to, remedies and procedures prescribed by section 110 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450m-l), the parties to this Contract may jointly:

- (i) submit disputes under this Contract to third-party mediation;
- (ii) submit the dispute to the adjudicatory body of the Contractor, including the tribal court of the Contractor;
- (iii) submit the dispute to mediation processes provided for under the laws, policies, or procedures of the Contractor; or
- (iv) use the administrative dispute resolution processes authorized in subchapter IV of chapter 5 of title 5, United States Code.

(C) EFFECT OF DECISIONS. The Secretary shall be bound by decisions made pursuant to the processes set forth in **subparagraph (B)** except that the Secretary shall not be bound by any decision that significantly conflicts with the interests of Indians or the United States.

(13) ADMINISTRATIVE PROCEDURES OF CONTRACTOR. Pursuant to the Indian Civil Rights Act of 1968 (25 U.S.C. 1301 et seq.) the laws, policies, and procedures of the Contractor shall provide for administrative due process (or the equivalent of administrative due process) with respect to programs, services, functions, and activities that are provided by the Contractor pursuant to this Contract.

(14) SUCCESSOR ANNUAL FUNDING AGREEMENT.

(A) IN GENERAL. Negotiations for a successor annual funding agreement, provided for in **subsection (f)(2)**, shall begin not later than 120 days prior to the conclusion of the preceding annual funding agreement. Except as provided in section 105(c)(2) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450j(c)(2)) the funding for each such successor annual funding agreement shall only be reduced pursuant to section 106(b) of such Act (25 U.S.C. 450j-l(b)).

(B) INFORMATION. The Secretary shall prepare and supply relevant information, and promptly comply with any request by the Contractor for information that the Contractor reasonably needs to determine the amount of funds that may be available for a successor annual funding agreement, as provided for in **subsection (f)(2)** of this Contract.

(15) CONTRACT REQUIREMENTS; APPROVAL BY SECRETARY.

(A) IN GENERAL. Except as provided in **subparagraph (B)**, for the term of the Contract, section 2103 of the Revised Statutes (25 U.S.C. 81) and section 16 of the Act of June 18, 1934 (48 Stat. 987, chapter 576; 25 U.S.C. 476), shall not apply to any contract entered into in connection with this Contract.

(B) REQUIREMENTS. Each contract entered into by the Contractor with a third party in connection with performing the obligations of the Contractor under this Contract shall:

- (i) be in writing;
- (ii) identify the interest parties, the authorities of such parties, and purposes of the contract;
- (iii) state the work to be performed under the contract; and
- (iv) state the process for making any claim, the payments to be made, and the terms of the contract, which shall be fixed.

(c) OBLIGATION OF THE CONTRACTOR.

(1) CONTRACT PERFORMANCE. Except as provided in **subsection (d)(2)**, the Contractor shall perform the programs, services, functions, and activities as provided in the annual funding agreement under **subsection (f)(2)** of this Contract.

(2) AMOUNT OF FUNDS. The total amount of funds to be paid under this Contract pursuant to section 106(a) shall be determined in an annual funding agreement entered into between the Secretary and the Contractor, which shall be incorporated into this Contract.

(3) CONTRACTED PROGRAMS. Subject to the availability of appropriated funds, the Contractor shall administer the programs, services, functions, and activities identified in this Contract and funded through the annual funding agreement under **subsection (f)(2)**.

(4) TRUST SERVICES FOR INDIVIDUAL INDIANS.

(A) IN GENERAL. To the extent that the annual funding agreement provides funding for the delivery of trust services to individual Indians that have been provided by the Secretary, the Contractor shall maintain at least the same level of service as the Secretary provided for such individual Indians, subject to the availability of appropriated funds for such services.

(B) TRUST SERVICES TO INDIVIDUAL INDIANS. For the purposes of this paragraph only, the term "trust services for individual Indians" means only those services that pertain to land or financial management connected to individually held allotments.

- (5) **FAIR AND UNIFORM SERVICES.** The Contractor shall provide services under this Contract in a fair and uniform manner and shall provide access to an administrative or judicial body empowered to adjudicate or otherwise resolve complaints, claims, and grievances brought by program beneficiaries against the Contractor arising out of the performance of the Contract.

(d) **OBLIGATION OF THE UNITED STATES.**

(1) **TRUST RESPONSIBILITY.**

(A) **IN GENERAL.** The United States reaffirms the trust responsibility of the United States to the **Marysville Unified School District** to protect and conserve the trust resources of the Indian tribe(s) and the trust resources of individual Indians.

(B) **CONSTRUCTION OF CONTRACT.** Nothing in this Contract may be construed to terminate, waive, modify, or reduce the trust responsibility of the United States to the tribe(s) or individual Indians. The Secretary shall act in good faith in upholding such trust responsibility.

- (2) **GOOD FAITH.** To the extent that health programs are included in this Contract, and within available funds, the Secretary shall act in good faith in cooperating with the Contractor to achieve the goals set forth in the Indian Health Care Improvement Act (25 U.S.C. 1601 et seq.).

- (3) **PROGRAMS RETAINED.** As specified in the annual funding agreement, the United States hereby retains the programs, services, functions, and activities with respect to the tribe(s) that are not specifically assumed by the Contractor in the annual funding agreement under **subsection (f)(2)**.

(e) **OTHER PROVISIONS.**

- (1) **DESIGNATED OFFICIAL.** The Annual Funding Agreement provides the Contractor the designation of official to serve as a representative for notices, proposed amendments to the Contract, and other purposes for this Contract.

(2) **CONTRACT MODIFICATIONS OR AMENDMENT.**

(A) **IN GENERAL.** Except as provided in **subparagraph (B)**, no modification to this Contract shall take effect unless such modification is made in the form of a written amendment to the Contract, and the Contractor and the Secretary provide written consent for the modification.

(B) **EXCEPTION.** The addition of supplemental funds for programs, functions, and activities (or portions thereof) already included in the annual funding agreement under **subsection (f)(2)**, and the reduction of funds pursuant to section 106(b)(2), shall not be subject to **subparagraph (A)**.

- (3) **OFFICIALS NOT TO BENEFIT.** No Member of Congress, or resident commissioner, shall be admitted to any share or part of any contract executed pursuant to this Contract, or to any benefit that may arise from such contract. This paragraph may not be construed to apply to any contract with a third party entered into under this Contract if such contract is made with a corporation for the general benefit of the corporation.

- (4) **COVENANT AGAINST CONTINGENT FEES.** The parties Warrant that no person or selling agency has been employed or retained to solicit or secure any contract executed pursuant to this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

(f) **ATTACHMENTS.**

- (1) **APPROVAL OF CONTRACT.** Unless previously furnished to the Secretary, the resolution of the **Marysville Unified School District** authorizing the contracting of the programs, services, functions, and activities identified in this Contract is attached to this Model Agreement.

(2) **ANNUAL FUNDING AGREEMENT.**

- (A) **IN GENERAL.** The annual funding agreement under this Contract shall only contain:

- (i) terms that identify the programs, services, functions, and activities to be performed or administered, the general budget category assigned, the funds to be provided, and the time and method of payment; and
- (ii) such other provisions, including a brief description of the programs, services, functions, and activities to be performed (including those supported by financial resources other than those provided by the Secretary), to which the parties agree.

- (B) **INCORPORATION BY REFERENCE.** The annual funding agreement is hereby incorporated in its entirety in this Model Agreement and attached as Attachment 2.

CATEGORICAL EXCLUSION EXCEPTION REVIEW (CEER) CHECKLIST

<p>Project: FY2019 Central California Agency Jurisdictional Tribes, Self-Determination Act Contract, Self-Governance and Grant Approvals for Operations, Maintenance, Human Resources Programs, Bureau of Indian Education (BIE) and Administrative Actions proposals may conduct, fund, permit, or approve new and ongoing operations, maintenance, human resources programs and service, administration, and self-determination and self-governance activities during Fiscal year 2018. Examples of these activities include non-ground disturbing actions such as: normal facility operations, upkeep, and repair/maintenance; information technology services, educational services, training; employment assistance; program and project administration/management; BIA and tribal operations; credit, financing and contractual administration/management; management of trust funds/assets, budget, finance, estate planning, probate, wills and appraisals; and issuance of Self-Determination Act contracts and grants for programs listed as categorical exclusions, or programs in which environmental impacts are adequately addressed in earlier NEPA analysis. Such activities may include work done in a field or office setting such as conducting or preparing summaries, studies, assessments, plans, or surveys. Such activities may occur on private, public, local, state, federal and/or tribal facilities and lands both within and outside of the Pacific Region. These activities shall NOT include any new construction, installation of new infrastructure, modification or architectural alteration of existing structures 50 years or greater in age, or any other activities with potential to adversely affect the human or natural environment.</p> <p>Letter and Text of category (BIA - 516 DM 10.5; DOI - 43 CFR 46-210) 516 DM 10.5 (A, C, D & E): Operation and Maintenance of Existing Facilities; Human Resources Programs; Administrative Actions and Other Activities Relating to Trust Resources; and Self-Determination and Self-Governance.</p>	<p>Date: 10-1-2018</p>
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Evaluation of Extraordinary Circumstances (43 CFR 46.215):

1. This action would have significant adverse effects on public health or safety.	NO <input checked="" type="checkbox"/> X	YES
2. This action would have an adverse effect on unique geographical features such as wetlands, wild & scenic rivers, refuges, floodplains, rivers, placed on nationwide river inventory, or prime or unique farmlands.	NO <input checked="" type="checkbox"/> X	YES
3. This action would have highly controversial environmental effects.	NO <input checked="" type="checkbox"/> X	YES
4. This action would have highly uncertain environmental effects or involve unique or unknown environmental risk.	NO <input checked="" type="checkbox"/> X	YES
5. This action will establish a precedent for future actions.	NO <input checked="" type="checkbox"/> X	YES
6. This action is related to other actions with individually insignificant but cumulatively significant environmental effects.	NO <input checked="" type="checkbox"/> X	YES
7. This action will adversely affect properties listed or eligible for listing in the National Register of Historic Places.	NO <input checked="" type="checkbox"/> X	YES
8. This action will affect a species listed or proposed to be listed as endangered or threatened.	NO <input checked="" type="checkbox"/> X	YES
9. This action threatens to violate federal, state, local, or tribal law or requirements imposed for protection of the environment.	NO <input checked="" type="checkbox"/> X	YES
10. This action will have a disproportionately high and adverse effect on low income or minority populations.	NO <input checked="" type="checkbox"/> X	YES
11. This action will limit access to, and ceremonial use of, Indian sacred sites on federal lands, by Indian religious practitioners, and/or adversely affect the physical integrity of such sites.	NO <input checked="" type="checkbox"/> X	YES
12. This action will contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area, or may promote the introduction, growth, or expansion of the range of such species.	NO <input checked="" type="checkbox"/> X	YES

A "yes" to any of the above exceptions will require that an environmental assessment be prepared.

NEPA Action --- CE ☒ X EA

Project (cont):

Editor: J. Dominguez, Environmental Protection Specialist

Name and Title of person preparing this checklist

Concur Item: H. P. Velt
Regional Archeologist

Date: 09.25.2018

Concur: E. J. Dominguez
Regional Agency/OPMC/NEPA Reviewer

Date: 9/25/2018

Approve: [Signature]
Regional Director/Agency Superintendent/
OPMC Official

Date: 9/25/2018

NOTES:

PUBLIC LAW 93-638, AS AMENDED

Fiscal Year 2019

ANNUAL FUNDING AGREEMENT

BETWEEN

MARYSVILLE UNIFIED SCHOOL DISTRICT

AND THE

**UNITED STATES OF AMERICA
SECRETARY OF THE DEPARTMENT OF THE INTERIOR**

BUREAU OF INDIAN AFFAIRS

Pacific Regional Office / Central California Agency

Contract Number: A19AV00491

JOHNSON O' MALLEY PROGRAM

16

INDEX OF CONTRACT PROVISIONS

SECTION A - Definition of Terms

- Section 1. Definitions

SECTION B - Program and Budget

- Section 1. Program(s)
- Section 2. National Environmental Policy Act (NEPA)
- Section 3. Program Standard
- Section 4. Contract Budget
- Section 5. Pre-Award and/or Start-up Cost
- Section 6. Contract Amount

SECTION C - Statement of Work

- Section 1. Scope of Bureau Program(s) to be performed
- Section 2. Statement of Work
- Section 3. Contract Term
- Section 4. Non-Contracted Portions of Bureau of Indian Affairs Program(s)

SECTION D - Performance

- Section 1. Reporting Requirement/Program Deliverables
- Section 2. Audit Requirement
- Section 3. Monitoring and Records Review
- Section 4. Examination of Records
- Section 5. Mature Contracts
- Section 6. Contract Cancellation
- Section 7. Driver License Requirements for Non-Federal Personnel
- Section 8. Effect on Existing Rights
- Section 9. Applicable Federal Regulations

SECTION E - Administration Data

- Section 1. Authorized Representatives
- Section 2. Contract Payment
- Section 3. Contract Revision or Amendment
- Section 4. Negotiable Indirect Cost Rate(s)
- Section 5. Disputes
- Section 6. Retrocession
- Section 7. Re-assumption
- Section 8. Federal Tort Claims Act (FTCA)
- Section 9. Vehicle Operation
- Section 10. Insurance

SECTION F - Special Requirements

- Section 1. Management Systems
- Section 2. Privacy Act Requirements
- Section 3. Freedom of Information
- Section 4. Inventory-Required
- Section 5. Special Provisions

SECTION G - Other Attachments

SECTION A- Definition of Terms

Section 1. The following terms shall have the meanings set forth below throughout this contract:

- 1) **Act.** Means **The Indian Self Determination and Education Assistance Act of 1975, as Amended, Public Law 93-638, as Amend, (25 U.S.C. 450, 88 Stat. 2203).**
- 2) **Annual Financial Audit.** Means an organization wide audit as required by **Public Law 104-156, The Single Audit Act Amendments of 1996**, as implemented through **Office of Management and Budget (OMB) Circular A-133.**
- 3) **Approving Official.** Means Bureau Line Officers (i.e., Regional Directors, Agency Superintendents, etc.).
- 4) **Awarding Official.** "Awarding Official" means Contracting Officer, and shall be any person in the self-determination career field, **GS-1101**, who has been certified under the Awarding Official Certification System as an Awarding Official, who has the authority to award, modify, and administer all self-determination contracts as defined in **25 U.S.C.A. Section 450b(j)**, including where applicable construction contracts as defined in **25 U.S.C.A. Section 450b(m)**, as amended, and shall make decisions and issue findings and determinations with respect thereto. The awarding official shall also have the authority to award, modify and administer all self-determination grants as defined in **25 U.S.C.A. Section 450h (a), (b) and (e).**
- 5) **Awarding Official's Technical Representative (AOTR).** Means the authorized technical representative of an Awarding Official acting within the limits of his/her authority. An AOTR is designated in writing from the Awarding Official. The written designation specifies the duties and responsibilities of the AOTR and the limits of authority which have been delegated.
- 6) **Cognizant Audit Agency.** Means the Department of the Interior, Office of the Inspector General.
- 7) **Contract.** Means a Self-Determination contract (or grant or cooperative agreement utilized in lieu of a contract under **section 9** of the Act) entered into under **title I** of the Act between a tribal organization and the Secretary for the planning, conduct and administration of programs or services which are otherwise provided to Indian tribes and their members pursuant to Federal law: *Provided, That*, no contract (or grant or cooperative agreement utilized under **section 9** of this Act) entered into under title I of this Act shall be construed to be a procurement contract.
- 8) **Contractor.** Means the recipient of a contract.
- 9) **Contract Modification.** A written change to the contract document which has been mutually agreed to by the Awarding Official and the Contractor.
- 10) **Contract Records.** Records maintained to support activity under the contract. Contract records shall include, but not be limited to, the following:
 - a) The contract award documents;
 - b) Any and all modifications to the contract;
 - c) Financial records; and,
 - d) Records created or maintained as a result of the contract.
- 11) **Days.** Means, unless otherwise specified in this contract, calendar days; except where the last day of any time period specified in this contract falls on a Saturday, Sunday, or a Federal holiday, the period shall carry over to the next business day unless otherwise prohibited by law.
- 12) **Indian Tribe.** Means any Indian Tribe, Band, Nation, or other organized group, or community, including Pueblos, Rancherias, Colonies and any Alaska Native Village, or regional or village corporation as defined in or established pursuant to the **Alaska Native Claims Settlement Act (85 Stat. 688)**, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.
- 13) **Indian.** Means a person who is a citizen of an Indian tribal government.
- 14) **Indirect Costs.** Means costs incurred for a common or joint purpose benefiting more than one contract objective or which are not readily assignable to the contract objectives specifically benefitted without effort disproportionate to the results achieved.

- 15) **Indirect Cost Rate.** Means the rate arrived at through negotiation between an Indian tribe or tribal organization and the appropriate Federal agency (National Business Center).
- 16) **Mature Contract.** Means a contract that has been continuously operated by a tribal organization for three or more years, and for which there are no significant and material audit exceptions in the most recent annual financial audit of the tribal organization. A mature contract may be for a definite or an indefinite term as requested by the tribe or, to the extent not limited by tribal resolution, by the tribal organization.
- 17) **Program Records.** Records created or maintained to support activity within the contracted program. Program records shall include, but not be limited to the following:
- a) Application for assistance under the specific program;
 - b) Case files, student files, etc.
 - c) Correspondence;
 - d) Financial records; and,
 - e) Any other records established to record the operation of the program under the contract.
- 18) **Reassumption.** Means rescission, in whole or in part, of a contract and assuming or resuming control or operation of the contracted program by the Secretary, pursuant to **25 U.S.C.A. Section 450m**, without consent of the Indian tribe or tribal organization pursuant to the notice and other procedures set forth in pursuant to **25 CFR, Chapter V, Part 900, and Subpart P.**
- 19) **Recontracting.** Means the renewal of a contract with a tribal organization for the same program.
- 20) **Retrocession.** Means the voluntary return to the Secretary, pursuant to **25 U.S.C.A. Section 450j(e)**, of a contracted program, in whole or in part, for any reason, before the expiration of the term of the contract pursuant to the procedures in **25 CFR, Chapter V, Part 900, Subpart P.**
- 21) **Secretary.** Means the Secretary, the Under Secretary, and Assistant Secretary, or any other head or assistant head of the Department of the Interior or his authorized representative(s); and, the term "his duly authorized representative" means any person or board (other than the Awarding Official) authorized to act for the Secretary.
- 22) **Subordinate Awarding Official's Technical Representative (SAOTR).** Means the authorized technical representative of an Awarding Official acting within the limits of his/her authority that assists the AOTR. An SAOTR is designated in writing from the Awarding Official. The written designation specifies the duties and responsibilities of the SAOTR and the limits of authority which have been delegated.
- 23) **Subcontracts.** Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, any contractual agreements of whatever type entered into by the Contractor in the furtherance of activities under this contract.
- 24) **Term Contract.** Means a contract (including a mature contract) which is for a specific period of time, not to exceed three years unless otherwise agreed to by the Secretary and the Contractor. The term may not be longer than that provided by any applicable tribal resolution which limits the period of the Contractor's authority.
- 25) **Tribal Organization.** Means the recognized governing body of any Indian tribe; any legally established organization of Indians which is controlled, sanctioned, or chartered by such governing body or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of its activities: Provided, that, in any case where a contract is let or a grant made to an organization to perform services benefitting more than one Indian tribe, the approval of each such Indian tribe shall be a prerequisite to the letting or making of such contract or grant.
- 26) **Tribal Resolution.** Means the formal manner in which the tribal organization expresses its legislative will in accordance with its organic documents. In the absence of such organic document, a written expression adopted pursuant to tribal practices will be acceptable.

SECTION B - Program and Budget

Section 1. Program (s). The Contractor shall perform that portion of the Bureau of Indian Affairs' **Johnson O' Malley Program** described herein in accordance with the terms, provisions and conditions of this contract.

Section 2. National Environmental Policy Act (NEPA) - The Tribe is also required to comply with the National Environmental Policy Act (NEPA) of 1969, 516 DM 2. Demonstration of compliance with NEPA is required before any contractual agreement begins by the Agency Environmental Protection Specialist. If it is determined that an Environmental Assessment, Finding of No Significant Impact (FONSI) or an Environmental Impact Statement (EIS) is not required, an Exception Checklist for BIA Categorical Exclusion will be completed and attached to this Annual Funding Agreement.

Section 3. Program Standard. The Contractor agrees to administer the program(s), services, functions and activities (or portions thereof) listed in **Section 1 (above)** in conformity with the following standards:

- a. **15.130 Johnson O' Malley Program** - [Johnson-O'Malley Act of April 16, 1934; as amended, 25 U.S.C. 452; Indian Self Determination and Education and Assistance Act, Public Law 93-638; 25 U.S.C. 455-457.]. To fund programs that meet the unique and specialized needs of eligible Indian students.

Section 4. Contract Budget. The budget for the services provided under this contract reflects the agreements reached during contract negotiations. The contract budget includes both direct and indirect costs.

A. The Contractor shall request prior approval for budget revisions whenever:

- 1) The budget revision results from changes in the Program Standard (what the contractor proposes to do) or the Statement of Work (how the contractor proposes to achieve the Program Standard) of the program;
- 2) The revision requires additional funding;
- 3) The revision causes a change in the amount of indirect cost for the contract; or,
- 4) The revision pertains to the addition of items requiring approval of the Bureau of Indian Affairs.

B. All other budget revisions do not require approval.

Section 5. Pre-Award and/or Start-Up Costs. Subject to submission of written notification to the Awarding Official, and the negotiation and approval of such costs prior to their incurrence:

(a) **Pre-Award Costs:** Prior to the initial year that a contract is in effect, the Contractor is authorized to be reimbursed for any reasonable, allowable and allocable costs incurred for the operation of the program(s) under this contract from **(N/A)** to the date of award of this contract, if applicable.

(b) **Start-up Costs:** During the initial year that a contract is in effect, or in the case of a Consolidated Tribal Government Program (CTGP) or a Master contract that incorporates a new program. In addition, in the case of an on-going and continuing contract that expands its activity(ies) to include a previously noncontract aspect(s) of the contracted program(s), during the initial year of that new or expanded activity, the Contractor is authorized to be reimbursed for start-up costs consisting of reasonable, allowable, and allocable costs that have been incurred or will be incurred on a one-time basis pursuant to the contract necessary –

- (1) to plan, prepare for, and assume operation of the program, function, service, or activity that is the subject of the contract; and,
- (2) to ensure compliance with the terms of the contract and prudent management.

Section 6. **Contract Amount.** Amount of Funding to be provided by the Bureau of Indian Affairs-Central California Agency under this Agreement for **Fiscal Year 2019** is reflected in the **Award Document (SF-26)** and/or **Modification (SF-30)** and/or **Grant Amendment** documents. For current fiscal funding level, please review the Attached **Award Document (SF-26)** or **Modification (SF-30)/Grant Amendment**.

Section 7. **Contract Support Funds (CSF).** Pursuant to 25 U.S.C. § 450j-1(a), contract support costs are the reasonable costs for activities that the Contractor must carry out to ensure compliance with the terms of the contract and prudent management and which do not duplicate funding provided under 25 U.S.C. § 450j-1(a)(1). The Secretary negotiates indirect contract support cost payments with the Contractor pursuant to NPM-SELFD-1, Contract Support Cost and direct contract support cost payments as 15% of the salaries associated with performance of the contracted program.

From the amounts Congress appropriates for contract support costs for Fiscal Year 2014, and as appropriations become available, the Secretary will award to the Contractor for the period covered by this agreement direct contract support costs and indirect contract support costs/indirect-type costs, refer to the Modification for funding amount and provided that the awards are subject to adjustment based on 25 U.S.C. § 450j-1(b) and the actual amounts Congress appropriates for contract support costs; (ii) the awards do not exceed 100 percent of the contract support costs incurred by the Contractor; and (iii) the awards are subject to an end-of-year reconciliation for under- or over-payments.

The Contractor retains the right to file a damages claim under 25 U.S.C. § 450m-1(a) & (d), this agreement and the Contract Disputes Act, 41 U.S.C. § 7101 et seq., and to take such other action as may be authorized under 25 U.S.C. § 450m-1(a). Nothing in this agreement shall be construed as a waiver of the Contractor's rights under 25 U.S.C. § 450j-1. By this agreement, the Secretary waives no claim to recovery of any overpayment of contract support cost funds and the awarding official personally obligates no funds beyond the amount of the awards.

SECTION C - Statement of Work

Section 1. Scope of Bureau Program(s) to be Performed.

(a) **Purpose.** To state the terms conditions, and work to be performed under the contract and the rights and responsibilities of each of the parties; and, to enable the Contractor to acquire and utilize all resources made available by the **Bureau of Indian Affairs (BIA)** for the delivery of services and programs specified herein, pursuant to the **Public Law 93-638, as amended**, and other applicable Federal laws.

- (1) The Contractor shall obtain from the BIA all such funds and other resources made available for the benefit of the tribe for all programs to be operated and services to be delivered by the Contractor through this contract on behalf of the BIA, except for "Trust" and "executive functions" of the BIA which are considered non-contractible.
- (2) The BIA shall transfer to the Contractor all such funds and other resources made available for the benefit of the Tribe through this contract in the most expeditious manner authorized by law, and shall provide technical support and assistance at the request of the Contractor and as provided herein.
- (3) The Contractor shall exercise full discretion over the funds made available subject only to the provisions of this contract and Federal law.

(b) **Fair and Uniform Services.** The Contractor agrees that any services or assistance provided to Indians under the contract shall be provided in a fair and uniform manner.

Section 2. Statement of Work. The statement of work is referenced as **Section G, Section 1 of this Annual Funding Agreement**, with all the documentation attached.

Section 3. Contract Term. This Contract shall be for the term commencing **October 1, 2018** and ending **December 31, 2019**. The availability of funds for any succeeding years is subject to the passage of appropriations by Congress and allocation by the Bureau of Indian Affairs.

Section 4. Noncontract Portions of the Bureau of Indian Affairs Program(s). The Government, through the Bureau of Indian Affairs, shall:

(a) **Technical Assistance.** Provide technical assistance and guidance, as needed, to the Contractor. The Awarding Official and/or identified authorized representative(s) will be available to provide assistance to the Contractor as needed, or upon the request of the Contractor.

(b) **Monitoring.** The Awarding Official and/or identified authorized representative(s) will monitor Contractor performance under this contract. This monitoring function will include, but not be limited to, the following:

- (1) Periodic on-site visits, as needed and/or requested by the Contractor.
- (2) Official Monitoring Sessions, these shall be scheduled in advance of the visit.

SECTION D - Performance

Section 1. **REPORTING REQUIREMENT.** The Contractor shall submit the following reports:

1. **Annual Narrative Report.** This report shall be submitted within ninety (90) days after the end of each contract period, due **March 30, 2020**.
2. **Annual Financial Report (SF-425).** This report shall be submitted within ninety (90) days after the end of each contract period, due **March 30, 2020**.

Section 2. **Audit Requirement.**

- (a) The contractor agrees to arrange for, participate fully in, and respond promptly and fully to the recommendations of, an annual single organization wide audit as prescribed by the **Single Audit Act Amendments of 1996 (Public Law 104-156)**, as implemented by **Office of Management and Budget (OMB) Circular A-133 (Revised June 27, 2003)** and as required in **Chapter 75 of title 31, United States Code**.

The costs of such audit are allowable charges only if made in accordance with the provisions of **OMB Circular A-133 (Revised June 27, 2003)**. Small and minority business audit firms shall be afforded maximum practicable opportunity to participate in contracts awarded by the contractor to fulfill the requirements herein. The preference requirements of section 7(b), Public Law 93-638, shall apply and are to be enforced.

- (b) If the contractor fails to comply with the requirement for obtaining audits in accordance with the **Single Audit Act Amendments of 1996 (Public Law 104-156)**, the Bureau of Indian Affairs may take one or more of the following actions, as appropriate in the circumstances:
- (1) Temporarily withhold cash payments, indirect costs and/or contract support funds pending correction of the deficiency by the contractor or more severe enforcement action by the Bureau;
 - (2) Disallow (that is, deny use of funds) all or part of the cost of the activity or action not in compliance;
 - (3) Wholly or partly suspend the current contract for the contractor's program; or,
 - (4) Take other remedies that may be legally available.
- (c) The contractor may appeal the BIA decision for sanctions under the Disputes clause of the contract.
- (d) The Contractor shall file one (1) copy of the final audit report with **Form SF-SAC (Data Collection Form)** electronically using the Federal Audit Clearinghouse-Internet Data Entry System (IDES) website: <http://harvester.census.gov/fac/index.html> select tab Data Collection Form Option.
- (e) The Contractors must send one (1) hardcopy or electronic copy to email below, of the final audit report to the Office of Internal Evaluation and Assessment to meet the reporting requirement of the Indian Self-Determination and Education Assistance Act.

OIEA@bia.gov
Office of Internal Evaluation and Assessment
Parker Building
2051 Mercator Drive
Reston, VA 21092

- (f) Please provide a courtesy copy to the Branch of Indian Self-Determination, via email to the Awarding Official at tina.fourkiller@bia.gov

Section 3.

Monitoring and Records Review.

- (a) The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. The foregoing constitutes "records" for the purposes of this clause.
- (b) The Contractor's facilities or such part thereof as may be engaged in the performance of this contract, and his records shall be subject at all reasonable times to inspection and audit by the Awarding Official or his authorized technical representatives.
- (c) The Contractor shall preserve and make available his records:
- (1) Until the expiration of three years from the date of final payment under this contract, or of the time period for the particular records specified in **25 CFR, Chapter V, Part 900, Subpart F, subsection 900.41(a-d)**, whichever expires earlier; and,
 - (2) For such longer period, if any, as is required by applicable statute, or by other clauses of this contract, or by **3(b) (1) or (2)** below:
 - (A) If the contract is completely or partially canceled, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (B) Records which relate to (A) appeals under the "Disputes" clause of this contract, (B) litigation or the settlement of claims arising out of the performance of this contract, or (C) costs and expenses of this contract as to which exception has been taken by the Awarding Official or any of his duly authorized technical representatives, shall be retained until such appeals, litigation, claims or exceptions have been disposed of.
- (d) The Contractor shall insert the substance of this clause, including the whole of this **paragraph 4**; in each subcontract hereunder that is not fixed-price. When so inserted, changes shall be made to designate the higher-tier subcontractor at the level involved in the place of the Contractor; to add "of the Government prime contract" after "Awarding Official", and to substitute "the Government prime contract" in place of "this contract" in (B) of **paragraph 3(b)(2)** above.

Section 4.

Examination of Records. [This clause is applicable if the contract amount does **not** exceed **\$10,000.**]

- (1) The Contractor agrees to maintain books, records, documents and other evidence pertaining to the costs and expense of this contract (hereinafter collectively called records) to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials,

equipment, supplies and services, and other costs of whatever nature for which reimbursement is claimed under the provisions of this contract.

- (2) The Contractor agrees to make available at the office of the Contractor at all reasonable times during a period of three years, after final payment under this contract, all records specified in **paragraph (a)**, above, for examination and audit by designated representative(s) of the Comptroller General, the Secretary of Interior, or the Awarding Official.
- (3) The Contractor further agrees that records which relate to claims, litigation, or to any costs or expenses of this contract to which exception has been taken by the Comptroller General, the Secretary of Interior, or the Awarding Official or any of their duly authorized representatives shall be retained by the Contractor until such appeals, litigation or exceptions have been disposed of.
- (4) The provisions of this clause shall be applicable to and included in any negotiated subcontract.

Examination of Records. [This clause is applicable if the contract amount exceeds \$10,000.]

- (1) The Contractor agrees to maintain books, records, documents and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called records) to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.
- (2) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in **subparagraph (d)** below, any of the records for inspection, audit or reproduction by any authorized representative of the Comptroller General, the Secretary of Interior, and the Awarding Official.
- (3) If the Comptroller General or any of his duly authorized representatives determines that his audit of the amounts reimbursed under this contract as transportation charges will be made at a place other than the office of the Contractor, the Contractor agrees to deliver, with the reimbursement voucher covering such charges or as may be otherwise specified within two years after reimbursement of charges covered by any such voucher, to such representatives as may be designated for that purpose through the Awarding Official, such documentary evidence in support of transportation costs as may be required by the Comptroller General or any duly authorized representatives.
- (4) Except for documentary evidence delivered to the Government pursuant to **subparagraph (3)**, above, the Contractor shall preserve and make available records:
 - (A) Until expiration of three years after final payment under this contract; and,
 - (B) For such longer period, if any, as is required by applicable statutes, by any other clause of this contract, or by (i) or (ii) below:
 - (i) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting settlement.
 - (ii) Records which relate to:
 - (A) Appeals under Disputes clause of this contract;

26

- (B) Litigation or the settlement of claims arising out of the performance of this contract; or
- (C) Costs and expenses of this contract to which exception has been taken by the Comptroller General, Secretary of the Interior or the Awarding Official, or any of their duly authorized representatives, shall be retained by the Contractor until such appeals, litigation, claims or exceptions have been disposed of.

(5) Except for documentary evidence delivered pursuant to **subparagraph (3)**, above, and the records described in **subparagraph (4)(B)(ii)**, above, the Contractor may in fulfillment of his obligation to retain records as required by this clause substitute photographs, micro-photographs, or other authentic reproductions of such records, after the expiration of two years following the last days of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Awarding Official with the concurrence of the Comptroller General or duly authorized representatives.

Section 5. Mature Contracts. This contract may be converted to "Mature Contract" status, upon the written request from the Contractor, when this contract meets the requirements specified at **section 4(h)** of the Act.

Section 6. Contract Cancellation. This contract may be canceled through either:

- (a) Retrocession as provided in the Act in **section 105(e)**, and in the regulations promulgated to implement the Act, **25 CFR, Chapter V, Part 900, Subpart P** (see also **Section E, Section 9**); or,
- (b) Program re-assumption as provided in the Act in **section 109**, and in the regulations promulgated to implement the Act, **25 CFR, Chapter V, Part 900, Subpart P** (see also **Section E, Section 10**).

Section 7. Driver License Requirement for Non-Federal Personnel. The Contractor is responsible for motor vehicle operator licensing, Equipment Operator testing, licensing and physical examinations in accordance with the specific requirements of the program(s) under contract or the specific equipment to be operated.

Section 8. Effect on Existing Rights. Nothing in the contract shall be construed as:

- (1) Affecting, modifying, diminishing, or otherwise impairing the sovereign immunity from suit enjoyed by an Indian tribe; or,
- (2) Authorizing or requiring the termination of any existing trust responsibility of the United States with respect to the Indian people.

Section 9. Applicable Federal Regulations. The most current version of regulations promulgated to implement the Act: **25 CFR, Chapter I, Subchapter M, Parts 273, 275 and 276**; and, **25 CFR, Chapter V, Part 900, Subparts A-P**, and the most current version of regulations promulgated to implement any program(s), services, functions or activities (and portions thereof), shall apply to this agreement.

SECTION E - Administration Data

Section 1. Authorized Representatives.

1. The Contractor, **Marysville Unified School District** is hereby designated and authorized **Ms. Patricia Bennett** to negotiate and execute contracts, and any amendments, revisions said forth in this contract.
2. **Tina Fourkiller-Ramirez**, is the primary Awarding Official for this contract. Joseph Saulque will serve as alternate Awarding Official for this contract in absence of the Primary. The primary's contact information is (916) 930-3744, and email address is tina.fourkiller@bia.gov
3. **Jimmy Hastings**, BIE Line Officer is designated as the authorized Awarding Official's Technical Representative (AOTR) for the **Johnson O'Malley Program** portion of this contract. Contact info (602) 421-8170, email jimmy.hastings@bie.edu

Section 2. **Contract Payment.** For performing this contract, the Contractor shall be reimbursed for its allowable direct and indirect costs, not to exceed the total budgeted amount of the contract. The total funding amount of this contract is stated in the **SF-26, Award/Contract (May, 2011)** or, if amended, as stated in the **SF-30, Amendment of Solicitation/Modification of Contract.**

- (a) **Payment System:** Contract payments shall be made to the Contractor through the **Bureau of Indian Affairs Automated Standard Application for Payment (ASAP)**. This is an electronic funds transfer system.
- (b) **Advance Payment:** Notwithstanding any other provision of law, Contract payments shall be made in advance on a quarterly, semi-annual, or lump sum basis. Each quarterly payment shall be made on the first day of each quarter of each fiscal year, the first semi-annual payment shall be made on the first day of the first quarter of the contract year, the final semi-annual payment shall be made on the first day of the third quarter of the contract year, the lump sum payment shall be made on the first day of the first quarter of the contract year, except that in any case in which the contract year coincides with the Federal fiscal year, payment for the first quarter shall be made not later than the date that is ten (10) calendar days after the date on which the Office of Management and Budget apportions the appropriations for the fiscal year for the programs, services, functions, and activities subject to this contract.

Contractor's Part 900.8 Application, item (n) negotiated the following:

Check one: (x) **Annual (Lump) Payment**

() Quarterly Payment

() Monthly Payment

- (c) **Use of Funds Advanced:** Funds advanced to the Contractor shall be used only for purposes authorized under this contract. The funds advanced cannot be used for any purpose other than an authorized Bureau program expenditure, even on a temporary basis. Further, funds advanced pending disbursement for a purpose authorized under this contract shall not be transferred to tribal accounts, lent to such tribal accounts, or expended for programs or purposes not specifically authorized under this contract. Funds advanced, pending expenditure under this

contract, shall be placed in appropriate savings, checking, or investment accounts. Such funds when invested or deposited shall be subject to the following:

- (1) Advanced funds not immediately spent for program activities may be invested only in obligations of the United States or in obligations or securities that are guaranteed or insured by the United States.
 - (2) If not invested, advanced funds must be deposited into accounts that are insured by an agency or instrumentality of the United States or must be fully collateralized to ensure protection of the funds, even in the event of a bank failure.
 - (3) Invested only in obligations of the United States, or in obligations or securities that are guaranteed or insured by the United States, or mutual (or other) funds registered with the Securities and Exchange Commission and which only invest in obligations of the United States or securities that are guaranteed by the United States; or,
 - (4) Interest and investment income that accrue on any funds provided for by contract becomes the property of the grantee pursuant to **section 105b (25U.S.C.A. Section 450j (b))** of the Act.
- (d) **Sanctions:** Failure to maintain the integrity of contract funds shall result in imposition of one or more of the following sanctions:
- (1) Pursuant to **Section 5(d) of Public Law 93-638, as amended (25 USC 450c(d))**, funds paid to the Contractor and not used for the purposes for which they were paid shall be repaid to the Treasury of the United States; and,
 - (2) Cancellation of Advance Payment methodology and invocation of "other payment methodologies" as provided in **provision 2**, above.
 - (3) Sanctions shall remain in place until the Contractor provides assurance that the impropriety which resulted in the imposition of sanctions has been rectified and will not reoccur.

Section 3. Contract Revision or Amendment.

- (a) This contract may be revised or amended as required to carry out the purpose of the program, project or function being contracted. The Contractor shall submit proposed revisions through the Awarding Official's Technical Representative to the Awarding Official. The Contractor (if other than the tribal governing body) shall also send copies of the proposed revision to the designated representative of the tribal governing body at the same time as they are sent to the Awarding Official. The Awarding Official shall review the proposed revision in accordance with **25 CFR, Chapter V, Part 900, Subpart E**.
- (b) When the Awarding Official recommends declination of a Contractor's request to amend the contract, the matter shall be resolved as prescribed in **section 102(b) (25 USCA 450f(b))** of the Act and in accordance with **25 CFR, Chapter V, Part 900, Subpart E**, of the regulations promulgated to implement the Act.

Section 4. Negotiated Indirect Cost Rates.

- (a) The allowable indirect costs under this contract shall be obtained by applying negotiated indirect cost rates to bases agreed upon by the parties, as specified below.
- (b) Negotiation of indirect cost rates by the Contractor and the Cognizant audit agency shall be undertaken as promptly as practicable after receipt of the Contractor's indirect cost proposal.
- (c) Allowable cost and acceptability of cost allocation methods shall be determined in accordance with **OMB Circular A-87**.
- (d) The results of each negotiation with National Business Center-Indirect Cost Services (NBC), shall be set forth in an Indirect Cost Negotiation Agreement; such agreement shall become a part of this contract by reference. The agreement shall specify:
 - (1) The agreed indirect cost rate(s);
 - (2) The base to which the rate(s) apply;
 - (3) The periods for which the rate(s) apply; and,
 - (4) The specific items treated as exclusions or any changes in the items previously agreed to be treated as exclusions.
- (e) The Contractor is to be reimbursed for all allocable and allowable indirect costs incurred in performance of this contract, subject to any statutory limitations applicable.
- (f) Any failure by the parties to agree on any indirect cost rate(s) or applicability of the rate(s) to the bases under this provision shall be considered a dispute concerning a question of fact for decision by the Awarding Official within the meaning of the clause of this contract entitled "**Disputes**".

Section 5. Disputes.

- (a) This contract is subject to the **Contract Disputes Act of 1978 (41 USC 601-613)**, hereafter CDA.
- (b) Except as provided in the CDA, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "**Claim**", as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding **\$50,000** is not a claim under the Act until certified as required by **subparagraph (d)(2)**, below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d) A claim by the Contractor shall be made in writing and submitted to the Awarding Official for a written decision. A claim by the Government against the Contract shall be subject to a written decision by the Awarding Official.

30

(1) For Contractor claims exceeding **\$50,000**, the Contractor shall submit with the claim a certification that:

- (A) The claim is made in good faith;
- (B) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and,
- (C) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.

(2) (A) If the Contractor is an individual, the certification shall be executed by that individual.

(B) If the Contractor is not an individual, the certification shall be executed by:

- (i) A senior company official in charge at the Contractor's plant or location involved; or
- (ii) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

(e) For Contractor claims of **\$50,000 or less**, the Awarding Official must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over **\$50,000**, the Awarding Official must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Awarding Official's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) The Government shall pay interest on the amount found due and unpaid from (1) the date the Awarding Official receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Awarding Official receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(h) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Awarding Official.

Section 6. Retrocession. The Contractor agrees to comply with the provisions of **section 105(e)** of the Act, as amended, and be guided by the procedures in **25 CFR, Chapter V, Part 900, Subpart P** in the event of retrocession.

Section 7. Re-assumption. The Contractor agrees to comply with the provisions of **section 109** of the Act, as amended, and be guided by the procedures in **25 CFR, Chapter V, Part 900, Subpart P** in the event of re-assumption.

Section 8. Federal Tort Claims Act (FTCA):

(a) **FTCA Coverage:** For purposes of FTCA coverage, the Contractor and its employees (including individuals performing personal services contracts with the Contractor to provide health care services) are deemed to be employees of the Federal government while performing work under this contract. This status is not changed by the source of the funds used by the Contractor to pay

the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than the Contractor.

- (b) **FTCA Liaison:** In accordance with the requirement in 25 CFR, Part 900, Subpart L, subsection 900.188(a) the Contractor agrees to designate an individual to serve as tort claims liaison with the Federal government. The tort claims liaison shall provide the assistance specified in 25 CFR, Part 900, Subpart L, subsection 900.188(c).

Section 9. Vehicle Operation:

- (a) **Vehicle Operation.** The Contractor, its employees and recipients of sub-awards who in the course of performance of their duties are required to operate Contractor-owned, rented, or when using personally owned motor vehicles in the performance of duties under this contract must have a valid motor vehicle operator license.
- (b) **Seatbelt Use Requirement.** The Contractor, its employees and recipients of sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and procedures for their employees when operating Contractor-owned, rented, or when using personally owned vehicles in the performance of duties under this contract. These measures include, but are not limited to, conducting education, awareness, and other appropriate activities for their employees regarding the importance of wearing seat belts and the consequences of not wearing them.
- (c) **Motor Vehicle Policy:** The Tribe certifies that it will self-administer a motor vehicle policy that promotes the safe and prudent operations of a motor vehicle while performing duties to implement the terms of the agreement. The Tribe's policy is either as stringent or more stringent than May 3, 2006 Motor Vehicle Operation Policy for the BIA issued by the Associate Deputy Secretary.
- (d) **Federal Leadership on reducing Text Messaging While Driving: Executive Order 13513** requires Federal Agencies to take steps to encourage Federal Contractors, Subcontractors, recipients and sub recipients of financial assistance to adopt and enforce their own policies that ban employees from texting while driving GOVs or company-owned, company-leased or company-rented vehicles or while driving POVs on official Government business or when performing work for, or on behalf of, the Government.
- (e) **I – Plates:** In order to receive I-Plates, the government shall retain title to the vehicle(s) and the Contractor shall justify how the vehicle(s) will be utilized in carrying out the objectives of the agreement prior to receiving I-Plates. The tribal organization agrees to provide for the repair, maintenance and insurance of all vehicles receiving I-Plates, which are used to meet the objectives of this Agreement, upon expiration date, the I-Plates are to be returned.

Section 10. Insurance: The Contractor is encouraged to obtain insurance from an insurance provider that is licensed by the State Insurance Commission of State Insurance Board in the State in which the contractor is located and where the work is to be performed.

SECTION F - Special Requirements

Section 1. Management Systems. As specified, 25 CFR, Chapter V, Part 900, subpart F, § 900.35, minimum standards for management systems used by tribes or organizations in carrying out self-determination contracts shall provide:

1. **Standards for Financial Management Systems (§ 900.42-46),**
2. **Standards for Procurement Management Systems (§ 900.47-50), and**
3. **Standards for Property Management Systems (§ 900.51-60).**

Section 2. Privacy Act Requirements. When a tribal Contractor operates a system of records to accomplish a Bureau function, the Contractor shall comply with **Subpart D of 43 CFR Part 2** which implements the Privacy Act (5 U.S.C. 552a).

Section 3. Freedom of Information. Access to records maintained by the Bureau is governed by the Freedom of Information Act (FOIA). Except for previously provided copies of tribal records that the Bureau demonstrates are clearly required to be maintained as part of the recordkeeping system of the Bureau, records of the Contractor (including archived records) shall not be considered Federal records for the purposes of FOIA.

1. Unless otherwise required by law, the Bureau shall not place restrictions on tribal Contractors which will limit public access to the tribal Contractor's records except when records must remain confidential.
2. The Contractor shall make all reports and information concerning the Contract available to the Indian people which the Contractor serves or represents.
3. A request to inspect or copy records and information shall be in writing and must reasonably describe the reports and information requested. The request may be delivered or mailed to the Contractor. Within ten (10) working days after receiving the request, the Contractor shall determine whether to grant or deny the request. The requester shall be notified immediately of the determination.
4. The time for making a determination may be extended up to an additional ten (10) working days for good reason. The requester shall be notified in writing of the extension, reasons for the extension, and the date on which the determination is expected to be made.

Section 4. Inventory - Required:

An inventory of any government owned property loaned to the contractor for use under an Agreement, shall be submitted by the organization 90 days after end of the Agreement period.

Section 5. Special Provision

SECTION G - Attachments

Section 1. **Attachments.** The following documents are made part of this Contract:

1. NEPA – Categorical Exclusion
2. 25 CFR 900.8 Contract Application
3. Budget and Budget Justification
4. Scope of Work

**CDW Government LLC
Purchase Agreement for E-Rate Customers
ERATE Pricing
Contract #22311
Spin #143005588
FCC Registration #0012123287**

This E-rate Customer Purchase Agreement (this "Agreement") is by and between CDW Government LLC an Illinois corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 ("Seller"), and MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, a non-profit school or library eligible for Universal Service funding, with offices at 1919 B St, MARYSVILLE, CA 95901 ("Customer") and is effective on April 1, 2019 ("Effective Date").

Definitions:

As used in the Agreement, the following terms shall have the meanings set forth below:

"E-Rate" – The education rate funding program that is a part of the Schools and Libraries Program that provides discounts to keep students and library patrons connected to broadband and voice services and which is one of the programs that form the Universal Service Program.

"Products" – E-rate eligible products or services that include computer related hardware but are not limited to caching servers, routers, switches, wireless access points, installation, and warranty maintenance and other items which are eligible for E-rate discounts in accordance with the rules issued by USAC.

"Customer" – an E-rate customer that is a school or library eligible to participate in the E-Rate program and, that is applying for E-Rate discount on Products ordered from Seller.

"Funding Commitment Decision Letter" or "FCDL" – A letter that a Customer receives from USAC which indicates the applicable discount amount for a specific funding year.

"Funding Year" – The specific calendar period, as defined by the SLP, during which the Customer is approved for funding or discounts on Products.

"SLP" - The Schools and Libraries Program of the Universal Service Fund, which includes the E-Rate Program and that is administered by the Universal Service Administrative Company (USAC) under the direction of the United States Federal Communications Commission ("FCC").

"Universal Service Administrative Co." or "USAC" – The not for profit organization designated by the U.S. Federal Communications Commission ("FCC") to administer and ensure compliance with the Universal Services Fund.

1. TERMS AND CONDITIONS

All orders submitted to Seller by Customer for Products under this Agreement are subject to the terms and conditions on Seller's website at <http://www.cdwg.com/content/terms-conditions/product-sales.asp> (the "Product Sales Terms and Conditions"), unless otherwise stated herein.

2. PURCHASE AUTHORIZATIONS**A. E-Rate Status**

Customer represents and warrants that it qualifies as eligible under the SLP to receive E-Rate funding.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, WHEN EXECUTED, CONSTITUTES A CONTRACT AS REQUIRED BY USAC and the SLP.

B. E-Rate Purchases

Customer represents and warrants that all purchases made under this Agreement shall be for its own use and that it is eligible to receive E-Rate funding as specified by USAC.

IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER SHALL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO USAC The Form 486 shall be approved by USAC prior to order placement with Seller.

3. ORDERING AND ASSISTANCE**A. Ordering**

Purchase orders shall be submitted directly to Seller at the following address or fax number:

CDW Government LLC
Attn: E-Rate Sales K-12
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Phone: 800-328-4239
Facsimile: Please fax Purchase Orders to your Account Manager

B. Required Information

All orders shall include 1) a contact name; 2) phone number; 3) purchase order number; 4) part number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage SLP owes (if applicable) 8) ship to location; 9) bill to location; and 10) FRN number for each part number. SEPARATE PURCHASE ORDERS SHALL BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS SHALL BE SUBJECT TO ACCEPTANCE BY SELLER.

C. Assistance with Order

Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are inconsistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall not be valid, are considered null and void and shall not be applicable to or binding on Seller.

FOR PRODUCTS WHICH ARE DISCONTINUED AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BY SELLER BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO OFFER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE, IF AVAILABLE, UPON SLP'S APPROVAL OF THE PRODUCT SUBSTITUTION.

4. PRICE AND PAYMENT TERMS

Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.

Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable laws and regulations.

A. Price

The Price shall be as set forth on the Customer's quote from Seller and which is in the form attached hereto as Exhibit I. All prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer.

B. Payment Terms

Customer must choose one of the following payment methods. However, Customers that choose to order Products prior to receiving their FCDL shall be required to follow the BEAR payment method.

1. Form 474 Service Provider Invoice (SPI) Method

Seller will invoice the Customer for the Product price, as set forth on the Product quote, net of the FCDL amount. Customer shall be responsible for making payment within thirty (30) days from date of invoice.

2. Form 472 Billed Entity Applicant Reimbursement (BEAR) Method

Seller will invoice Customer, upon Product shipment, for the total purchase price without regard to any SLP funding applied to that purchase price for the Products. Customer shall pay the invoiced amount within thirty (30) days from the date of invoice.

All payments, regardless of method, shall be submitted to the address set forth below:

CDW Government LLC
Attn: Accounts Receivable
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

CUSTOMER MAY EITHER WAIT TO PLACE AN ORDER PRIOR TO OR AFTER RECEIPT OF ITS FCDL. IN THE EVENT THAT CUSTOMER PLACES AN ORDER PRIOR TO RECEIPT OF THE FCDL, CUSTOMER SHALL BE RESPONSIBLE FOR PAYMENT OF THE ENTIRE PURCHASE PRICE WITHOUT REGARD TO SLP FUNDING.

5. NON-ASSIGNABILITY AGREEMENT

Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller's advance written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

6. TERM & RENEWAL OF AGREEMENT

The term of this Agreement shall commence on April 1, 2019 ("Effective Date") and be valid through Funding Year 22. Notwithstanding the foregoing, Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the Customer. In addition, the Customer may immediately terminate this Agreement or withdraw an order upon written notice to Seller in the event that funds are not appropriated to Customer under this program ("Termination Notice"). In the event that Customer terminates this Agreement due to non-appropriation of funds, then Seller may immediately cease performance. However, the Customer shall remain liable for any

Products that Seller has shipped or services already provided or subscribed and purchased prior to Seller's receipt of the Termination Notice. Customer shall also be responsible for any of Seller's out-of-pocket costs arising as a result of any such termination.

The term of this Agreement may be renewed in the event that Customer receives an extension of funding from the SLP and upon Seller's and Customer's mutual written consent.

7. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier at the following address:

If to Seller:

CDW Government LLC
Attn.: Director, Program Sales
2 Corporate Drive, Suite 800
Shelton, CT 06484

If to Customer:

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
1919 B St
MARYSVILLE, CA 95901

8. GENERAL

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Seller and Customer, and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

10. GOVERNING LAW

This Agreement will be governed by the laws of the State of Illinois, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in Cook County, Illinois, and Customer consents to the jurisdiction of the federal and state courts located therein. Customer shall submit to the jurisdiction thereof and waives the right to change venue. Customer further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

11. DOCUMENT RETENTION

All documents related to this Agreement will be kept on file by both parties for a period of ten (10) years after the project completion in accordance with the rules of the SLP.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written. **This contract is for Funding Year 22 (2019) which is effective as of July 1, 2019 and terminates on June 30, 2020.**

CDW Government LLC



(Authorized Signature)

Mark A. Ellis

Printed Name

Title: Manager, Program ManagementDate: 3.13.2019

Customer

(Authorized Signature)



Printed Name

Title: Asst. Supt. of Business Services

Date: _____

EXHIBIT I
Quote

Switches: Marysville Joint USD

Line No.	Qty	Part Number	Description	Unit Price	Ext Price
1	222	JL558A#ABA	ARUBA 2930F 48G POE+4SFP+740W SWITCH	\$ 2,414.00	\$ 535,908.00
2	222	Installation	EKC: Rack/Stack Switch	\$ 105.00	\$ 23,310.00
3	222	NTWKCONFIGBUN	CDW network switch configuration	\$ 65.00	\$ 14,430.00
4	1	See attached SOW	AB: Professional Services	\$ 24,420.00	\$ 24,420.00

Services Total	\$	62,160.00
Hardware Total	\$	535,908.00
Tax @ 8.25%	\$	44,212.41
Shipping	\$	-
Grand Total	\$	642,280.41

Please note: Before the Services are to be performed, CDW will create a Statement of Work (SOW) detailing the exact scoping and pricing of the Services to be provided, which will be executed by both parties prior to the start of Services. The SOW will reflect the terms and conditions as negotiated between the parties during the bidding and contracting process.

PRE-SOW FORM

PROJECT FUNDAMENTALS

Project Name:	Aruba Wired Network Implementation	Sales Contact:
Customer Name:	Marysville Joint Unified School District	Stacy Goodman
Provider Name:	Alpha Baller Technologies, LLC	916.216.5196
CDW Affiliate:	CDW Government LLC	sgoodman@cdwg.com
Effective Date:	March 4, 2019	Solution Architect:
Version:	1.0	Askia Howell

CUSTOMER-DESIGNATED LOCATIONS

Location(s)	Service(s)		
Marysville Joint USD DO 1919 B Street Marysville, CA 95901	<input type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input type="checkbox"/> Design	<input checked="" type="checkbox"/> Implementation <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input type="checkbox"/> Support <input checked="" type="checkbox"/> Training <input type="checkbox"/> Custom Work

41

Please note: Before the Services are to be performed, CDW will create a Statement of Work (SOW) detailing the exact scoping and pricing of the Services to be provided, which will be executed by both parties prior to the start of Services. The SOW will reflect the terms and conditions as negotiated between the parties during the bidding and contracting process.

PROJECT SCOPE

Aruba Wired Network Implementation

- Implementation Kickoff
- Discovery and Understanding
- Physical and Logical Design Creation and Review
- Staging and Baseline Configuration of 222 Aruba Switches (to be done by CDW)
- Production-ready Configuration and Staging of 222 Aruba Switches
- Testing and Validation of the full wired and wireless network at the school sites listed in the quote
- Create, Modify, and Finalize Cutover Plans including cutsheets and rollback sheets
- Final Preparation and Checklist for Cutover
- Execute Cutover Plan of the 222 Aruba network at various school sites (to be done by EKC and ABT)
- Perform Post-Cutover Testing, Validation, and Acceptance
- Provide Final Documentation (Visio Drawing of the Wired Network, Configuration Snapshots, Report of Findings and Recommendations)
- Provide Informal Training throughout the project and Formal Training after cutover

Out of Scope

Troubleshooting and configuration of other school sites or equipment not related to successful implementation of the equipment in the Aruba BOM and this Scope of Work.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

ITEM(S) PROVIDED TO CUSTOMER

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Report of Findings and Recommendations	Written document that details what was implemented during the project along with providing recommendations for improvements including estimated time and resource costs for future projects.	PDF
Visio Drawing of Wired and Wireless Network	Microsoft Visio Drawing of the as-built state of the Aruba Wired Network	Microsoft Visio
Configuration Backups	Backups of the active configurations of the wired equipment	Text files for configs

4/2

Please note: Before the Services are to be performed, CDW will create a Statement of Work (SOW) detailing the exact scoping and pricing of the Services to be provided, which will be executed by both parties prior to the start of Services. The SOW will reflect the terms and conditions as negotiated between the parties during the bidding and contracting process.

PROJECT SCHEDULING

July 1, 2019 to June 30, 2020

24/7 scheduling for the same rate during this time period, Actual onsite dates/times will be coordinated with Marysville Joint Unified School District input and approval.

PROFESSIONAL SERVICES FEES

Service Description	Price
Implementation of 222 new Aruba Equipment for Marysville Joint USD based on the Aruba BOM and the above Scope of Work	\$24,420.00
TOTAL	\$24,420.00

CONSULTANT FEES

One time fee

EXPENSES

No extra expenses will be charged

Travel will not be charged on this project

NOT FOR SIGNATURE

THIS DOCUMENT IS A DRAFT INTENDED ONLY FOR USE IN THE REVIEW OF TEXT APPLICABLE TO A POSSIBLE SERVICES ENGAGEMENT. IT DOES NOT CONSTITUTE A CONTRACT OR A PROPOSAL FOR A CONTRACT. THE CONTENT OF THIS DOCUMENT, AS IT MAY BE NEGOTIATED BY THE PARTIES, IS INTENDED TO BE INCORPORATED INTO A STATEMENT OF WORK, WHICH WILL INCLUDE OTHER PROVISIONS AND WHICH WILL BE GOVERNED BY ADDITIONAL TERMS AND CONDITIONS. A PARTY'S SIGNATURE OR OTHER INDICATION OF APPROVAL ON OR RELATED TO THIS DOCUMENT SHALL HAVE NO BINDING OR CONTRACTUAL EFFECT.

43

PRE-SOW FORM

PROJECT FUNDAMENTALS

Project Name:	Rack and Stack Project	Requested By (Sales):
Customer Name:	Marysville Joint USD	Pat Hein
Provider Name:	EKC Enterprises Inc.	866-642-8073
CDW Affiliate:	CDW Logistics, Inc.	pathei@cdwg.com
Effective Date:	March 13, 2019	Submitted By (SA/ISA):
Version:	1.0	Stephen Smith
		ssmith@actcomputers.net

CUSTOMER-DESIGNATED LOCATIONS

Location(s)	Service(s)		
Marysville Joint USD 1919 B Street Marysville, CA 95901	<input type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input type="checkbox"/> Design <input type="checkbox"/> Implementation	<input type="checkbox"/> Knowledge Transfer <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation <input type="checkbox"/> Support	<input type="checkbox"/> Training <input type="checkbox"/> Custom Work

44

Please note: Before the Services are to be performed, CDW will create a Statement of Work (SOW) detailing the exact scoping and pricing of the Services to be provided, which will be executed by both parties prior to the start of Services. The SOW will reflect the terms and conditions as negotiated between the parties during the bidding and contracting process.

PROJECT SCOPE

Work with CDW to Rack and Stack 222 switches

Arrive onsite and unbox the switches

Install the new switch into an existing rack

Plug in any existing patch cables

Plug the switch into a power outlet

Remove the trash

Completion of Project:

*This project will be deemed complete once all 222 switches are installed.

Out of scope:

Installing new patch cables

Removing old switches

Configuring the switches

Moving components around in the rack

Cleaning up any wiring

Customers Responsibilities

This is a fixed fee project; time and materials will not be billed

Project Assumptions

We assume this project will take 2-3 weeks to complete

CDW Note: Before the services are performed, CDW will create a Statement of Work (SOW) detailing the exact scoping and pricing of the Services to be provided, which will be executed by both parties prior to the start of Services. The SOW will reflect the terms and conditions as negotiated between the parties during the bidding and contracting process.

45

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

ITEM(S) PROVIDED TO CUSTOMER

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Click to list an item; e.g. report, map, etc.	Click here to enter the description of the item.	Click here to enter a file format; e.g. Word doc.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

SERVICES FEES

Services Fees will be calculated on a **FIXED FEE** basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 2).

The Total Estimated Services Fees of \$23,310.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 222 nor the Total Estimated Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 2 – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Price per switch	105.00	222	\$23,310.00
	\$ 0.00		\$ 0.00
	\$ 0.00		\$ 0.00
	\$ 0.00		\$ 0.00
	\$ 0.00		\$ 0.00
Estimated Totals	\$ 0.00		\$ 23,310.00

The rates presented in Table 2 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates for any

Please note: Before the Services are to be performed, CDW will create a Statement of Work (SOW) in which the Parties will agree on the scope of the Services to be performed. The SOW will be signed by both parties prior to the start of Services. The SOW will reflect the terms and conditions as negotiated between the parties during the bidding and contracting process.

46

unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates above, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$23,310.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone, as specified in **Error! Reference source not found.**.

Table 3 – Services Fees

Project Milestones	Percentage	Fees
Completion of Project	100%	\$23,310.00
Totals	100%	\$23,310.00

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

Two (2) weeks' advance notice from Customer is required for any necessary travel by Seller personnel.

47

Please note: Before the Services are to be performed, CDW will create a Statement of Work (SOW) detailing the exact scoping and pricing of the Services to be provided, which will be executed by both parties prior to the start of Services. The SOW will reflect the terms and conditions as negotiated between the parties during the bidding and contracting process.

NOT FOR SIGNATURE

THIS DOCUMENT IS A DRAFT INTENDED ONLY FOR USE IN THE REVIEW OF TEXT APPLICABLE TO A POSSIBLE SERVICES ENGAGEMENT. IT DOES NOT CONSTITUTE A CONTRACT OR A PROPOSAL FOR A CONTRACT. THE CONTENT OF THIS DOCUMENT, AS IT MAY BE NEGOTIATED BY THE PARTIES, IS INTENDED TO BE INCORPORATED INTO A STATEMENT OF WORK, WHICH WILL INCLUDE OTHER PROVISIONS AND WHICH WILL BE GOVERNED BY ADDITIONAL TERMS AND CONDITIONS. A PARTY'S SIGNATURE OR OTHER INDICATION OF APPROVAL ON OR RELATED TO THIS DOCUMENT SHALL HAVE NO BINDING OR CONTRACTUAL EFFECT.

48

Please note: Before the Services are to be performed, CDW will create a Statement of Work (SOW) detailing the exact scoping and pricing of the Services to be provided, which will be executed by both parties prior to the start of Services. The SOW will reflect the terms and conditions as negotiated between the parties during the bidding and contracting process.

Marysville Charter Academy for the Arts

Marysville Joint Unified School District

Tim Malone, Principal

A California Distinguished School



Amendment to Contract for MCAA

Both Parties agree that the not-to-exceed amount for the contract dated 8/14/2018 shall be increased from \$12,000 to \$14,500. John Pimentel will provide 15 additional days at MCAA beyond what was Board approved on August 14, 2018. Both parties agree that the not-to-exceed amount shall be increased from \$12,000 to \$14,500. The added scope is in order to assist in CAASP testing for students.

Contractor Name: John Pimentel
Contractor Signature: [Signature]
Date: March 16, 2019

District Acceptance: _____
Mike Hodson, Assistant Superintendent of Business Services

Business Services Department
Approval: [Signature]
Date: 3/14/19

49



EVENT BOOKING AGREEMENT

PLEASE SIGN AND RETURN THIS AGREEMENT TO:

Galaxy Mobile DJs
330 Vernon Street #371
Roseville, CA 95678

Cell: (916) 412-3398 Toll-Free: (877) 994-5994 Fax: (877) 994-5994

Email: matt@galaxyprodj.com

Website: www.galaxymobiledj.com

Agreement made on 3/1/2019 between
Galaxy Mobile DJs and:

Jennifer Campbell (Cust #)
McKenney Intermediate School
1904 Huston St
Marysville, CA 95901
Home: 530-680-2024 Work: 530.741.6187 x. 2381

Services Provided	Price
Middle School	\$600.00
(Qty 4) Extra speakers	\$0.00
(Qty 3) Wireless Microphone	\$0.00
Tax:	\$0.00
Total amount for services:	\$600.00

Deposit of \$0.00 is paid
Printed on 3/1/2019

To provide services for the above client on the date of 6/6/2019 between the hours of 7:00 PM to 9:30 PM for a Middle School to be held at the following location(s):

Jennifer Campbell in Marysville

Required Deposit of \$0.00.

WITNESSETH

NOW THEREFORE, In consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the Parties do agree as follows:

1. The Purchaser hereby engages the DJ to provide a DJ Service. The service to be performed at Event Location.
2. Galaxy Mobile DJs hereby agrees to provide a DJ-Service for the Purchaser at the above-mentioned location.
3. The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format.
4. Galaxy Mobile DJs hereby agrees to render its professional services and is at all times to have complete control of his program.
5. The Parties hereby agree that the DJ service shall be provided and accepted on the following date(s) and time(s) of the engagement.
6. The Purchaser In consideration of the DJ Service to be rendered by the DJ, and the mutual promises contained herein, hereby agrees to pay to the DJ the following consideration:

The deposit amount is non-refundable and is required to secure the services of Galaxy Mobile DJs for the engagement. This amount shall be applied toward the Performance Fee. Services requested that exceed the outlined time frame will be charged at the rate of \$100.00 per hour, payable the day of the engagement. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.

Balance is to be paid in full on or before date of above mentioned event.

7. Galaxy Mobile DJs will make all attempts to accommodate specific DJ performer requests by the customer. However, Galaxy Mobile DJs cannot guarantee specific DJs will be available for this event, and will provide an equal / experienced backup in case of emergency.

Additional Terms and Conditions The agreement of the DJ to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made by Galaxy Mobile DJs to find replacement entertainment at the agreed upon fees. Should Galaxy Mobile DJs be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Galaxy Mobile DJs liability shall be exclusively limited to an amount equal to the performance fee and that Galaxy Mobile DJs shall not be liable for indirect or consequential damages arising from any breach of contract. All deposits are non-refundable and is either (\$195) or (25%) of the total balance whichever is the higher amount. A service canceled between thirty (30) and zero (0) days prior to the event will forfeit the full balance (100%) immediately. Additionally PURCHASER has the right to reschedule the event within thirty (30) days of original date less the original paid deposit at the discretion of availability. PURCHASER also will be billed for parking when free parking is not available. This fee will be added to final bill.

The purchaser and DJ agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the Purchaser breaches the contract, he or she shall pay the DJ the amount set forth above as "Wage agreed upon" as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee.

It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to the DJ, or property of the DJ, while on the premises of said engagement, if damage is caused by Purchaser or guest, members of his organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

It is understood that if this is a "Rain or Shine" event, Galaxy Mobile DJs compensation is in no way affected by inclement weather. For outdoor performances,

50

Purchaser shall provide overhead shelter for setup area (to prevent rain and direct sun). The DJ reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to him, the equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions. The DJ's compensation will not be affected by such cancellation.

In the event of circumstances deemed to present a threat or implied threat of injury or harm to Galaxy Mobile DJs staff or any equipment in its possession, Galaxy Mobile DJs reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), Galaxy Mobile DJs shall resume performance in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether Galaxy Mobile DJs resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Galaxy Mobile DJs reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser shall provide Galaxy Mobile DJs with safe and appropriate working conditions. This includes a 6-foot by 6-foot area for setup, space for setting up speakers and lighting stands. Galaxy Mobile DJs requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 feet (along the wall) of the set-up area. This circuit must be free of all other connected loads. Any delay in the performance or damage to DJ's equipment due to improper power is the responsibility of the purchaser. Two circuits are preferred, where possible. Additional outlets on SEPARATE circuits for lighting (if contracted for) are required. Purchaser shall provide crowd control if warranted; and furnishing directions to place of engagement. Purchaser is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, and fire marshal if necessary (for use of fog).

The Purchaser shall at all times have complete control, direction and supervision of the performance of Galaxy Mobile DJs at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of Galaxy Mobile DJs performer. A written event/music planner or music request list must be received from the Purchaser and forwarded to Galaxy Mobile DJs at least two weeks prior to the date of the engagement for it to be included in Galaxy Mobile DJs programming guidelines. With or without the aid of an event/music planner or music request list, Galaxy Mobile DJs shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Galaxy Mobile DJs will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement.

In the event of non-payment, Galaxy Mobile DJs retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by Galaxy Mobile DJs. Purchaser shall be charged \$25 for each returned check plus a \$7.50 service charge for each collection notice.

This agreement guarantees that Galaxy Mobile DJs will be ready to perform at the start time of the engagement. No guarantee is made as to Galaxy Mobile DJs time of arrival; however, Galaxy Mobile DJs requests that they be permitted (60-90) minutes before the engagement and 45 minutes after the engagement for setup and takedown. Galaxy Mobile DJs also requests ramp or elevator access between the parking/service entrance and the setup area. If the venue requires setup or takedown in less time, or if equipment must be carried up stairs or lifted onto a stage to reach the setup area, additional labor will be charged at the rate of \$50.00. If Purchaser or venue requires Galaxy Mobile DJs to complete setup more than one hour before the start time, or to postpone takedown more than one hour after the end time indicated, the additional time will be charged at the rate of \$50.00 per half-hour.

By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract.

All attached riders are an integral part of this contract. This contract will supersede any other contract. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable to both parties. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative of either party hereto, which are not contained in this written contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon.

The laws of the State of California shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Placer County.

Purchaser agrees to defend, indemnify, assume liability for and hold Galaxy Mobile DJs harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Galaxy Mobile DJs performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party.

Purchaser may not transfer this contract to another party without the prior written consent of Galaxy Mobile DJs.

This agreement is not binding until signed by both Purchaser and Galaxy Mobile DJs has received it. Any changes must be written and signed by both the Purchaser and Galaxy Mobile DJs. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.

Galaxy Mobile DJs may elect not to exercise their rights as specified in this agreement. By doing so, Galaxy Mobile DJs does not waive their right to exercise those options at a future date.

Galaxy Mobile DJs may take photo and video footage. This may be used only for promotional purposes. If you do not give consent please print and return this contract with a line through this paragraph.

THE PARTIES hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

Agreed: Matthew D. Deutchman Date: 3/5/2019
Galaxy Mobile DJs Representative

Agreed: _____ Date: _____
Client Signature Michael Hobson
ASST. Supt. of Business Services