

**BOARD MEETING: 1/25/2022**

**SCHOOL: Marysville High School**

**SCHOOL PRESENTATION**

**1. SCHOOL SITE PLAN**

***Purpose of the agenda item~***

The purpose of the agenda item is to present the School Site Plan for the 2021-22 school year.

***Background~***

The Single Plan is a comprehensive document providing details about the school's planned actions and expenditures to support student outcomes and overall performance, and how these actions connect to the district's Local Control Accountability Plan (LCAP), which lays out goals for the entire district. The annual process of developing, reviewing, and updating the Single Plan is conducted by each school's School Site Council (SSC), a collaborative, advisory group made up of school staff, parents, community members, and, at the secondary level, students. Development of the Single Plan is the Council's primary responsibility, and offers schools and their respective communities an opportunity to:

- Be part of a collaborative and inclusive school support and growth process.
- Review and analyze state and local student achievement, attendance, and climate data.
- Engage the community in providing input to identify and develop school improvement priorities.
- Build relationships geared toward a mutual goal of supporting the success of all students.
- Celebrate and highlight the work of the schools in building performance and growth.

***Financial Impact~***

Each school site is allocated funds to support the school goals.

***Recommendation~***

This is an informational item only.

**BOARD MEETING: 1/25/2022**

**SCHOOL: McKenney Intermediate School**

**SCHOOL PRESENTATION**

**1. SCHOOL SITE PLAN**

***Purpose of the agenda item~***

The purpose of the agenda item is to present the School Site Plan for the 2021-22 school year.

***Background~***

The Single Plan is a comprehensive document providing details about the school's planned actions and expenditures to support student outcomes and overall performance, and how these actions connect to the district's Local Control Accountability Plan (LCAP), which lays out goals for the entire district. The annual process of developing, reviewing, and updating the Single Plan is conducted by each school's School Site Council (SSC), a collaborative, advisory group made up of school staff, parents, community members, and, at the secondary level, students. Development of the Single Plan is the Council's primary responsibility, and offers schools and their respective communities an opportunity to:

- Be part of a collaborative and inclusive school support and growth process.
- Review and analyze state and local student achievement, attendance, and climate data.
- Engage the community in providing input to identify and develop school improvement priorities.
- Build relationships geared toward a mutual goal of supporting the success of all students.
- Celebrate and highlight the work of the schools in building performance and growth.

***Financial Impact~***

Each school site is allocated funds to support the school goals.

***Recommendation~***

This is an informational item only.

# Proactive Legal ~ The Bock Law Group, PC

## AGREEMENT FOR LEGAL AND RELATED SERVICES

This agreement is between Marysville Joint Unified School District ("Client") and the law firm Proactive Legal ~ The Bock Law Group, PC ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective: December 21, 2021.

1. **SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel/consultant with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries in a prompt and efficient manner.
2. **CLIENT'S DUTIES.** Client agrees to cooperate with Attorney and to communicate and keep Attorney apprised of any information or developments which may come to Client's attention, to abide by this Agreement. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.
3. **CONSULTANT SERVICES.** Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Consultants upon prior approval by Client.
4. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney's prevailing rates for all time spent on Client's matter by Attorney's personnel (as specified on the Professional Rate Schedule below). Current hourly rates are noted in the Schedule and the actual rate billed is based on position and years of experience. The time charged will include time spent on calls/communications relating to Client's matter, including with Client and other parties and attorneys.
5. **COSTS AND OTHER CHARGES.** (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs if applicable), and other similar items. The following costs shall not be charged:

In-office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

6. **BILLING STATEMENTS.** Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one

Business Services Date: 1-13-22

Purchasing Date: 1-13-22

percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be identified by item and amount.

7. **DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact of circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy files in its possession seven (7) years after the conclusion of representation.

8. **DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

9. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

10. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

11. **MEDIATION CLAUSE.** If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

12. **EFFECTIVE DATE.** This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES.

IN WITNESS WHEREOF, the parties have signed this Agreement.

Marysville Joint Unified School District

Jennifer Passaglia      CBO  
Name                                      Title

\_\_\_\_\_  
Signature                                      Date

Proactive Legal ~ The Bock Law Group, PC

Brian Bock, Esq.                      Managing Partner  
Name                                      Title

  
\_\_\_\_\_  
Signature                                      12/21/2021  
Date

# Proactive Legal ~ The Bock Law Group, PC

## PROFESSIONAL RATE SCHEDULE

Marysville Joint Unified School District  
December 21, 2021

### **1. HOURLY PROFESSIONAL RATES**

Client agrees to pay Attorney by the following standard hourly rate:

Partner/Of Counsel	\$280 - \$300 per hour
Associate	\$250 - \$275 per hour
Paralegal/Law Clerk	\$150 - \$185 per hour
Consultant	\$175 - \$225 per hour

Travel time shall be charged from the Attorney's office to the destination and shall be prorated if the assigned person travels for two or more clients on the same trip.

### **2. COSTS AND EXPENSES**

In-office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

## CONSULTING AND ADVOCACY AGREEMENT

This Agreement is entered into on February 1, 2022 by and between the Marysville Joint Unified School District ("Client") and Capitol Advisors Group, LLC ("Contractor"), a California limited liability company.

### RECITALS

WHEREAS, Contractor has experience and expertise in public policy and school finance consulting and in developing strategic consulting and partnerships, and is willing and able to perform services desired by Client; and,

WHEREAS, Client desires public policy and school finance consulting services, strategic counsel, and assistance in developing mutually beneficial partnerships.

NOW, THEREFORE, the parties agree as follows:

### AGREEMENT

1. Term of Agreement. This Agreement shall commence on February 1, 2022 and continue through January 31, 2023 ("Term"), after which time this agreement shall renew monthly, until terminated pursuant to Section 4 of this agreement.
2. Description of Services. Contractor agrees to provide services to Client as identified in Exhibit A, "Description of Services," attached to this Agreement and incorporated by reference.
3. Compensation.
  - a. Compensation to Contractor for this Agreement shall be \$2,000 per month.
  - b. Client also agrees to compensate Contractor for travel expenses associated with the performance of this Agreement, provided that such travel is requested and approved by Client.
4. Termination. At any time during the Term of the Agreement, either party may terminate this agreement, with or without cause, by giving written notice to the other party at least 30 days prior to the date of termination. In case of termination, Client shall be liable for all fees described under Section 3 above, including approved travel expenses, up to the termination date.
5. Modification. This Agreement may be modified (including modification to the scope of work and/or compensation) by the parties through mutual written agreement.
6. Limitation on Liability; Indemnification.

- a. IN NO EVENT SHALL CONTRACTOR'S LIABILITY TO CLIENT, FOR ANY REASON ARISING OUT OF THIS AGREEMENT, EXCEED THE AMOUNT OF THE COMPENSATION ACTUALLY RECEIVED BY CONTRACTOR UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
  - b. Each party shall defend, indemnify, and hold harmless the other party, and all of its agents, directors, officers, and employees from and against any and all claims, liabilities, losses, damages, judgments, costs, and expenses and threats thereof (collectively, "Claims") arising out of or in connection with this Agreement, except that a party need not defend, indemnify, and hold harmless the other party against Claims finally determined to have arisen solely from the other party's gross negligence or willful misconduct.
7. Notices to the Parties. All notices required or permitted under this Agreement shall be in writing and delivered by reliable and common methods as follows:
- To Capitol Advisors Group, LLC:
- Barret Snider  
Partner  
925 L Street, Suite 1200  
Sacramento, California 95814  
(916) 557-9745  
Barrett@capitoladvisors.org
- To Marysville Joint Unified School District:
- Fal Asrani, Ed.D  
Superintendent  
1919 B Street  
Marysville, CA 95901  
(530) 749-6102  
fasrani@mjusd.k12.ca.us
8. Independent Contractor. The parties agree that Contractor is an independent contractor. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, association, or any other relationship except that of independent contractor.
9. Waiver. No failure to exercise and no delay in exercising any right, remedy, or power, under this Agreement or by law, shall operate as a waiver of such right, remedy, or power.

10. Legal Costs. If any party to this Agreement shall take any action or proceeding to enforce this Agreement, the losing party shall pay to the prevailing party a reasonable sum for all fees, costs, and expenses (including attorneys' fees) incurred in bringing such suit and/or enforcing any judgment granted.
11. Governing Law. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California.
12. Client Responsibility for Fair Political Practices Commission (FPPC) Reporting and Accounting Requirements. State law (the Political Reform Act, Government Code Section 81000 et seq.) and regulations of the FPPC govern reporting and accounting requirements for lobbyists, lobbying firms, and lobbyist employers. Contractor is a registered lobbying firm and complies with applicable FPPC requirements. Client is responsible for complying with its own reporting and accounting requirements, and payment of applicable fees, as required by the FPPC (including FPPC Regulations 18615 and 18616).
13. Entire Agreement. The terms of this Agreement are intended by the parties to be in the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. No change or waiver of any provision of this Agreement shall valid unless made in writing and executed in the same manner as this Agreement.
14. Severability. If any term or provision of this Agreement shall be found illegal or unenforceable, such term or provision shall be deemed stricken and the remaining elements of this Agreement shall remain in full force and effect.

This Agreement is duly executed as of the date written above:

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Barrett Snider  
Partner  
Capitol Advisors Group, LLC

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Jennifer Passaglia  
Chief Business Official  
Marysville Joint Unified School District



**EXHIBIT A**  
**Description of Services**

Capitol Advisors Group, LLC will provide consulting and professional services to the Marysville Joint Unified School District ("Client"). Those services include, but are not necessarily limited to, the following:

1. Make available to the Client all resources of the firm, including consultation with any and all of the firm's partners and/or staff.
2. Provide consulting expertise in the areas of the state budget development and school finance during the ongoing development of the district's annual budget.
3. Present state budget analysis and summary to the superintendent, the superintendent's representatives, and the school board, as requested.
4. Attend school board meetings and provide updates to the school board, as requested by the client.
5. Monitor and report on developments related to legislative and budget initiatives of interest to the Client.
6. Monitor and report on the state budget deliberations before the State Legislature and Governor's Administration.
7. Secure and facilitate meetings for district representatives with the Governor's Office, Legislators, and state agency staff, as needed.
8. Represent the district before the Governor's Office, State Legislature, California Department of Finance, California Department of Education, Controller's Office, Office of Public School Construction.
9. Make available to the client all analyses and reports created by the firm related to the state budget or legislative matters of interest to the client, as determined by the Superintendent.
10. Provide strategic counsel to the client, as needed.
11. Other duties, as mutually agreed upon between the Client and Capitol Advisors Group.

SHADY CREEK OUTDOOR SCHOOL PROGRAM  
Management Services Provided By  
SUTTER COUNTY SUPERINTENDENT OF SCHOOLS OFFICE  
Tom Reusser, Superintendent  
970 Klamath Lane, Yuba City, CA 95993/(530) 822-2949

ENVIRONMENTAL EDUCATION AGREEMENT 2021/2022

THIS AGREEMENT ("Agreement") is entered into between the Sutter County Superintendent of Schools ("Superintendent") and Foothill Intermediate School ("District"). Collectively Superintendent and District shall be referred to as "Parties."

WHEREAS, Superintendent owns an outdoor education facility known as Shady Creek Outdoor School ("Shady Creek"), which is located at 18601 Pathfinder Way, Nevada City, CA, and thereon operates the Shady Creek Outdoor School Program ("Program"), an outdoor educational program for the benefit of public school students; and

WHEREAS, District desires its students to participate in the Program and stay at Shady Creek on the terms and conditions set forth in this Agreement.

The Parties agree as follows:

1. Participation Fee: District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for (65) pupils (also referred to as "Students") and agrees to pay an amount **equal to \$300.00 per pupil** if scheduled for a five-day week and **\$275.00 per pupil** if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by District's school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2022.**
2. Deposit. This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin chaperones provided by the District as required by sections 4 and 5 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by ***December 1st, 2021 for spring scheduled schools*** to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall final billing be less than seventy-five percent (75%) of the number of Students identified in Section 1.
3. Cancellation. If the District cancels its reservation less than thirty (30) calendar days before its scheduled arrival date, the District will be charged for 75% of its contracted Student number, **unless** a state or local health agency issues an order or recommendation precluding Students from attending the Shady Creek residential Program, in which case the District shall not be charged under this Agreement and shall be refunded its deposit in full. A copy of the order or recommendation must be provided to the Superintendent.
4. Adult Participation Requirements. District shall require the following adult participants, who shall stay at Shady Creek with the Students.

- a. Program Coordinator. District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady Creek Director or designee to ensure that all requirements of this Agreement have been fulfilled prior to the arrival of the District at Shady Creek.
- b. Teachers. District shall provide one teacher for each class of 20 or more Students at no additional cost. Districts with less than 20 students will have a prorated fee for the teacher's food and lodging.
- c. Administrator: Districts attending shall coordinate to provide one administrator for each week Students are in attendance. If more than one district is participating in the Program during the Program Term, Districts shall provide an administrator on a rotating basis. The Shady Creek Director or designee shall be responsible for coordinating the rotation of the Administrator
- d. Nurse. If all Students for the Program Term are from the same District, District shall provide one school nurse or health technician. If more than one district is participating in the Program during the Program Term, Districts shall provide a nurse or health technician on a rotating basis. The Shady Creek Director shall be responsible for coordinating the rotation of the school nurse. The Superintendent will pay the District a \$1,500.00 stipend for providing a School Nurse or LVN, and \$1,000 for a

It is understood that small districts may wish to combine pupils or classes and jointly provide the required instructional and administrative personnel. The Program Coordinator for the District shall work with the Shady Creek Director to confirm that adequate adult supervision is available in the event the District wishes to combine classes or supervision with another participating district.

5. Cabin Chaperones. In addition to the adult supervision required in Section 4, District shall provide cabin chaperones at a ratio of 1 to 7 for the girls and a ratio of 1 to 9 for the boys and no less than one chaperone per cabin and shall establish a selection procedure which ensures competent and responsible chaperones. The cabin chaperones are not required to be over the age of 18. However, in the event that the cabin chaperones are minors, District shall require a parent or guardian of the cabin chaperones to sign the release on the student health form. Signed release shall be submitted to the Shady Creek Director or designee upon arrival at camp. If you bring additional chaperones there will be a fee of ½ the student price for the additional chaperones. District may use cabin chaperones that are over 18 and no longer students only when cleared as a volunteer by the District including background checks and other applicable volunteer requirements.

6. Transportation. District shall be responsible for providing transportation of all employees, students, chaperones and staff to and from Shady Creek.

7. Safety. District shall be solely and completely responsible for the health and safety of all persons and property during times when District, its employees, volunteers and students access the Shady Creek facility. District, its employees, volunteers and students shall fully comply with all county, state, federal and other laws, rules, regulations, and orders, including but not limited to those relating to health and safety, and any rules posted at Shady Creek. Failure of the District, any Student or any other Program participant to comply with this section may result in the District, Student or Program participant being removed from the Program or the District not being allowed to participate in the Program in the future. Superintendent shall not be obligated to refund any Participation Fee to the District in the event any Student or other Program participant is removed from the Program as a result of violating this Section.

8. Health Forms and Waiver of Liability: District shall be responsible for collecting a health form including the Waiver of Liability for each student, chaperone, and teacher attending camp and submitting to the Shady Creek Director or designee upon arrival.

9. Indemnity. District agrees to indemnify, defend and hold harmless the Superintendent, its officers, agents and employees, from and against any and all claims and losses whatsoever accruing or resulting in connection with performance of this Agreement, and from all claims and losses accruing or resulting to a person, firm, or corporation for damages, injury or death arising out of or connected with this Agreement and participation in the Program and access to Shady Creek. Without limiting the District's indemnification, the District shall maintain in force at all times while participating in the Program a policy or policies of insurance covering such participation including but not limited to the following coverages, and in the minimum limits of liability as stated herein: Comprehensive general liability, including personal injury in combined single limit of \$1,000,000.00 (one million dollars).

All such policies shall provide an endorsement naming the Superintendent, his officers, agents, employees, ***as additional insured***. The above described coverage shall be maintained throughout District's participation in the Program. **District shall file with the Superintendent a certificate of insurance evidencing that the insurance coverage as required herein has been obtained and is currently in effect.**

10. Waiver and Release of Liability. No county board member, officer, employee, representative, or agent of Superintendent, shall be personally liable in any manner or to any extent under or in connection with this Agreement. District, its employees and participants hereby waive any and all claims of such personal liability.

11. Governing Law and Venue. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sutter. The language in all parts of this Agreement shall be in all cases construed as a whole according to their fair meaning and not strictly for or against either the District or Superintendent. Any headings in this Agreement are included only as a matter of convenience and for reference and in no way define the scope or extent of this Agreement or the construction of any provision.

12. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstance shall be held, to any extent, invalid or unenforceable, then the remainder of this Agreement shall not be affected.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall, together, constitute one and the same instrument.

14. Entire Agreement; Amendments. This Agreement and the documents referred to in this Agreement constitutes the entire agreement of the Parties hereto with respect to the matters contained herein, and prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing which is signed by the Parties hereto or their respect successors-in-interest and indicates that it is an amendment of this Agreement. Neither party shall assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the other party.

15. Termination. Superintendent may voluntarily terminate this Agreement at any time prior to the District's scheduled arrival date, with thirty (30) days notice to the District. If Superintendent opts to terminate the Agreement, it shall notify the District in writing and refund District's deposit in full.

[Type here]

16. Force Majeure. Any delay or failure of Superintendent to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Superintendent's control, the event prevents Superintendent from reasonably performing under the Agreement, the event occurred without Superintendent's fault or negligence and that by its nature could not have been foreseen by Superintendent or, if it could have been foreseen, was unavoidable (which events may include natural disasters, epidemics, embargoes, explosions, riots, wars, acts of terrorism, strikes, labor stoppages or slowdowns or other industrial disturbances, and shortage of adequate power or transportation facilities).

17. Authority. Superintendent has delegated authority to enter into this Agreement with District to the Shady Creek Resident Director.

Marysville Joint Unified School District

By: \_\_\_\_\_  
(Authorized signature)

Dated: \_\_\_\_\_

Sutter County Superintendent of Schools

By:   
Sutter County Superintendent of Schools

Dated: 11/4/21

NOTE: Please sign and return one copy to Shady Creek Outdoor School, Sutter County Superintendent of Schools by **December 1, 2021**.

The District designates as Program Coordinator:

Name: Ashley Vette

From: Foothill School  
(school or office)

Phone: 530-741-6130

Please provide us with an email address for further correspondence:

Email: avette@mjusd.k12.ca.us

Participating Teachers email addresses:

# SHADY CREEK OUTDOOR SCHOOL AND EVENT CENTER



**Billing and Reservations:**  
970 Klamath Lane, Yuba City, CA 95993  
(530) 822-2949 - (530) 822-3039 Fax

**Camp Address:**  
18601 Pathfinder Way, Nevada City, CA 95959  
(530) 822-2470 - (530) 292-3538 Fax

Shannon Cueva, Director

**BILLING TO:**

Foothill Intermediate

5351 Fruitland Road

Marysville, CA 95901

Attn: Superintendent/Principal

**DATE:** December 14, 2021

**INVOICE:** 22-0080

## Shady Creek Outdoor School Program

### SPRING 2022 - First Installment

**TOTAL CHARGES:** 65 participants @ \$ 300.00 5-Day \$ 19,500.00

**Total:** \$19,500.00

**First Installment 50%**

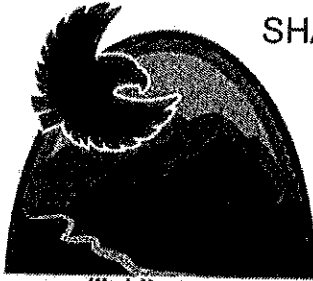
*This will be deducted off of Final Invoice*

**Total Due:**

\$ 9,750.00

**MAKE CHECKS PAYABLE TO: SUTTER COUNTY SCHOOLS OFFICE**

Please return check to: Shady Creek Outdoor School, Attn. Monica Ramos  
970 Klamath Ln., Yuba City, CA 95993



# SHADY CREEK OUTDOOR SCHOOL AND EVENT CENTER

Camp Address:  
18601 Pathfinder Way, Nevada City, CA 95959  
(530) 822-2470 ~ (530) 292-3538 Fax

Billing and Reservations:  
970 Klamath Lane, Yuba City, CA 95993  
(530) 822-2949 ~ (530) 822-3039 Fax



Spring 2022

REVISED 12/14/2021

Week No.	Shannon Cueva, Director School	Pupils	Grade	Admin/Nurse
January 24 - 28	Staff Training			
Wk 1 February 1 - Feb 4 4-Day Week	Core Butte Charter (14) Vina Elementary (18)	32		CORE Butte Charter
Wk 2 Feb 8 - 11 4-Day Week	Corning Unified	200	7	Corning Unified
Wk 3 Feb 15 - 18 4-Day Week	Johnson Junior High (100) Williams Upper (80) Princeton (4)	184	8	Paradise Unified
Wk 4 Feb 22 - 25 4-Day Week	Day Programs With Western Placer Unified Tentative Riverside Meadows	150		Riverside Meadows
Wk 5 Feb 28 - Mar 4	Corning Unified	200	6	Corning Unified
Wk 6 Mar 7 - 11	Johnson Junior High	200	7, 8	Johnson Junior
Wk 7 Mar 14 - 18	Pleasant Grove (41) Marcum (40) Richfield (27) Browns (20) Meridian (20) Redding STEM (23)	171		Pleasant Grove
Wk 8 Mar 21 - 25	Paradise Charter MS (30) St. Isidore (25) St. Thomas (26) Sacred Heart (21) Notre Dame (50) St. Joseph-Redding (13)	165	6	Notre Dame
Wk 9 Mar 28 - Apr 1	Murdock (100) Durham Intermediate (75)	175	5	Murdock
Wk 10 April 4 - 8	Arboga (60) Edgewater (50) Johnson Park (60)	170	6	MJUSD
Wk 11 April 11 - 14	Spring Break			
Wk 12 April 19 - 22 4-Day Week	CORE Marysville (40) Rio Del Oro (75) Cobblestone (75)	190	6	Plumas Lake District
Wk 13 April 25 - 29	Cedar Lane (75) Foothill (65) Middletown Unified (49)	189	5, 6	MJUSD
Wk 14 May 2 - 6	Paradise Unified School District (95) Achieve Charter (30) Sierra Elementary-Rocklin (83)	188	8	Paradise Unified
Wk 15 May 9 - 13	Franklin (113) Nuestro (37)	150	6, 7, 8	Franklin
Wk 16 May 16 - 20	Twin Rivers Charter School (100) Colfax Elementary (44) 8th Blue Oak Charter (28)	172	6, 7	TRCS
Wk 17 May 23 - 27	Linda (75) McKenney (100)	175	6	Linda

Total 2711

## NAVIGATE360 - ORDER FORM

**Customer:** Marysville Joint Unif Sch Dist  
1919 B St  
Marysville, CA 95901-3731  
Jolie Critchfield  
jcritchfield@mjustd.com

**Proposal No:** Q-21170  
**Proposal By:** Collin Sullivan  
**Email:** cosullivan@navigate360.com  
**Opp Number:** 140204  
**Proposal Expires:** 1/27/2022

**Initial Payment:** \$17,900.00

**Recurring Payment:** \$17,900.00 Annually - Net 30

**Term:** The 12 month term for subscription services begins on **1/26/2022** and ends on **1/25/2023**.

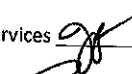

### SUBSCRIPTION SERVICES

Item	Description	Quantity	Price
1000-1000-1000-1004	Access to all courses included within the School Safety and Wellness Suite.	9,800	\$17,150.00
1200-1	Elearning Support & Maintenance	9,800	\$750.00

Annual Subscription Price: \$17,900.00

**Accurate Sales Tax will be added when applicable.**

Proposal No: Q-21170

Business Services  Date: 1-7-22  
Purchasing  Date: 1/5/22



## Terms and Conditions

Please see the Master Services Agreement and Addenda thereto for the terms and conditions that govern this Order Form. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features of the Services nor dependent on any oral or written public comments made by Company regarding future functionality or features.

× By signing below, Customer agrees to the Master Service Agreement Terms and following addenda:

Master Service Agreement: <https://tinyurl.com/N360MSA-20210108>

Software Services Addendum A

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

### NAVIGATE360 SIGNATORY

Name: Brian Carter  
Date: Dec 29, 2021  
Signature: *Brian Carter*  
Brian Carter (Dec 29, 2021 10:11:56)

### CUSTOMER BILLING INFORMATION

A/P Contact Name: \_\_\_\_\_  
A/P Phone: \_\_\_\_\_  
A/P Email: \_\_\_\_\_  
A/P Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State (2 Letter Abbreviation): \_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Federal Tax ID: \_\_\_\_\_  
Purchase Order  
☐ Attached PO #: \_\_\_\_\_  
☐ PO in process to be sent separately

### CUSTOMER SIGNATORY

Name: Jennifer Passaglia  
Title: CBO  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

Sales Tax Exempt No. \_\_\_\_\_

**Sales Tax Exemption Certificate must be attached.**

Upload Document:

## MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**"), dated as of \_\_\_\_ (the "**Effective Date**"), is by and between Navigate360, LLC, a Nevada limited liability company, with offices located at 3900 Kinross Lakes Parkway, Second Floor, Richfield, Ohio 44286 (the "**Company**") and Customer, whose detailed information is set forth on the applicable Order Form (the "**Customer**").

WHEREAS, Customer desires to retain Company to provide certain safety and emergency preparedness and/or threat assessment services upon the terms and conditions hereinafter set forth, and Company is willing to perform such services. In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Definitions. The defined terms for this Agreement and its attachments are set forth at [definitions link].
2. Services. Company shall provide the Services to Customer pursuant to the Addenda that are marked with an "X" below, and as described in more detail in any corresponding Order Form(s), in accordance with the terms and conditions of this Agreement:

\_\_\_\_\_ Addendum A: Software Services

\_\_\_\_\_ Addendum B: Training

The Addenda set forth specific terms and conditions applicable to the Services. Only Addenda marked with an "X" shall be provided with this Agreement. Additional Services may be purchased after the Effective Date subject to execution of additional Addendum.

3. Company's Obligations.
  - 3.1 Company shall:
    - (a) appoint Company Personnel, who are suitably skilled, experienced, and qualified to perform the Services;
    - (b) before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services;
    - (c) comply with, and ensure that all Company Personnel comply with, all rules, regulations, and policies of Customer that are communicated to Company in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures;
    - (d) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Company in providing the Services; and
    - (e) require each Company Subcontractor to be bound in writing by the confidentiality and intellectual property assignment or license provisions of this Agreement.
  - 3.2 Company is responsible for all Company Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.

4. Customer's Obligations.
  - 4.1 Customer shall:
    - (a) cooperate with Company in all matters relating to the Services and appoint a Customer employee to serve as the primary contact, as well as two Customer employees to serve as backup contacts, with respect to this Agreement and who will have the authority to act for Customer pertaining to matters under this Agreement (the "**Customer Contract Manager**");
    - (b) make available to Company certain use of Customer's facilities, telecommunications support, records, data, computer resources, software programs, networks, personnel, business information, accurate maps, and other relevant information as reasonably required by Company in the performance of any Services hereunder or as specified on any applicable Order Form. If Customer has purchased any site mapping or risk assessment services, Customer must provide all floor plans and/or maps to Company within 30 days of the applicable Order Form; any delay in providing the floor plans and/or maps beyond the aforementioned 30-day period will result in an additional charge of 10% of the amount due for the site mapping or risk assessment services for each month, or portion thereof, of such delay. Customer shall ensure that competent personnel are available during normal working hours to provide information and other support to Company while providing Services.
    - (c) respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform the Services under this Agreement;
    - (d) provide such Customer information as Company may request, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and
    - (e) obtain and maintain all necessary licenses and consents and comply with all applicable Laws, including any US export control regulations, in relation to the Services, in all cases before the date on which the Services are to start.
  - 4.2 If Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer, any Authorized Service Recipient, or their agents, subcontractors, consultants, or employees, including, without limitation, the provision of inaccurate, incomplete or outdated maps, documents or information, Company shall not be deemed in breach of its obligations

under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Term and Termination.

5.1 Term and Renewal. The initial term of this Agreement shall be 1 year from the Effective Date (the "Initial Term"). Thereafter, the term of this Agreement shall automatically renew for successive one-year terms unless either party provides written notice of nonrenewal to the other party at least 90 days prior to the end of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term"). If either party provides timely notice of nonrenewal, then this Agreement shall terminate on the expiration of the then-current Term, unless sooner terminated as provided in this Section 5.

5.2 Termination of this Agreement for Cause. Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party:

(a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; or

(b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 15 business days or is not dismissed or vacated within 30 days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

5.3 Upon expiration or termination of this Agreement for any reason each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information, (ii) permanently delete all of the other party's Confidential Information from its computer systems, and (iii) certify in writing to the other party that it has complied with the requirements of this clause. Upon any termination for cause by Company, Customer shall pay any unpaid fees covering the remainder of the Term under all Order Forms after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Company for the period prior to the effective date of termination.

5.4 The rights and obligations of the parties set forth in Sections 5, 6, 7, 8, 9, 10, 11, 12, and 15 of this Agreement, and any right or obligation which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement. With respect to Confidential Information that constitutes a trade secret under applicable law the rights and obligations set forth in Section 8 will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Company or its Affiliates and its or their employees, officers, directors, shareholders, agents, independent contractors, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

6. Fees and Expenses; Payment Terms.

6.1 In consideration of the provision of the Services by the Company and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the applicable Order Form.

6.2 Except otherwise provided under this Agreement, the total fees for the Services shall be the amount set out in the applicable Order Form. The total price shall be paid to Company either in full or in installments, as set out in the Order Form. If paid in installments, at the start of a period specified in the applicable Order Form in respect of which an installment is due, Company shall issue invoices to Customer for the fees that are then payable. For any Services involving training and professional services, Customer shall pay the total fees for such Services within 30 days of executing this Agreement.

6.3 After the initial 12 months of the Term, Customer agrees and understands that subscription Services under this Agreement shall be subject to a 3% annual increase.

6.4 Company shall issue invoices to Customer only in accordance with the terms of this Section, and Customer shall pay all properly invoiced amounts due to Company within 30 days after Customer's receipt of such invoice. All payments hereunder shall be in US dollars and made by check or wire transfer.

6.5 If Customer fails to make any payment when due, without limiting Company's other rights and remedies: (i) Company may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Company for all costs incurred by Company in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 90 days or more, Company may suspend Customer's and its Authorized Service Recipients' access to any portion or all of the Services until such amounts are paid in full, without incurring any obligation or liability to Customer or any other Person by reason of such suspension.

6.6 Customer shall be responsible for all sales, use, and excise taxes, value added, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

7. Intellectual Property Rights; Ownership.

7.1 Except as set forth in Section 7.2, Customer is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables, including all Intellectual Property Rights therein. Company agrees, and will cause its Company Personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Customer.

7.2 Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Company hereby grants Customer and its Authorized Service Recipients a limited, non-transferable (except in accordance with Section 15.6), non-sublicenseable license to use, perform, display, execute, reproduce, distribute, and transmit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Customer's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company.

7.3 Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Company shall have no right or license to use any Customer Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to Customer.

8. Confidential Information.

8.1 Receiving Party agrees:

(a) not to disclose or otherwise make available Confidential Information of Disclosing Party to any third party without the prior written consent of Disclosing Party; *provided, however*, that Receiving Party may disclose the Confidential Information of Disclosing Party to its officers, employees, consultants, and legal advisors, and, in the case of Company, its Affiliates, who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 8;

(b) to safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the same degree of care it uses to protect its own Confidential Information and no less than a reasonable degree of care;

(c) to use the Confidential Information of Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables, as permitted under this Agreement; and

(d) to promptly notify Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

8.2 If Receiving Party becomes legally compelled to disclose any Confidential Information, Receiving Party shall provide:

(a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, Receiving Party remains required by Law to disclose any Confidential Information, Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of Receiving Party's legal counsel, Receiving Party is legally required to disclose.

9. Representations and Warranties.

9.1 Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party;

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms; and

(e) it is in compliance with all applicable Laws regarding the provision and receipt of services.

9.2 Company represents and warrants to Customer that:

(a) it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner and shall devote adequate resources to meet its obligations under this Agreement; and

(b) (i) to Company's knowledge, none of the Services, Deliverables, and Customer's use thereof infringe or will infringe any registered or issued patent, copyright or trademark of any third party arising under the Law, and, (ii) as of the date hereof, there are no pending or, to Company's knowledge, threatened claims, litigation, or other proceedings pending against Company by any third party based on an alleged violation of such Intellectual Property Rights, in each case, excluding any infringement or claim, litigation, or other proceedings to the extent arising out of (x) any Customer Materials or any instruction, information, designs, specifications, or other materials provided by Customer to Company, (y) use of the Deliverables in combination with any materials or equipment not supplied or specified by Company, if the infringement would have been avoided by the use of the Deliverables not so combined, and (z) any modifications or changes made to the Deliverables by or on behalf of any Person other than Company. Company's sole liability and Customer's sole and exclusive remedy for Company's breach of this Section 9.2(b) are Company's obligations under Section 10.2.

9.3 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 9, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) COMPANY

SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

9.4 THE SERVICES PROVIDE GUIDANCE AND TRAINING ON THEN-CURRENT BEST PRACTICES FOR RESPONDING TO CERTAIN EMERGENCY SITUATIONS AND/OR SAFETY THREATS; REFRESHER COURSES ARE RECOMMENDED AT LEAST EVERY TWO YEARS. COMPANY DOES NOT WARRANT THAT RELIANCE UPON THE SERVICES WILL PREVENT ACCIDENTS AND LOSSES OR, EXCEPT AS EXPRESSLY STATED IN WRITING IN AN APPLICABLE ORDER FORM, THAT THE SERVICES SATISFY LOCAL, STATE, OR FEDERAL INCIDENT RESPONSE REGULATIONS. AN INDIVIDUAL MUST USE THEIR OWN DISCRETION DURING AN EMERGENCY AND/OR SAFETY THREAT AS TO HOW THEY CHOOSE TO RESPOND.

10. Indemnification.

10.1 Company shall defend, indemnify, and hold harmless Customer and its officers, directors, employees, agents, successors, and permitted assigns (each, a "**Customer Indemnitee**") from and against all Losses awarded against a Customer Indemnitee in a final judgment arising out of or resulting from:

(a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or grossly negligent acts or omissions of Company or Company Personnel; and

(b) Company's material breach of any representation, warranty, or obligation of Company set forth in in Section 9.1 or Section 9.2 of this Agreement.

10.2 Company shall defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses awarded against a Customer Indemnitee in a final judgment based on a claim that any of the Services or Deliverables or Customer's receipt or use thereof infringes any Intellectual Property Right of a third party arising under the Laws of the United States; *provided, however*, that Company shall have no obligations under this Section 10.2 with respect to claims to the extent arising out of:

(a) any Customer Materials or any instruction, information, designs, specifications, or other materials provided by Customer to Company;

(b) use of the Deliverables in combination with any materials or equipment not supplied to Customer or specified by Company in writing, if the infringement would have been avoided by the use of the Deliverables not so combined;

(c) use of or the inaccuracy or incomplete or outdated nature of the information in any maps or amendments thereof provided by Customer to Company; or

(d) any modifications or changes made to the Deliverables by or on behalf of any Person other than Company or Company Personnel.

10.3 Customer shall defend, indemnify, and hold harmless Company and Company's Affiliates and their officers, directors, employees, agents, successors, and permitted assigns from and against all Losses arising out of or resulting from any third-party action arising out of or resulting from:

(a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Customer;

(b) the transfer of any personal information from Customer to Company, and the subsequent use and/or processing of that information for the purposes of this Agreement; and

(c) Customer's breach of any representation, warranty, or obligation of Customer in this Agreement.

10.4 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 10.4 shall not relieve the indemnifying party of its obligations under this Section 10.4 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

10.5 Notwithstanding anything to the contrary in this Agreement, the indemnifying party is not obligated to indemnify, hold harmless, or defend the indemnified party against any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the indemnified party's:

(a) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or

(b) bad faith failure to comply with any of its material obligations set forth in this Agreement.

11. LIMITATION OF LIABILITY.

11.1 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR LOSS OF DATA, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY SHALL NOT BE RESPONSIBLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSSES, DAMAGES, CLAIMS,

CAUSES OF ACTION OR LIABILITIES ARISING OUT OF OR IN CONNECTION WITH ANY ERRORS, INACCURACIES, MISSING OR OUTDATED INFORMATION IN THE MAPS OR DOCUMENTS PROVIDED BY CUSTOMER TO COMPANY.

11.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO COMPANY IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11.3 The exclusions and limitations in Section 11.1 and Section 11.2 shall not apply to:

- (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 7 (Intellectual Property Rights; Ownership) or Section 8 (Confidentiality);
- (b) a party's indemnification obligations under Section 10 (Indemnification);
- (c) damages or other liabilities related to a party's gross negligence, willful misconduct, or intentional acts;
- (d) death or bodily injury or damage to real or personal property from a party's negligent acts or omissions; and
- (e) damages or liabilities to the extent covered by a party's insurance.

12. Non-Solicitation. Each party acknowledges and agrees that the employees of the other party who are involved in the performance of the Services are a valuable asset to such party and are difficult to replace. Accordingly, during the Term of the Agreement and for a period of one year after the completion of Services, neither party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under the Agreement who is then in the employ of the other party.

13. Acknowledgements. Customer acknowledges that the Services and Platform are commercially valuable proprietary products, methods, processes, and analytical information belonging to Company or its licensors, the design and development of which have involved the expenditure of substantial amounts of money over a long period of time, and which afford Company and its licensors a commercial advantage over its/their competitors. Customer understands that loss of this competitive advantage due to any unauthorized copying, distribution, downloading or use of the Services or the Deliverables would cause substantial damage to Company and its licensors. Company shall not be restricted in the manner it uses any ideas, concepts, processes, procedures, methodologies, templates, techniques, or know-how acquired or used by Company in the performance of the Services. Customer further acknowledges that Company is under no obligation to further develop, maintain, or market the Platform, and may abandon its technical or other support at any time. Future versions of the Platform, if any, may not be compatible with the current release of the Platform and the hardware and software. Customer is responsible for: (i) providing power, other hardware, equipment and components, not part of those supplied by Company as part of the Platform; (ii) internet access necessary to access and/or use the Platform; and (iii) complying with any policies and procedures as submitted by Company from time to time.

14. Force Majeure.

14.1 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; or (h) other similar events beyond the reasonable control of the party affected by the Force Majeure Event. The affected party shall give notice within five business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.

14.2 The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause. If the affected party's failure or delay remains uncured for a period of 30 days following written notice given by it under this Section 15, the other party may thereafter terminate this Agreement upon 30 days' written notice.

15. Miscellaneous.

15.1 Each party shall, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

15.2 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.3 Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other party.

15.4 All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date

mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15.4.

If to Company:  
Navigate360, LLC  
3900 Kinross Lakes Parkway, Second Floor  
Richfield, Ohio 44286  
Email: legal@navigate360.com  
Attention: General Counsel

If to Customer:  
As set out on the Order Form

15.5 This Agreement, together with all Addenda, Exhibits, and Order Form(s) and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Addenda, Exhibit, or Order Form, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Addenda; (b) second, any Exhibits and Addenda to this Agreement; and (c) third, the applicable Order Form. No terms or conditions in Customer's purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

15.6 Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of law, change of control, or merger, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided, that*, either party may assign the Agreement in its entirety (including all Order Forms) to an Affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation, or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder.

15.7 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

15.8 This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver; nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise or the exercise of any other right, remedy, power, or privilege.

15.9 If any term or provision of this Agreement is invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.10 This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio.

15.11 Each party irrevocably and unconditionally agrees that it will not commence any action or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than a court situated in the State of Ohio. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees only to bring any such action or proceeding in such courts. Each party agrees that a final judgment in any such action or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

15.12 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

1-7-22

12/21/21

# AVID Center



## Products and Services Quote/Order

Client: Marysville Joint Unif Sch Dist

AVID Center Representative : Ferrari Garcia

Address: 1919 B St

Phone : (858) 654-5077

Marysville, CA, 95901

Email : fgarcia@avid.org

Effective Date: July 1, 2022

Expiration Date: June 30, 2025

2022-23 Marysville JUSD

Quote/Order #: Q-82566

District Products				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID District Leadership Year 1	\$9000.00	\$9000.00	\$0.00
5	AVID Summer Institute	\$950.00	\$375.00	\$4375.00
SUBTOTAL			\$ 4,375.00	

Foothill Intermediate School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4199.00	\$0.00	\$4199.00
1	AVID Secondary Library Package	\$4590.00	\$0.00	\$4590.00
1	Shipping & Handling	\$150.00	\$0.00	\$150.00
1	Secondary Digital Library Set - 8 Licenses	\$999.00	\$0.00	\$0.00
1	AVID Weekly Secondary	\$625.00	\$0.00	\$0.00
8	AVID Summer Institute	\$950.00	\$600.00	\$7000.00
SUBTOTAL			\$ 15,939.00	

Lindhurst High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE

Multi-year Full Contract-Imp-SB-Excel

2022 - 2025 Marysville Joint Unif Sch Dist Drafted : 2021-12-24



1	AVID Membership Fees Secondary	\$4199.00	\$0.00	\$4199.00
1	AVID Secondary Library Package	\$4590.00	\$0.00	\$4590.00
1	Shipping & Handling	\$150.00	\$0.00	\$150.00
1	Secondary Digital Library Set - 8 Licenses	\$999.00	\$0.00	\$0.00
1	AVID Weekly Secondary	\$625.00	\$0.00	\$0.00
8	AVID Summer Institute	\$950.00	\$600.00	\$7000.00
SUBTOTAL				\$ 15,939.00

Marysville High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4199.00	\$0.00	\$4199.00
1	AVID Secondary Library Package	\$4590.00	\$0.00	\$4590.00
1	Shipping & Handling	\$150.00	\$0.00	\$150.00
1	Secondary Digital Library Set - 8 Licenses	\$999.00	\$0.00	\$0.00
1	AVID Weekly Secondary	\$625.00	\$0.00	\$0.00
8	AVID Summer Institute	\$950.00	\$600.00	\$7000.00
SUBTOTAL				\$ 15,939.00

McKenney Intermediate School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4199.00	\$0.00	\$4199.00
1	AVID Secondary Library Package	\$4590.00	\$0.00	\$4590.00
1	Shipping & Handling	\$150.00	\$0.00	\$150.00
1	Secondary Digital Library Set - 8 Licenses	\$999.00	\$0.00	\$0.00
1	AVID Weekly Secondary	\$625.00	\$0.00	\$0.00
8	AVID Summer Institute	\$950.00	\$600.00	\$7000.00
SUBTOTAL				\$ 15,939.00

Yuba Gardens Interm School				
				EXTENDED

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	PRICE
1	AVID Membership Fees Secondary	\$4199.00	\$0.00	\$4199.00
1	AVID Secondary Library Package	\$4590.00	\$0.00	\$4590.00
1	Shipping & Handling	\$150.00	\$0.00	\$150.00
1	Secondary Digital Library Set - 8 Licenses	\$999.00	\$0.00	\$0.00
1	AVID Weekly Secondary	\$625.00	\$0.00	\$0.00
8	AVID Summer Institute	\$950.00	\$600.00	\$7000.00
			<b>SUBTOTAL</b>	<b>\$ 15,939.00</b>

2023-24 Marysville JUSD  
Quote/Order #: Q-82567

District Products				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID District Leadership Year 2	\$6000.00	\$0.00	\$6000.00
20	AVID Summer Institute	\$950.00	\$1500.00	\$17500.00
			<b>SUBTOTAL</b>	<b>\$ 23,500.00</b>

Foothill Intermediate School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	Secondary Digital Library Set - 8 Licenses - Year 2	\$0.00	\$0.00	\$0.00
1	AVID Membership Fees Secondary	\$4199.00	\$0.00	\$4199.00
1	AVID Weekly Secondary	\$625.00	\$15.00	\$610.00
			<b>SUBTOTAL</b>	<b>\$ 4,809.00</b>

Lindhurst High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	Secondary Digital Library Set - 8 Licenses - Year 2	\$0.00	\$0.00	\$0.00
1	AVID Membership Fees Secondary	\$4199.00	\$0.00	\$4199.00
1	AVID Weekly Secondary	\$625.00	\$15.00	\$610.00

<b>SUBTOTAL</b>	<b>\$ 4,809.00</b>
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**Marysville High School**

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4199.00	\$0.00	\$4199.00
1	Secondary Digital Library Set - 8 Licenses - Year 2	\$0.00	\$0.00	\$0.00
1	AVID Weekly Secondary	\$625.00	\$15.00	\$610.00
<b>SUBTOTAL</b>			<b>\$ 4,809.00</b>	

**McKenney Intermediate School**

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4199.00	\$0.00	\$4199.00
1	AVID Weekly Secondary	\$625.00	\$15.00	\$610.00
1	Secondary Digital Library Set - 8 Licenses - Year 2	\$0.00	\$0.00	\$0.00
<b>SUBTOTAL</b>			<b>\$ 4,809.00</b>	

**Yuba Gardens Interm School**

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4199.00	\$0.00	\$4199.00
1	AVID Weekly Secondary	\$625.00	\$15.00	\$610.00
1	Secondary Digital Library Set - 8 Licenses - Year 2	\$0.00	\$0.00	\$0.00
<b>SUBTOTAL</b>			<b>\$ 4,809.00</b>	

2024-25 Marysville JUSD  
Quote/Order #: Q-82568

**District Products**

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
20	AVID Summer Institute	\$950.00	\$1500.00	\$17500.00
<b>SUBTOTAL</b>			<b>\$ 17,500.00</b>	

Foothill Intermediate School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4199.00	\$0.00	\$4199.00
1	AVID Weekly Secondary	\$625.00	\$15.00	\$610.00
SUBTOTAL			\$ 4,809.00	

Lindhurst High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4199.00	\$0.00	\$4199.00
1	AVID Weekly Secondary	\$625.00	\$15.00	\$610.00
SUBTOTAL			\$ 4,809.00	

Marysville High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4199.00	\$0.00	\$4199.00
1	AVID Weekly Secondary	\$625.00	\$15.00	\$610.00
SUBTOTAL			\$ 4,809.00	

McKenney Intermediate School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4199.00	\$0.00	\$4199.00
1	AVID Weekly Secondary	\$625.00	\$15.00	\$610.00
SUBTOTAL			\$ 4,809.00	

Yuba Gardens Interm School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4199.00	\$0.00	\$4199.00
1	AVID Weekly Secondary	\$625.00	\$15.00	\$610.00
SUBTOTAL			\$ 4,809.00	

**Quote Summary :**

Quote #	Quote Start Date	Quote End Date	Subtotal
Q-82566	July 1, 2022	June 30, 2023	\$ 84,070.00
Q-82567	July 1, 2023	June 30, 2024	\$ 47,545.00
Q-82568	July 1, 2024	June 30, 2025	\$ 41,545.00
<b>Grand Total</b>			<b>\$ 173,160.00</b>
<b>*plus all applicable taxes</b>			

**Additional Comments :**

Prices for this multi-year Agreement 2022-2025 are contingent upon Client paying for all quotes/years in 2022-2023. If Client does not pay the Grand Total indicated above in 2022-23, then Client agrees that AVID Center has the right to adjust pricing of applicable quotes to the then current list prices for each respective year and invoice accordingly.

This AVID Center Products and Services Quote/Order ("Quote/Order"), together with the General Terms and Conditions ("Ts&Cs") attached hereto as Exhibit "A," (collectively, this "Agreement" or "AVID Agreement") constitutes a binding agreement between AVID Center, a California non-profit corporation ("AVID Center"), and the "Client" identified above with respect to the AVID Products and Services specified in this Quote/Order. The Ts&Cs attached to this Quote/Order will apply, regardless of whether they are attached, to all Subsequent Quote/Orders placed by Client. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party agrees to be bound by this Agreement and has caused this Agreement to be signed by its duly authorized representative. The terms of this Quote/Order or a Subsequent Quote/Order will control in the event of a conflict with the Ts&Cs.

AVID Center, a California Non-Profit  
Corporation 501(c)(3)

Marysville Joint Unif Sch Dist

By:

DocuSigned by:  
David S. Greulich  
ECA8339C00004ID...

Print  
Name:

David S. Greulich

Title:

Controller

Date:

12/17/2021 | 1:17 PM PST

Email:

contracts@avid.org

AVID Center  
9797 Aero Drive, Suite 100  
San Diego, CA 92123  
Employer ID # 33-0522594

By:

Print  
Name:

Jennifer Passaslie

Title:

CBO

Date:

1/25/22

Email:

Jpassaslie@mjusd.com

**Exhibit "A"****AVID Center General Terms and Conditions (Ts&Cs)**

These Ts&Cs apply to the Quote/Order and any Subsequent Quote/Order(s), regardless of whether they are attached to such Quote/Order or Subsequent Quote/Order(s) and shall prevail over any other terms and conditions contained in any purchase order or other document submitted by Client. AVID Center hereby rejects any other such terms and conditions.

**Article I. Definitions; Descriptions and Requirements.**

Capitalized terms in these Ts&Cs not defined in the Quote/Order or a Subsequent Quote/Order or elsewhere in these Ts&Cs shall have the meanings set forth at <https://www.avid.org/Page/3290> and are incorporated into this Agreement by reference. Such descriptions and requirements related to AVID Products and Services may change from time to time at AVID Center's sole discretion without prior notice to Client.

**Article II. Term.** This Agreement will be in effect from the "Effective Date" until the "Expiration Date" specified in the Quote/Order or Subsequent Quote/Order, unless earlier terminated as provided herein or renewed pursuant to a Subsequent Quote/Order ("Term").

**Article III. Licenses.**

3.1. **AVID Products and Services.** Subject to all of the terms and conditions of this Agreement, AVID Center grants to Client a limited, non-exclusive, non-transferable license, without the right to sublicense, to permit Client Sites to:

(a) access the AVID Products and Services specified in the Quote/Order or Subsequent Quote/Order and corresponding to such Client Sites via a password-protected website that is accessible only to staff and/or students of such Client Site;

(b) use the AVID Products and Services solely for classroom and school use; and

(c) reproduce, distribute, and display copies of, the AVID Materials in connection with such use of the AVID Products and Services at the Client site.

AVID Center reserves all rights that are not expressly granted to Client in this Section 3.1.

3.2. **Restrictions.** Except as permitted in this Agreement, Client shall not, nor permit any third party to, do any of the following with respect to the AVID Products and Services and AVID Materials:

(a) Provide, sell, sublicense, transfer, lease, distribute, broadcast, or transmit to any third party;

(b) Reproduce;

(c) Modify or create derivative works;

(d) Use or integrate with any other product or service or develop any other product or service;

(e) Use with any timesharing service, service bureau, network or the like for revenue-generating purposes; or

(f) Obscure, remove, alter or fail to reproduce any copyright notice and other proprietary legends.

**3.3 AVID Trademarks.**

(a) Client shall not, and shall ensure that Client Sites do not:

(i) modify any AVID Trademarks or use any other words, names, designs or logos with any of the AVID Trademarks; or

(ii) use any AVID Trademarks with any products or services other than the AVID Products and Services.

(b) Client shall include, and ensure each Client Site, includes:

(i) the appropriate trademark symbol, in the form of either [AVID Trademark]® or [AVID Trademark]™;

(ii) the following notice on all literature and materials containing any AVID Trademarks, as appropriate: "[AVID Trademark] is a [registered] trademark of AVID Center."

(c) AVID Center shall have the irrevocable right to approve all use by Client or a Client Site of any AVID Trademarks to promote the AVID Products and Services.

3.4. **Ownership.** As between the parties, AVID Center retains all right, title and interest, except as licensed to Client hereunder, in and to the AVID Products and Services, AVID Methodologies, AVID Trademarks, and AVID Materials, and all intellectual and proprietary rights therein.

**Article IV. Data Collection.** During the Term, Client shall provide to AVID Center via a designated secure web portal Site Data and Student Data (collectively, "Data") specified by AVID Center, provided, however, Client may withhold, revise, and/or edit confidential data, such as student names and any other information the disclosure of which would violate state or federal law. Client shall collect Data in accordance with applicable privacy laws, including without limitation the federal Family Educational Rights and Privacy Act (FERPA). AVID Center shall maintain in confidence all personally identifiable information or information that is included in Data received from Client and agrees not to use any Data in a manner that would violate applicable law.

**Article V. Proprietary Information.**

5.1. **Confidentiality.** Client shall (a) maintain all Proprietary Information in strict confidence; (b) not use Proprietary Information, except to the extent necessary to exercise its rights and perform its obligations under this Agreement; and (c) not disclose Proprietary Information to any third party other than to its employees and contractors who have a need to know such information. Client shall ensure all Client Sites to comply with the obligations in this Section 5.1 and shall be responsible for any Client Site's breach of such obligations.

5.2. **Exceptions.** The restrictions set forth in Section 5.1 shall not apply with respect to any information which: (a) is already known by Client at time of disclosure; (b) becomes, through no act or fault of Client or any Client Site, publicly available; (c) is rightfully received by Client from a third party on a non-confidential basis; or (d) is independently developed by Client without reference to any Proprietary Information. Client may disclose Proprietary Information pursuant to a lawful requirement of a governmental agency to the

minimum extent required, provided that Client first notifies AVID Center of such requirement and Client cooperates with AVID Center in seeking a protective order or contesting such required disclosure.

#### **Article VI. Compensation.**

6.1. Invoicing and Payment. No payment is due at the time of execution of this Quote/Order. Payment of the Quote/Order, or the applicable Subsequent Quote/Order, shall be due without offset within thirty (30) days following Client's receipt of AVID Center's invoice.

6.2. Taxes. Client shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable with respect to the AVID Products and Services provided by AVID Center or arising out of or in connection with this Agreement.

#### **Article VII. Representations and Warranties; Warranty Disclaimer.**

7.1. Representations and Warranties. Each party represents and warrants: (a) it has full power and authority to execute and deliver this Agreement and perform its obligations hereunder; (b) no consent or other action of any third party or governmental body or agency is required for it to enter into this Agreement; and (c) entering into this Agreement will not violate or conflict with any applicable law, regulation, or published interpretive guidance or ruling or constitute a default under any contract to which it is a party.

#### **7.2. Warranty Disclaimer.**

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1., NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) AVID CENTER DOES NOT WARRANT THAT THE AVID PRODUCTS AND SERVICES WILL MEET CLIENT'S OR ANY CLIENT SITE'S REQUIREMENTS AND AVID CENTER DOES NOT MAKE ANY WARRANTY WITH RESPECT TO CLIENT'S OR ANY CLIENT SITE'S USE OR INABILITY TO USE ANY OF THE AVID PRODUCTS AND SERVICES OR THE RESULTS GENERATED FROM THE USE OF ANY OF THE AVID PRODUCTS AND SERVICES.

**Article VIII. Limitation of Liability.** EXCEPT FOR LIABILITY ARISING FROM A BREACH OF ARTICLE III OR ARTICLE V, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR (a) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES; (b) THE COST OF PROCURING SUBSTITUTE GOODS; OR (c) ANY AMOUNT IN EXCESS OF THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT HEREUNDER.

#### **Article IX. Termination.**

9.1. By AVID Center. AVID Center may terminate this Agreement in its entirety, or with respect to one or more Client Sites, upon written notice to Client in the event of Client's material breach of this Agreement, which is not fully cured within thirty (30) days following AVID Center's notice of the breach.

9.2. By Client. Client may terminate this Agreement for any reason, or no reason, upon thirty (30) days' prior written notice to AVID Center.

9.3. Effect of Termination. Upon termination or expiration of this Agreement, or termination of one or more Client Sites, (a) the

licenses granted to Client hereunder, or the rights granted hereunder with respect to the terminated Client Sites, shall automatically terminate and all such rights shall revert to AVID Center; (b) Client shall immediately discontinue use of the AVID Products and Services, the AVID Materials, and AVID Trademarks in all affected Client Sites following termination or expiration of this Agreement, or, in the case of termination of one or more Client Sites, in the terminated Client Sites; (c) Client shall pay to AVID Center all unpaid amounts (if any) that are due and payable hereunder and shall remain liable for its obligations or other actions that accrued or occurred prior to the date of termination or expiration; and (d) Client shall promptly return to AVID Center all AVID Materials and Proprietary Information (including copies) in its possession or control.

9.4. Survival. All accrued rights to payment and Articles V, VIII, and IX and Sections 3.4, 7.2, 9.3 and 9.4 shall survive expiration or any termination of this Agreement.

#### **Article X. General Provisions**

10.1. Independent Contractors. The parties are independent contractors.

10.2. Cumulative Remedies. All rights and remedies are cumulative.

10.3. Governing Law/Venue. This Agreement shall be governed by California law, without regard to its conflict of laws provisions.

10.4. Force Majeure. Neither party shall be liable for nonperformance or any delay caused by an event reasonably beyond its control.

10.5. Cancellation. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy, which may be viewed at <https://www.avid.org/rest-assured-policy>.

10.6. Severability. Any illegal or unenforceable provision of this Agreement shall be limited or eliminated to the minimum extent necessary without voiding the remainder of this Agreement.

10.7. Notices. All notices provided hereunder must be in writing and addressed to the applicable party as set forth in the Quote/Order or Subsequent Quote/Order or such other address as set forth in a notice provided as set forth in this Section 10.7, and shall be effective upon receipt if sent by email, one business day following delivery by commercial courier, or three business days following deposit in the U.S. mail via certified mail, postage prepaid, return receipt requested.

10.8. Waiver. A party's waiver of any breach by the other party shall not apply to any other or subsequent breach.

10.9. No Third-Party Beneficiaries. There are no third-party beneficiaries of the rights, obligations or remedies provided in this Agreement.

10.10. No Assignment. Any assignment of this Agreement by Client without AVID Center's prior written consent shall be null and void.

10.11. Amendment. Any amendment of this Agreement must be in writing and signed by both parties.

10.12. Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof.



10.13. Counterparts. This Agreement may be executed in counterparts and a party's executed signature page may be delivered by electronic mail or other written means.

## CenterTrack® Deployment Agreement

THIS CenterTrack® Deployment Agreement including its appendices (the "Agreement"), dated as of January 26, 2022 (the "Effective Date"), is made and entered into by and between Controltec, Inc. ("Controltec"), having its principal place of business at 101 State Place, Suite Q, Escondido, California 92029, and Marysville Joint Unified School District ("Client"), having its principal place of business at 1919 B Street, Marysville, California 95901. Herein, either of Controltec or Client is referred to as a "Party" and together they are referred to as "Parties."

WHEREAS, Controltec has developed proprietary software known by the trade name of CenterTrack which tracks and maintains historical data regarding the pertinent attributes of, and relationships among, casework and eligibility staff, cases, eligibility periods, clients, parents, children, childcare centers, schedules, approved rates, attendance reports, parent fee invoices, relative to the regulations and processes associated with childcare subsidy programs ("CenterTrack");

WHEREAS, Controltec offers a supplementary service to CenterTrack which will permit families to make Internet-based payments for such child care services to Client through a third party vendor ("ParentPortal");

WHEREAS, Controltec offers a supplementary service to CenterTrack which permits providers/centers to track attendance using tablets and smartphones ("KinderSign/KinderSmart");

WHEREAS, ParentPortal and KinderSign/KinderSmart are each referred to herein as a "Supplementary Service";

WHEREAS, Client may desire to include one or more Supplementary Services to CenterTrack as indicated on the Client Proposal attached as Exhibit A hereto which appendix is incorporated herein by this reference and is governed by and subject to the terms of this Agreement (the "Proposal");

WHEREAS, Client desires, and has the administrative capability, to implement CenterTrack and any selected Supplementary Service;

WHEREAS, Controltec has the expertise and knowledge to deploy and support CenterTrack and any applicable Supplementary Service; and

WHEREAS, the Parties are each authorized and empowered to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Responsibilities of Controltec. Under the terms hereof, and in consideration of the payment of the various fees set forth in the Proposal, Controltec shall provide to Client for the Term (as hereinafter defined) a non-transferable and non-exclusive license to use, and have used, only for Client's own purposes, without any right to sell, rent, sub-license, provide to others (whether for a fee or not), reverse engineer or disassemble, or permit any third party to so do, a proprietary software system of Controltec, incorporating functionality of: (i) CenterTrack; (ii)

ParentPortal (to the extent selected in the Proposal); and (iii) KinderSign/KinderSmart (to the extent selected in the Proposal). CenterTrack, KinderSign/ KinderSmart (to the extent selected in the Proposal) and ParentPortal (to the extent selected in the Proposal) are collectively referred to as the "Software". Controltec shall also provide Maintenance Services (as hereinafter defined). Such Software and Maintenance Services shall be generally in accordance with the Proposal. "Training" and "Program Management" (both to the extent set forth in the Proposal) shall be provided by Controltec. In general, the Software as competently used by the Client will:

- a) Track pertinent child information as it pertains to the attendance at any of Client's childcare centers;
- b) Facilitate (to the degree reasonably possible) the process of entering attendance data into system using bills/attendance sheets from all Client's childcare centers;
- c) Facilitate (to the degree reasonably possible) document tracking, correspondence issuance and report generation by automating these tasks;
- d) To the extent ParentPortal is a component of the Proposal, permit Client's customers to make payments for services provided by Client via an Internet-based platform and communicate the occurrence of such payments so that the applicable customer's records on CenterTrack are appropriately updated; and
- e) To the extent KinderSign/KinderSmart is a component of the Proposal, permit providers/centers to track attendance using tablets and smartphones.

2. Responsibilities of Client. During the Term Client shall cooperate with Controltec, so that Controltec can fulfill its responsibilities, in particular, and without limitation, and at its cost, by:

- a) Agreeing with Controltec within ten (10) calendar days of the execution hereof on a timetable of activities leading to the installation of the Software on Controltec's servers (the "Timetable"), the date of such agreement being the "Project Start Date," and the Timetable shall set forth the target for the date upon which the Software shall have been installed on Controltec's server for the Client (the "Deployment Complete Date") and the target for the subsequent date upon which Training shall have been completed (the "System Complete Date").
- b) Confirming by its execution hereof that the Software functions as explicitly set forth in the Proposal will satisfy its requirements and result in the immediate payment to Controltec of the amount of the System Complete Fee;
- c) Timely providing to Controltec full, complete and accurate responses to inquiries of Controltec that arise during the Term;
- d) Timely providing staff in amounts and with personal competence necessary to operate the Software;
- e) Not allowing any third-party to access the Software, and otherwise ensuring that the Software is not sold, rented, sub-licensed, provided to others (whether for a fee or not), reverse engineered or disassembled;

- f) Providing, at its own cost, Internet access at all its facilities that need to have access to the Software;
  - g) Providing, at its own cost, telephone service in the event Client or Client's customers would like to contact Controltec technical support for assistance, online training sessions, one-on-one or in general training webinars conducted by Controltec; and
  - h) Ensuring that no copies of the Software, or other material in whatever form provided by Controltec, in its possession or accessibility are made, other than as may be reasonably necessary for its own established back-up and security programs.
3. Service Usage. During the Term, and in consideration of the timely payment by the Client of the fees set forth in the Proposal, Controltec shall enable Client's: (a) use of CenterTrack; and (b) to the extent identified in the Proposal, use of KinderSign/KinderSmart and/or ParentPortal, as applicable ("Service Usage").
- a) Controltec shall be responsible for all hardware, system and utility software, and operating and Internet connection costs of the computer system on which the Software is resident.
  - b) Controltec shall provide a license for the Client to install KinderSign on Client-owned devices and a license for KinderSmart for parents to install on their own personal smartphones.
  - c) The Software shall be accessed by standard Internet connections by individuals or entities authorized by the Client logging in to an Internet web site. Controltec reserves the right to set reasonable implementation schedules for any legal requirements that become applicable following the date of this Agreement. Among other constraints, such usage on behalf of the Client shall be:
    - (i) Restricted to the sole and direct business purposes of the Client and its customers and not extend to any other person or entity.
    - (ii) Utilized only for lawful purposes and not in violation of any municipal, state or federal statute, code or regulation.
    - (iii) Subject to immediate discontinuance by Controltec at any time and without notice to Client in the event that Controltec at any time reasonably determines that the service is being utilized by the Client, or by persons or entities authorized by Client, in contravention of the terms and provisions of this Agreement. Such discontinuation shall be treated as a termination by Controltec for Cause on the part of the Client, as set forth in Paragraph 6 hereof.
4. Maintenance Services. During the Term, and in consideration for the timely payment by the Client of the fees set forth in the Proposal, Controltec shall provide ongoing maintenance services (the "Maintenance Services") which shall:
- a) Be generally responsive to telephone and e-mail requests from Client and its customers in providing Client and its customers with assistance in the use of the Software by any reasonably competent individual. Controltec will respond within one business day, or better, during its normal business hours Monday through Friday, from 8:00 a.m. to 5:00 p.m. Pacific Time. The resolution of the issue responded to may require additional time, depending upon its complexity. Controltec will provide at no extra cost to Client up to

sixteen (16) hours per month of time expended by Controltec on combined telephone, email, on-line support, and staff time involved in researching Client's and its customer's issues. Unused time does not carry forward to subsequent months. If Controltec provides more than sixteen (16) hours of assistance in a particular month, Controltec will inform Client in writing before charging any extra costs.

- b) Be reliant upon Client providing documentation, in a format prescribed by Controltec, indicating that a problem is believed by Client to be caused by a defect in the Software. Upon receipt of such completed documentation, Controltec will use commercially reasonable efforts to respond to a defect in the Software within three (3) business days by issuing defect correction information, such as correction documentation, corrected code, or notice of availability of corrected code, or a restriction or a bypass. If an error attributable to a defect in the Software does not allow the Software to perform necessary processing functions ("Critical Error"), Controltec agrees to begin correction of the Critical Error immediately upon Client's notice to Controltec thereof and to provide diligent and continuous support until the Critical Error is corrected. Corrected code provided by Controltec to Client shall be deemed to be a part of the Software.
- c) Provide custom, programming services to add to or modify the functionality of the Software ("Extra Services"), including the preparation of forms for which data is not then resident in the data records of the Software, correct operating problems of the Software caused by the Client (other than in following the specific written instructions of Controltec) and other technical support requested by the Client, including the conversion of data from or to the format of the Software. The cost of such, and any additional effort required by Controltec as a result of the extension of, or delays to, the Timetable by the Client, shall be payable by the Client within thirty (30) calendar days of presentation of an invoice by Controltec which shall rate the actual hours expended and travel time, if any, at the Hourly Rate (as defined in the Proposal), with the addition of any required travel and accommodation costs or expenses related thereto incurred by Controltec, if any. Any software features resulting from Extra Services are the exclusive property of Controltec and shall be deemed to be Software. Emergency situations where the Client desires work to be started within 48 hours from initial contact regarding the incident shall be performed at a fifty percent (50%) premium to the normal Hourly Rate.
- d) Make available to the Client for purchase additional training ("Additional Training") related to the Software beyond the training and support reflected in the agreement in which the Client originally obtained rights to the Software. Additional Training can be purchased at any time at the prevailing rates, plus actual travel expenses.
- e) Make available to the Client for purchase any optional modules ("Additional Software"). Additional Software will be considered any new program features not specifically included in the Proposal. In the event Client purchases any Additional Software, then such shall be considered Software for the purposes hereof.
- f) Maintenance Services shall specifically not include the following types of support:
  - (i) Time expended in a calendar month responding to questions from the Client and its customers in excess of the amount of time allotted for such responses in this Agreement.

- (ii) Design and remote installation of modifications to provide additional or alternate functionality of the Software, specifically including any County-, State- or Federally-required changes or modifications of reports provided by the Software System, as installed at Client.
- (iii) Design and remote installation of other Client-requested modifications to the Software.
- (iv) Effort expended by Controltec that results in any way as an outcome of modifications or updates made to the Software by the Client, without the prior written approval of Controltec, specifically including that resulting from the Client updating the Software through any method other than the user interface of the Software System.

Many of the services or potential needs described above can be quoted on a time and materials basis at the written request of the Client.

5. Term. This Agreement shall commence upon the Effective Date and shall continue for a period of time of twelve (12) months and on each anniversary of the Effective Date shall be automatically renewed for an additional twelve-month period unless either Party shall have given written notice to the other Party sixty (60) calendar days prior to the end of the then current 12-month period (the "Term"). At the end of the Term in ordinary course or any earlier termination for Cause or Convenience (both as herein after defined), the Client shall immediately (i) make no further use of the Software, (ii) cause to be removed from all computers in its use or possession all machine readable copies of the Software, (iii) return to Controltec all materials previously supplied by Controltec and all copies made, or permitted to be made, thereof by Client, whether in machine readable form or not, and Controltec shall have no obligation to provide Maintenance Services nor provide Service Usage.
- 6) Early Termination. This Agreement may be terminated early by Client either for Cause or Convenience (both as defined below) and may only be early terminated by Controltec for Cause (as defined below).
  - a) "Cause" shall mean the failure on the part of a Party to fulfill its obligations hereunder, without limitation including the failure by Client to timely pay any monies due hereunder to Controltec, provided that, other than as set forth in Paragraph 3 hereof, the Party providing Cause shall be given a period of thirty (30) calendar days to cure such breach after a notice from the Party alleging such breach.
  - b) "Convenience" shall mean a decision by Client, conveyed to Controltec by a notice and effective thirty (30) days after Controltec's receipt of such notice, to terminate this Agreement for any reason other than Cause.
  - c) In the event of a termination hereof by Client for Cause, Client shall, in addition to its other obligations hereunder, have no obligation to pay any further monies otherwise due hereunder to Controltec and Controltec shall retain all monies then previously paid to it by Client.

- d) In the event of a termination hereof by Client for Convenience and/or in the event of a termination hereof by Controltec for Cause on the part of the Client, Client shall, in addition to its other obligations hereunder, immediately pay to Controltec any balance amount of the Project Start Fee, the Deployment Complete Fee and the System Complete Fee then not previously paid to Controltec, and any due but unpaid amounts of the System Usage Fee, Service Usage Fee, Maintenance Fee or ParentPortal Service Fee and any unpaid balance of any previously authorized amount of Extra Services and Additional Software.
7. Obligations Surviving Termination. The Parties agree that the provisions hereof, and the responsibilities, obligations and rights set forth herein, in paragraphs hereof numbered 5, 6(c), 6(d), 7, 10 (only with regard to events during the Term), 12, 16, 17 and 18 hereof shall survive any termination of this Agreement.
8. Payment. Client agrees to pay Controltec the Project Start Fee, the Deployment Complete Fee and the System Complete Fee in the amounts and upon the timing set forth in the Proposal. Subsequent to the first twelve (12) months of the Term, Client agrees to pay the amount of the Maintenance Fee, ParentPortal Fee, and the Service Usage Fee or the System Usage Fee, and Controltec may alter the amount of the Service Usage Fee, System Usage Fee, Maintenance Fee, ParentPortal Service Fee and Hourly Rate by providing Client a written notice with a period of effect of not less than sixty (60) calendar days. All invoices are due Net 30 days. Client shall also pay the amount authorized in writing by the Client for any Extra Services or Additional Software.
9. Independent Contractor. During the Term hereof, Controltec shall be an independent contractor and not an employee, servant, or agent of the Client. Controltec shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee relationship, nor a joint venture, between Controltec and Client.
10. Indemnification. Each Party (the "Indemnitor") shall indemnify and hold the other (the "Indemnitee") harmless from any loss, expense, liability, claim, demand, or judgment, including reasonable costs of attorneys (collectively, "Losses"), arising or resulting from third party claims or actions which result from the negligence, misconduct or breach of this Agreement by Indemnitor, provided that the Indemnitor's obligations under this Section 10 will be reduced to the extent that any such Losses result from the negligence, misconduct or breach of this Agreement by Indemnitee. OTHER THAN DAMAGES WHICH RESULT FROM A BREACH OF SECTION 12 OR THE OBLIGATIONS SET FORTH IN THIS SECTION 10, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES, OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR OTHER ECONOMIC LOSS) EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. THE LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE) OF EACH PARTY TO THE OTHER OR TO ANY THIRD-PARTY CONCERNING PERFORMANCE OR NON-PERFORMANCE OR OTHERWISE RELATED TO THIS AGREEMENT SHALL IN THE AGGREGATE BE LIMITED TO THE DIRECT AND ACTUAL DAMAGES.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, IN FACT, ARISING BY OPERATION OF LAW OR OTHERWISE, AND THE PARTIES AGREE SPECIFICALLY THAT THERE ARE NO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR OF MERCHANTABILITY OF THE SOFTWARE. CONTROLTEC'S MAXIMUM LIABILITY TO CLIENT UNDER THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES RECEIVED BY CONTROLTEC FROM CLIENT DURING THE SIX MONTH PERIOD PRIOR TO THE EVENT WHICH CREATES SUCH LIABILITY.

11. Force Majeure. Other than Client's obligations to pay the fees set forth in the Proposal, no Party shall be liable to the other for any loss, delay, claims or damages which may be suffered arising out of any delay or interruption of service caused by events beyond a Party's control including, but not limited to, acts of God, losses or damages resulting from the loss of data, non-deliveries, or service interruptions, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotion, the effects of action of terrorists, or acts of public authorities with actual or apparent authority, or the like.
12. Title to Software; Confidentiality. Notwithstanding and in addition to any other obligations it may have to Controltec, Client hereby specifically agrees that:
  - a) Any changes, additions and enhancements in the form of new or partial programs or documentation as may be provided under this Agreement for the Software System, or otherwise, shall be owned by Controltec.
  - b) All applicable rights to patents, copyrights, trademarks, and trade secrets in the Software System and the improvements, modifications and changes thereto are and shall remain with Controltec. Client shall not sell, transfer, publish, disclose, display or otherwise make available the Software System or improvements, modifications or changes thereto or copies thereof to others. Client agrees to secure and protect each program, software product and copies thereof in a manner consistent with the maintenance of Controltec's rights therein to marketing and to take appropriate action by instruction or agreement with its employees who are permitted access to each program or software product to satisfy its obligations hereunder.
  - c) A violation of any provision of this Agreement by Client shall be the basis for immediate termination of this Software Support Agreement. Termination of this Agreement shall be in addition to and not in lieu of any equitable remedies available to Controltec. In event of such termination, no amounts of any Period Amount shall in any case be refundable to Client.
  - d) The Parties shall observe and require the observance of applicable federal and state requirements relating to confidentiality of Client's client records and information and agree not to allow examination of records or disclose information, except as may be necessary to assure that the purposes of this Agreement will be effectuated.
  - e) Client agrees on its behalf and on behalf of its employees, consultants, representatives and



entities or individuals that use the Software or services on its behalf or with its approval (hereinafter "Recipients") that all information communicated to it or its Recipients with respect to software and business affairs of Controltec, and any other information gained by Recipients by reason of association with Controltec, or access to the Software or service (whether or not that information was directly, indirectly, intentionally or unintentionally communicated) is the confidential information of Controltec.

13. Statutory Compliance. The Parties shall perform their obligation hereunder in accordance with all applicable federal, state and local laws, rules and regulations, including without limitation any applicable provisions of FERPA and the Labor Law of the State of California. All statutory provisions applicable to this Agreement are hereby incorporated by reference. By executing this Agreement, Controltec certifies that it is not suspended or barred from receiving federal funds.
14. Assignment. Neither Party shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any of its right, title, or interest therein, without the prior written consent of the other Party, which consent shall not unreasonably be withheld, provided that Controltec shall be free to assign this Agreement in the event of its experiencing any change of control (including by reason of sale of equity interests, acquisition, merger or sale of some part of its assets).
15. Amendments. No waiver, modification, or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by an authorized representative of each Party. A waiver of any breach hereof shall not prevent forfeiture for any succeeding breach.
16. Attorney Fees and Costs. If any action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, which may be set by arbitration or by a court of competent jurisdiction, in addition to any other relief to which that Party may be entitled.
17. Notices. All notices and other communications hereunder (each a "Notice") shall be in writing, except as herein specifically provided, and shall be deemed to have been given, and any period of effect shall commence five (5) business days after being sent to the other Party at the addresses first set forth above (i) by first class, registered or certified mail, postage prepaid; (ii) by recognized overnight courier; or (iii) by e-mail provided that such e-mail shall be confirmed within one (1) business day by first class, registered or certified mail, return receipt requested, postage prepaid, or recognized overnight courier. A Party may change addresses by serving a Notice hereunder on the other Party.
18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles. The parties each hereby consent to exclusive jurisdiction and venue for all purposes in the state courts located in San Diego, California, or the Federal District Court for the Southern District of California.
19. Section Headings. Section headings are for convenience only and shall not be considered a part of the terms and conditions of this Agreement.

20. Waiver. Any waiver by either Party of the obligations of the other Party shall be deemed to be a specific, limited waiver, and shall not be deemed to be a waiver of the subsequent occurrence of the same, similar, or any other particular set of circumstances.
21. PCI-DSS Compliance. Controltec represents and warrants that it is not subject to the compliance standards of the Payment Card Industry Data Security Standard ("PCI DSS") in connection with the activities contemplated by this Agreement. Controltec does not process, store, obtain or transmit credit card information and instead utilizes third parties for such activities who themselves are responsible for being in compliance with PCI DSS.
22. Agreement After Negotiation. This Agreement has been made after negotiation between the Parties, each of which is of substance and extensive business experience, and each of which has had the opportunity of consulting counsel to the full extent it deems necessary and appropriate prior to the execution of this Agreement.
23. Entire Agreement and Severability. This Agreement constitutes the entire agreement between the Parties, and it represents the complete and entire understanding of the Parties with respect to the subject matter hereof, and it supersedes any other agreement or understanding between the Parties, whether written or oral. In the event that any term or provision of this instrument is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this instrument and the agreements which it evidences shall remain in full force and effect.
24. Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Execution of this Agreement may be accomplished via facsimile or email exchange of signed PDF execution copies.

\*\*\*\*\*

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, and in consideration of the covenants and agreements contained herein, do hereby execute this Agreement effective as of the Effective Date, with each Party warranting their ability to enter into this Agreement for the person or entity herein named as a Party hereto.

CONTROLTEC, INC.

Marysville Joint Unified School District

By: 

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

Name: Lara Oerter

Name: Jennifer Passalunghi

Title: President/CEO

Title: CBO

**Exhibit A – Copy of Proposal**  
**Please See Below**

CenterTrack® Proposal for  
Marysville Joint Unified School District  
CSPP Program  
Proposal Number 1931 REV B  
December 13, 2021

## **PROPOSAL OVERVIEW**

Controltec is pleased to offer this proposal for CenterTrack, our center-based, childcare management software system. Please review the various sections of this proposal for detailed information about program functionality and deployment matters.

CenterTrack is accessed through an internet browser, thus we support all major Desktop internet browsers (Firefox, Chrome, Edge, Safari)

Any features or enhancements that are not specifically listed in this proposal are not included in the cost herein and will require subsequent proposals, if requested.

## **OPTIONAL MODULES**

N/A

## **LICENSE FEES**

CenterTrack deployments are licensed according to the number of active children served. The monthly fees consist of monthly usage and maintenance fees, which are billed annually, in advance.

This proposal assumes your agency will have three hundred twenty-five (325) If your child count exceeds the count by 10%, your contract will be adjusted accordingly.

## **HOSTING DETAILS**

CenterTrack is accessed via a secure Internet connection. Controltec, Inc. will host the website and database on its servers, which are housed in a discrete, co-location Internet hosting facility.

The system will be hosted at a Zayo co-location facility in San Diego, California. The facility has multiple redundant circuits for its Internet service. The facility is PCI and FedRAMP Moderate compliant. Zayo provides a physically secure (access list, check-in/check-out list, and photo ID required), climate-controlled facility (N+1) with conditioned and redundant power (2N), which provides emergency failover to protect all systems. Zayo has backup power by diesel generators in the event of a complete blackout of the local power grid.

## TERMS

Monthly Usage and Maintenance Fees will be invoiced annually in advance.

## OPTIONS

### *Training and Transition Support*

It is difficult to predict how much total training or transition support an agency may require. Additional training or transition support can be purchased at any time at the prevailing rates, plus actual travel expenses.

### *Additional Services and Customizations*

From time to time, our clients request custom features, reports and interfaces, which Controltec refers to as Extra Services. Controltec can respond to such requests. Upon receipt of such a request we will produce a detailed quotation specifying deliverables as well as associated costs. The prevailing hourly rate for extra services or customizations of any kind is \$156.00 per hour.

## EXCLUSIONS

The following items are not included in this proposal and if required, must be obtained by the client:

- Local telephone charges to the agency. Our support team uses online meetings and webinars to train, troubleshoot and sometimes configure and install. The call-in numbers for online support and webinars may be, in some circumstances, long-distance numbers for local agencies. Controltec tries to use 800 numbers when possible, to support such calls, but may not always be able to do so. Under no circumstances can Controltec be responsible for any telephone charges to local agencies by their phone companies. We advise our agencies to check their long-distance plans carefully before participating in online meetings or webinars.
- Internet connections
- Network cabling
- Any hardware
- Software support or license fees charged by any third-party vendors that interface with CenterTrack
- Any third-party software (The only plug in used by CenterTrack is the standard Adobe reader for display of reports and forms).

## VALIDITY

This proposal is valid until January 30, 2022.

that the data will import from or export to. If your agency requests these services, this examination is essential and will result in costs to your agency, regardless of the outcome achieved.

**Once the examination has been completed, our engineers review the results with your project manager to identify which data elements can be imported or exported. If you elect to move forward with the data import or export, Controltec will issue a service order, which will list the additional cost to complete these services. If you elect not to proceed, then your agency should make arrangements to manually enter the required data into CenterTrack and no further Data Exchange Service charges are incurred.**

This proposal does not include any Data Analysis Services.

## **CUSTOMIZATIONS**

Also, from time to time, agencies request that Controltec make customizations to CenterTrack. Customizations include modifications to reports, documents, letters, notices and any other minor tasks that an agency might want included in CenterTrack.

This proposal does not include any system customizations. If any system customizations are requested later then they will need to be detailed in subsequent proposals and will incur additional costs.

## **INVESTMENT SUMMARY**

Our proposals are based on the size of the agency, which is determined by the licensed capacity of children served.

This proposal is based on services for 325 children.

Tablets will be used at 9 locations for the collection of attendance, which includes KinderSmart for all parents.

Products included:	
<ul style="list-style-type: none"><li>• CenterTrack – childcare management</li><li>• KinderSign -tablet-based attendance tracking</li><li>• KinderSmart – smartphone-based attendance tracking</li></ul>	
Monthly service fees:	\$541.25
Annual service fees:	\$6,495.00
First year one time set up fee – Incentive Discount	FREE
<b>Total first year invoice</b>	<b>\$6,495.00</b>

## SERVICES – DEPLOYMENT

### *Project Management*

Project Management includes overseeing the system deployment and coordinating all customer communications. Project management activities will be performed remotely, via telephone or webinar connections. Our project manager will meet with your management staff and IT departments to establish a detailed plan to manage the transition from your existing processes to CenterTrack, creating what will be known as your Timetable. This meeting will include a detailed process review and discussions of any hardware or software requirements that may be necessary. The project manager will create a schedule of all transition events and define the items for the CenterTrack deployment. During this phase of deployment, your agency needs to have key people accessible for discussion with Controltec's project manager and engineers. Some of this work may be done in onsite visits, some in conference calls or via email. In the event that more than eight (8) hours of Project Management time are required, through no fault of Controltec, then additional charges may be incurred, if authorized in advance by the agency.

### *System Installation*

Controltec configures the servers and installs the complete CenterTrack system on its servers. Once the database and application have been installed, they are thoroughly tested to confirm proper operation. The date upon which this action is completed is known as the 'Deployment Complete Date.'

### *System Checkout*

The Controltec project manager tests the CenterTrack system for data integrity. This will normally include an on-line examination of the data by both the Controltec project manager and a representative of your agency.

## STAFF TRAINING

### *Training Overview*

There are approximately sixteen hours (16) hours of training, which will be provided remotely, via telephone or webinar connections. Training typically consists of classroom and hands-on training. For each session, we spend the beginning with overview classroom training that all users participate in. During the second session, the users return to their workstations and the Controltec trainer assists individuals and small groups with software methodology, use and general features. This is repeated for subsequent sessions with different subject matter. The date upon which Training is completed is known as the 'System Complete Date'.

## DATA MIGRATION ANALYSIS

From time to time, agencies request that Controltec electronically import data they have in their current childcare systems into CenterTrack, or export data from CenterTrack to third-party systems. Before an accurate assessment of the costs involved to import data from or to CenterTrack can be provided, Controltec engineers must examine the data structures of the system



Controltec provides a cold standby disaster recovery environment should a major incident affect the primary system.

Our data backup strategy includes backing up twice a day for a period of four months. All data is securely transferred offsite in addition to the ongoing system backup strategy.

Controltec's systems are self-monitoring. Whenever any failure is detected, an engineer is alerted via a telephone call to either deal with the emergency directly or call the responsible person. This monitoring takes place continuously.

Controltec provides 24/7/365 coverage for critical infrastructure issues.

Controltec reserves the right to migrate, upgrade, improve or modify environments and policies to fulfill business needs as long as the same level of security compliance is retained.

## **OWNERSHIP OF DATA**

All data in your agency's database is entered and owned by your agency. The data is managed and protected using a NIST 800-53 Rev. 4 based framework and FERPA framework. Controltec never makes changes to the data unless specifically requested in writing by your agency in the course of normal support operations. At the end of the contract, your agency can request a backup copy of the database, which will contain all agency data as of the end of the contract. Such backup will be delivered through secure SFTP access.

## **SECURITY, UPDATES AND PATCHES**

Controltec maintains all of its hosted systems. Firewall, Intrusion Detection System and Intrusion Protection System (IDS/IPS), and Security Incident and Event Management System (SIEM) are used to protect and monitor all of Controltec's web and database servers and internal networks. Operating systems are monitored continuously and patched at monthly intervals. Access to workstations and servers enforce multifactor authentication.

All of Controltec's hosted systems force HTTPS for web traffic with support for TLS 1.2. Controltec provides the digital certificate if the agency site is published under the Controltec provided domain name. If an agency requires a different domain name, then a unique digital certificate and domain will need to be purchased, which will be billed to the agency. There is an annual renewal fee of \$500, which will be billed to the agency to cover the renewal cost for the digital certificate and domain name.

TO: MJUSD – Pow Wow

AO2022-26  
May 21 - 22, 2022

Thank you for choosing the Yuba-Sutter Fairgrounds for your event. By following a few simple guidelines, we can accommodate all your rental needs. The Fair Staff is available to answer all your questions.

Enclosed you will find the information pertaining to your event. **The following items are dated and must be returned to our office by the date listed.** Everything on the list must be to us on time so that your event goes smoothly.

<u>12/01/21</u>	Rental Agreement must be signed (fronts and backs). A signed copy will be returned to you.
<u>12/01/21</u>	Security Agreement must be signed. A signed copy will be returned to you.
<u>12/01/21</u>	Non Refundable Reservation Fee <u>\$125.00</u>
<u>08/19/22</u>	Cleaning Deposit of <u>\$350.00</u> must be in our office 90 days prior to your event.
<u>09/19/22</u>	Rental fees of <u>\$2370.00</u> are due 60 days prior to your event.
<u>09/19/22</u>	Security Fees of <u>\$1140.00</u> are due 60 days prior to your event. (Security Provided by Fair required.)
<u>09/19/22</u>	Certificate of Insurance is required 60 days prior to your event. The Fair can assist you with this coverage if needed. General Liability Insurance <u>\$230.00</u> .
<u>09/19/22</u>	Total due <u>\$4215.00</u> Insurance included if purchased through CFSA.
<u>N/A</u>	Alcoholic Beverage Permit /Alcohol Liability Insurance.
<u>09/19/22</u>	Building/Event layouts are required for all events and will be submitted to the State Fire Marshall for approval. Maintenance Staff will make sure layouts are followed for all events.

**CANCELLATION 60 DAYS PRIOR TO EVENT MUST BE IN WRITING!  
IN THE EVENT OF A CANCELLATION WITHIN 60 DAYS PRIOR TO A RENTAL, THE  
SECURITY/CLEANING WILL BE FORFEITED BY THE RENTER.**

Please note that the deadline for all items checked is 09/19/22. Fair Staff will not be responsible for late or incomplete items. (Please see pages 5 & 6 of Tenant Rules and Guidelines). A returned item fee of \$35.00 will be assessed for each returned check. Please call if you have any questions. (530) 674-1280 or Fax# (530) 674-2196.



## Interim Rental Event Security & Staffing Contract

This agreement by and between the 13th District Agricultural Association, hereinafter called the Association, and MJUSD - Pow Wow hereinafter called the Renter.  
(Name of Renter)

The purpose of this contract shall be limited to Event Security Services to be provided on

May 21-22, 20 22. This event is a Pow Wow which will  
(Date of Event) (Event type)

take place in North + South Carnival with expected attendance of 500  
(Name of Hall/Area) (Number)

The event will start at Sat 11:00 am and end at 9:00 pm  
(Time) (Time)

Event Staff will START at Sun 10:30 am and END at 9:30 pm  
(Time) (Time)

# of Security Supervisors: 1 # of Security Staff: 1

Renter agrees to pay to Association IN ADVANCE the total cost of \$ 1140.00 for Event Security Staffing Services.

The Security Supervisor reserves the right to call in additional staff if the event warrants it. The Security Supervisor will inform the renter at the time and the renter will be responsible for the cost of the additional staff and billed accordingly.

In the event that event staff is required to stay past contracted hours, the renter will be billed at \$55 per hour per staff member/supervisor.

By signing this agreement you are agreeing to the terms listed above and understand that you will be responsible and billed for any additional hours that may be accrued on the day of your event.

Renter's Signature: Jennifer Date: 1/25/22  
Reasalia, CEO

RENTAL AGREEMENT

☐ FAIRTIME ☒ INTERIM

THIS AGREEMENT by and between the 13<sup>th</sup> District Agricultural Association, hereinafter called the Association, and MJUSD - Pow Wow, hereinafter called the Renter,

WITNESSETH:

1. THAT WHEREAS, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises beginning on May 21, 2022 and ending on May 22, 2022.
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement Non Refundable Reservation Fee \$125 / Deposit \$350 / North & South Carnival Lots & Restrooms \$1950 / Security \$1140 / Garbage & Staff 4hrs \$420
3. The purposes of occupancy shall be limited to: Pow Wow  
S/U May 20, 2022, 8 am - 3:30 pm / Event: Saturday, 11 am - 9 pm & Sunday, 11 am - 6 pm / C/U May 23, 2022, 8 am - 3:30 pm
4. Renter agrees to pay to Association for the rights and privileges hereby granted the amounts and in the manner set forth below;  

**FOUR THOUSAND TWO HUNDRED FIFTEEN Dollars and zero cents (\$4215.00) IN ADVANCE**  
Use of any additional building, equipment, labor, or grounds will be an additional charge to the above rates  
\*\*Clean up by Fairgrounds \$55 per man hour (deducted from deposit)
5. Renter agrees to pay fees required by Association for additional equipment, fixtures, camping, and to guarantee the payment of:
  - (a) Any money which may be payable to Association under this agreement;
  - (b) Any damage to Fair property; and utility charges, if any;
  - (c) Removal of all property and the leaving of the premises in a condition satisfactory to Association.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants, and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he/she will not sell, exchange or barter, or permit his/her employees to sell, exchange or barter, any permits issued to Renter or his/her employees hereunder.
9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The "Rules and Regulations" printed on page 2 of this document are incorporated herein and made a part of this agreement. Renter agrees that he/she has read this agreement and the said "Rules and Regulations" and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the "Rules and Regulations" referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interests of Association.
13. Special Provisions:

The following documents are hereby made a part of this agreement: Standard Terms & Conditions-Exhibit A, Insurance Statement Exhibit B, Sexual Harassment-Exhibit C, Yuba City Zoning Regulations-Exhibit D, Alcoholic Beverage Statement-Attachment #2, Security Statement-Attachment #3. "In the event of any act of nature, state or national emergency, this contract may be cancelled at the option of the Association."

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative and approved (if required) by the Department of Food and Agriculture, Division of Fairs & Expositions, and the Department of General Services.

IN WITNESS WHEREOF, this agreement has been executed, by and on behalf of the parties hereto, the day and year first above Written.

Association: 13<sup>th</sup> District Agricultural Association  
Address: 442 Franklin Ave, Yuba City, CA 95991  
Contact: (530) 674-1280, Email: info@ysfair.com

Renter MJUSD- Pow Wow  
Address: 4850 Olivehurst Ave, Olivehurst, CA 95961  
Phone: (530) 749-6196

By: \_\_\_\_\_  
Authorized Signature of the CEO

By: Jennifer Pessier  
Authorized Signature of the Renter ABO

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct his/her business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within said concession plot for such purpose and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the terms of the "Rental Agreement" shall have the prior approval of Association and local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Upon request, renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Upon request, renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the "Rental Agreement" according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privileges provided in the "Rental Agreement", and that any and all exclusives granted renter shall not include the carnival and the carnival area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public under the "Rental Agreement"; the size of said sign, manner and place of posting to be approved by Association
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but renter must, at his/her own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by renter within or outside his/her space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his/her patrons or to other concessionaires or exhibitors and the decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his/her space in which money is used as a prize or premium, and that he/she will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the space allotted to renter, reasonable wear and tear and damage from causes beyond renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of renters, but Association shall not be responsible for loss or damage to the property of renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by renter must be removed from the buildings and grounds by renter, at his/her own expense, not later than a date specified by Association. It is understood in the event of renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of renter to remove and store the concession and all other material of any nature whatsoever, at the renter's risk and expense, and renter shall reimburse Association for expenses thus incurred.
14. No renter will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Association authorizes renter in writing and unless he/she holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This "Rental Agreement" shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
20. The parties hereto agree that renter, and any agents and employees of renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

# CFSA EVIDENCE OF COVERAGE AND ACKNOWLEDGEMENT FORM

## COVERED SPECIAL EVENT OPERATOR:

As specified on the  
*Special Events Coverage Receipt*

## ISSUED BY:

California Fair Services Authority  
1776 Tribute Road, Suite 100  
Sacramento, CA 95815

## DESCRIPTION OF OPERATIONS: SPECIAL EVENTS COVERAGE; LESSEES, CONCESSIONAIRES, EXHIBITORS AND OTHER SPECIAL EVENT OPERATORS.

Coverages: The California Fair Services Authority pooled Special Events liability program will provide general liability coverages for special event users of facilities at designated fairgrounds. Coverage will be provided pursuant to Section 6516.5 of the California Government Code and applicable Special Events Program Memorandum of Coverage\*. See Special Conditions/Restrictions below for explanation of coverage provided. **THIS COVERAGE IS SECONDARY TO ANY OTHER TYPE OF INSURANCE THE COVERED SPECIAL EVENT OPERATOR MAY HAVE ACCESS TO INCLUDING HOMEOWNERS AND/OR BUSINESS INSURANCE.**

## GENERAL LIABILITY

- ☒ Commercial General Liability
- ☒ Occurrence Form
- ☒ Special Conditions as Noted Below

Automobile risk is not covered hereunder.  
Damage to or loss of fair property is not covered hereunder.

- Limits are \$1,000,000 Per Occurrence, inclusive of defense costs.
- Protection for liability from bodily injury, property damage, personal and advertising injury and products provided under the Memorandum\* Stating the Terms and Conditions of the Special Events Program Administered by CFSA.

## COVERED SPECIAL EVENT OPERATORS - LESSEES, CONCESSIONAIRES, EXHIBITORS, OR OTHER SPECIAL EVENT OPERATORS, AS SPECIFIED ON THE SPECIAL EVENTS COVERAGE FORM ATTACHED.

Additional Covered Entities and Individuals - The State of California, California Fair Services Authority, District Agricultural Associations, County Fair, County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, or California Exposition & State Fair, or Entities (public or non-profit) operating California Designated agricultural fairs, their respective directors, officers, agents, servants and employees; but only as respects the negligence and resulting liability emanating from operations performed at the facilities rented or leased to Covered Special Event Operator, as specified on the Special Events Coverage Receipt form attached.

## SPECIAL CONDITIONS/RESTRICTIONS/OTHER COVERAGES:

- The CFSA Special Events Program is a pooled liability program, operated pursuant to Government Code Section 6516.5 and applicable Memorandum of Coverage\*. Section 6516.5 provides that the aggregate payments made under the Program cannot exceed the amount available in the pool. Therefore, the \$1,000,000 per occurrence limit provided under the Program is the most that could be paid on a particular claim. Payments for liability losses for all program participants may not exceed the amount available in the pool. Thus, when the pool covers a participant's loss, the pool's available monies shrink by that amount. It is possible, therefore, that available funds at any given time might be less than the amount of a valid claim or claims.
- Coverage applies hereunder for only the specific dates and operations as indicated on the Special Events Coverage Receipt form.
- As to lessees, concessionaires, exhibitors or other special event operators only, coverage is excess over any other valid and collectible coverage.
- Products coverage is limited solely to food and beverage concessionaires.
- All matters regarding accidents or claims should be reported to the fair manager and California Fair Services Authority, Attention Claims Department, 1776 Tribute Road, Suite 100, Sacramento, California 95815, (916) 263-6171.

\*A copy of the applicable Special Events Program Memorandum of Coverage is available from the Fair or by contacting California Fair Services Authority, (916)-263-6145.

I, MJUSD- Pow Wow

(Special Event Operator), have read and understand the above Evidence of Coverage.

Special Event Operator Signature

Date

(Rev. March 2021)

**California Fair Services Authority**  
**SPECIAL EVENTS COVERAGE FORM**

☐ Fair Time

☒ Interim

FAIRGROUNDS NAME: Yuba-Sutter Fair DAA#: 13th

FAIRGROUNDS PHONE: (530) 674-1280

Covered Special Event Operator: MJUSD - Pow Wow

Address: 4850 Olivehurst Ave, Olivehurst, CA 95961

Phone: (530) 749-6196 Cell Phone: \_\_\_\_\_

Type of Event: Pow Wow

Date(s) of Event: May 21 - 22, 2022

Setup/Teardown Date(s): \_\_\_\_\_

Attendance Level: 400 per day Event Code: 141

Fee Collected: 230 - Date Collected: \_\_\_\_\_

CFSA Control # (required, obtained by emailing Mario Castagnola at [mcastagnola@cfsa.org](mailto:mcastagnola@cfsa.org) or calling 916/263-6145): \_\_\_\_\_

Additional information (if any): AO-2022-26

\_\_\_\_\_  
Fair staff signature

Jennifer Passaglia  
Fair staff name printed

1/25/22  
Date



## ALCOHOLIC BEVERAGE STATEMENT

The Contractor/Renter shall abide by the rules listed below if ALCOHOLIC BEVERAGES are to be served or sold during their event on the grounds of the Association:

1. If Alcoholic Beverages are to be sold by the Renter or Renters agent at any time during the term of this agreement, Renter is required to provide the Association a copy of the proper documentation from the Alcoholic Beverage Control Division of the State of California (Alcoholic Beverage Sellers Permit) prior to the event(s). If Renter is unable to obtain the appropriate permit from the Alcoholic Beverage Control Division, then alcoholic beverages will not be allowed to be sold.
2. Any Renter selling alcoholic beverages on the grounds of the Association at an event that is open to the general public, as opposed to a private event such as a club function for members and guests only, the Renter will be required to have Yuba-Sutter Fair Security Guards on the premises during all hours of operation of the event. Events closed to the general public such as private parties are required to have Yuba-Sutter Fair Security for their own protection. Association Management reserve the right to require additional security at the event if deemed necessary.
3. At NO TIME are renters allowed to sell, or give Alcoholic Beverages to anyone under the legal drinking age (21 years of age) or to serve an obviously intoxicated person. Such selling or serving will constitute a violation of the Laws of the State of California, and will be grounds for revocation of the authority to have alcoholic beverages at their event on the grounds of the Association. Violation of this rule will also cause the Renter to have the privilege of future uses of Association's property revoked.
4. Liquor Liability Insurance in the amount of no less than \$1,000,000 will be required for any event open to the public. Such policy is to follow the Insurance Statement Requirements (Exhibit D) as stated. The policy is to be at the Association's office no less than two weeks prior to the Renters event. Association staff will check the policies for validity prior to allowing the event to take place on the Association's grounds.
5. All Concerts, regardless of size, where Alcoholic Beverages are being served or sold will be required to have Liquor Liability Insurance in the amount of no less than \$1,000,000 as state in the Insurance Statement (Exhibit D) with the proper information as shown.
6. The Renter is hereby cautioned against making sales or otherwise dispensing alcoholic beverages to guest or customers who are suspected of being intoxicated or who appear to becoming intoxicated.
7. The Association is not a partner or joint venture with any Renter in the selling of or serving of Alcoholic Beverages at any event unless so stated in a separate statement of facts signed by both parties prior to any such event. All Renters shall sign the HOLD HARMLESS CLAUSE as listed below if alcoholic beverages are to be sold or given away at event(s) covered by this agreement.

*n/a*

## HOLD HARMLESS CLAUSE

RENTER agrees to indemnify and hold ASSOCIATION and the property of the Association including said premises, free and harmless from any and all claims, liability, loss, damage or expenses resulting from Renter's occupation and use of said premises and facilities specifically including, without limitation, and claim, liability, loss or damage arising by reason of:

1. The death or injury of any person or persons, but not limited to, the Renter, or any person who is an employee or agent of the Renter, or the damage to or destruction of any property, including property owned by Renter caused or allegedly caused by some act or omission of the Renter or of some agent, contractor, employee, servant, sub lessee or concessionaire of Renter on said premises or for any reason whatsoever other than the sole negligence or intentional conduct of the Association.
2. Any work performed on said premises or materials furnished to said premises at the instance or request of Renter or any agent or employee of the Renter.
3. Renter's failure to perform any provision of the agreement, or to comply with any requirement of law or any requirement imposed on the premises by any duly authorized governmental agency or political subdivision.

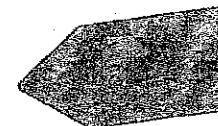
Signed \_\_\_\_\_

Renter

*Jennifer Passaglia*  
*CBO*

Date \_\_\_\_\_

*1/25/22*





**THIS FORM MUST BE COMPLETED AND POSTED IN EACH BOOTH, BARN, EXHIBIT HALLS PRIOR TO EVENT**

**BOOTH CONSTRUCTION/LOCATION:**

- ☐ Minimum of 20 feet from any permanent structure.
- ☐ All fabric or pliable canopy covers, side/back drops and decorative material must be inherently fire resistive or treated.
- ☐ Exit openings shall be a minimum of 3 feet wide and 6 feet 8 inches in height.

**ELECTRICAL:**

- ☐ Electrical extension cords shall be of the heavy-duty three-wire (grounded), hard-usage type.
- ☐ Electrical equipment and installation shall be inspected and approved by a qualified person.

**LIVESTOCK/BARN AREAS:**

- ☐ No space heaters, electric skillets, toasters, coffee makers, hot plates and any other appliances.
- ☐ No storage of flammable or combustible liquids or machines.
- ☐ Fire hoses, fire extinguishers or other fire equipment shall not be blocked or obstructed at any time.
- ☐ The roads around the barns shall be kept clear so that fire apparatus may be able to pass through at any time. Minimum width of these roads shall be 20 feet.
- ☐ No parking of any vehicles in any barn or livestock areas.

**RV PARKING:**

- ☐ The site shall maintain an all-weather surface with adequate roads having 20 feet minimum width for fire department apparatus.
- ☐ A minimum of 30 feet of clearance shall be provided between the site and any adjoining fair structure or surrounding property.
- ☐ All combustible growth shall be cleared from the site and from the property surrounding the site for a distance of at least 30 feet.

**FOOD SERVICES AREAS:**

- ☐ No use or storage of portable containers of Liquefied Petroleum Gas (LPG) inside buildings or tents.
- ☐ All cylinders must be secured to prevent tipping or falling over.
- ☐ Cooking booths must be separated from non-cooking booths by 10 feet.
- ☐ All Automatic Fire Extinguishing Systems (Hood System) have been serviced within the last six months.
- ☐ Fire Extinguishers:
  - ☐ Each booth shall be provided with a minimum 2A10BC rated portable fire extinguisher.
  - ☐ Each booth with deep fat fryer shall have a Class K portable fire extinguisher.
- ☐ All portable fire extinguishers have been serviced by a SFM licensed company annually with a service tag attached.

- ☐ The fire extinguisher must be mounted or secured so that it will not fall over.
- ☐ All fire extinguishers must be visible and accessible.
- ☐ Deep Fat Fry/Flambe Cooking:
  - separate enclosure where only cooking operations are performed.
- ☐ Wood Barbecue Cooking:
  - ☐ No wood barbecue cooking inside of booths.
  - ☐ Only wood barbecue cooking shall be performed in areas away from public access.
- ☐ No fuel wood shall be stored inside of booths.
- ☐ Metal containers shall be provided for hot coal and ashes.
- ☐ Charcoal Barbecue Cooking:
  - ☐ No charcoal barbecue cooking inside of booths or tents.
  - ☐ Only commercially sold charcoal fuel may be used.
- ☐ Charcoal cooking shall be performed only in areas away from public access
- ☐ Charcoal cooking shall be located a minimum of 15 feet from any booth
- ☐ Charcoal cooking is at least 20 feet from any permanent structure.

**EXHIBIT HALLS**

- ☐ No open flame.
- ☐ Exit sign
  - ☐ Illuminated exit sign.
  - ☐ No blocking or obstruction of exit.
  - ☐ Doors shall not be locked or chained.
  - ☐ Aisle width shall be maintained according to approved site plan.
- ☐ Fire equipment
  - ☐ No blocking of fire hydrants.
  - ☐ No blocking of fire extinguishers.
  - ☐ No blocking of standpipe and fire hose cabinets.
  - ☐ No blocking of fire sprinkler systems.
  - ☐ No blocking of manual fire alarm pull stations.
  - ☐ No blocking of fire alarm audible/visual devices such as horns or strobes.
- ☐ No blocking of first aid equipment.
- ☐ Vehicle Static Display
  - ☐ Battery terminals disconnected.
  - ☐ Fuel tank shall be no more than 1/4 filled.
  - ☐ Locked or taped gas cap.
- ☐ Decorative Materials
  - ☐ Shall be inherently flame resistive or treated.

*I have reviewed and verified this check list that all applicable items listed above are in compliance.*

Signature

Host Vendor Exhibitor

Title (circle one)

Date

State of California

**OFFICE OF THE  
STATE FIRE  
MARSHAL**



**FIRE & LIFE SAFETY  
DIVISION**  
**Special Events and/or  
DAA Fairs**

**Sacramento Headquarters**  
2251 Harvard, Suite 130, Sacramento, CA  
95814  
(916) 568-2957

**Monrovia Regional Office**  
602 E. Huntington Drive, Suite A  
Monrovia, CA 91016  
(626) 305-1908  
(626) 305-5173 Fax

Web Site: <http://osfm.fire.ca.gov>

## GENERAL:

Fire and life safety requirements shall be applicable to any exhibit space, booth, trailer or tent within the fairgrounds. This list is not meant to cover all possible situations and the Promoter or Fair is responsible for adhering to all applicable regulations.

1. Plans identifying the configuration of exhibit spaces shall be submitted to the SFM for review and approval 30 working days prior to the event. Plans shall indicate the location and size of all exit doors and aisles, and shall show exhibits both inside and outside of any building. Where seating is provided, the plan shall indicate the number of rows and seats between aisles. Final approval is subject to field inspections.
2. SFM may enter any portion of any exhibit space/booth at any time for the purpose of inspecting the premises for fire and life safety.
3. No display or exhibit shall be installed or operated that will interfere or block in any way with access to any exit or with the visibility of any exit sign. No display shall block access to fire-fighting equipment, such as fire extinguisher stations, fire alarm pull stations, fire hose cabinets and fire hydrants or access by fire suppression vehicles or equipment.
4. The location of all hydrants, fire extinguishers, water barrels, etc. shall be clearly marked in all areas.
5. The exhibition of vehicles powered by internal combustion gasoline engines inside buildings shall require the following:
  - a. Fuel tank shall be no more than 1/4 filled and the gas cap shall be taped in place to deter removal.
  - b. The battery or batteries shall be disconnected and the battery terminals taped with electrical tape.
  - c. Vehicles shall be inspected by SFM.
6. No open flame is allowed in any Fair Building.
7. Bark dust or like material shall be kept moist at all times.
8. All carpet edges shall be securely taped in place. Carpeting shall only be used on the floor.
9. "NO SMOKING" signs shall be posted. Outside Smoking areas shall be provided with appropriate non-combustible containers for ashes.
10. A housekeeping program shall be maintained and adequate non-combustible trash receptacles shall be provided in all areas and all trash will be removed on a regular basis.

## BOOTH CONSTRUCTION/LOCATION:

1. Booths shall be located a minimum of 20 feet from any permanent structure. If conditions warrant, distance may be reduced as approved by the SFM.
2. All fabric or pliable canopy covers, sideback drops and decorative material must be:
  - a. Inherently fire resistive and labeled as such; or
  - b. Treated by a SFM licensed applicator. If the booth is owner occupied, it may be treated by the owner with a SFM approved fire retardant chemical (empty can and dated sales receipt may serve as proof).
3. Exit openings shall be a minimum of 3 feet wide and 6 feet, 8 inches in height.

## FIRE SAFETY TIPS:

1. Know where the fire extinguisher is located and how to use it.
2. Do not leave food cooking unattended.
3. Do not wear loose-fitting clothing when cooking.

## ATTACHMENT # 3

3. Commercial cooking may be allowed only in approved locations with approved equipment. SFM Approval is required prior to use.
4. Cooking booths must be separated from non-cooking booths by 10 feet.
5. A California licensed company shall service all Automatic Fire Extinguishing Systems (Hood System) every six months. The company performing the service shall either be licensed by the SFM and possess an Automatic Systems License, or possess a C-16 license issued by the California State Contractor's Licensing Board.

## Fire Extinguishers:

1. Each booth shall be provided with a minimum 2A:10BC rated portable fire extinguisher.
2. Each booth with deep fat fryer shall have a Class K portable fire extinguisher.
3. All portable fire extinguishers must be serviced by a SFM licensed company annually, with a service tag attached.

Deep fat or flammable type cooking operations may require additional and/or larger units, as per the SFM. Fire extinguishers shall conform to the following:

- a. The fire extinguisher must be mounted or secured so that it will not fall over.
- b. It must be visible and accessible and away from cooking area.

**Deep Fat Fry/Flambe Cooking:** Deep fat frying or flambe cooking operations shall be located in a separate enclosure where only cooking operations are performed. Such enclosures shall conform to booth construction requirements as previously outlined, but the top of the enclosure shall be OPEN or, when required by the Health Department, shall be provided with METAL SCREENING with a minimum height of 7 feet.

## Wood Barbecue Cooking:

1. Wood barbecue cooking is prohibited inside of booths.
2. Wood barbecue cooking shall be performed only in areas away from public access.
3. Distances from wood barbecues to permanent structures or festival booths shall be as approved by the SFM.
4. Fuel wood shall not be stored inside of booths.
5. Coals shall be disposed of only in metal containers that have been designated for such use and approved by the SFM. Dumping coals in trash containers is prohibited.

## Charcoal Barbecue Cooking:

1. Charcoal barbecue cooking is prohibited inside of booths or tents.
2. Only commercially sold charcoal fuel may be used.
3. Charcoal cooking shall be performed only in areas away from public access and shall be located a minimum of 15 feet from any booth with a minimum of 20 feet from any permanent structure.

## ELECTRICAL:

4. Keep combustibles away from heat sources.
5. In case of emergency, dial 9-1-1.

1. Electrical extension cords shall be of the heavy-duty three-wire (grounded), hard-usage type. No two-wire extension wiring shall be allowed. All extension wiring shall be protected from physical damage and shall be limited to 20 feet in length. This shall be temporary use. Electrical equipment and installation shall be inspected and approved by a qualified person or concern acceptable to the SFM.
- 2.

## LIVESTOCK/BARN AREAS:

1. Heat production appliances, such as space heaters, electric skillets, toasters, coffee makers, hot plates and any other appliances which may be used for cooking purposes, shall not be permitted in the barn or livestock areas. Electrical devices in good repair and properly maintained and used in direct connection with the care of animals may be exempt from the above.
2. Smoking shall not be permitted within the barn, stable, or livestock areas, or in exhibits using sawdust, hay or like materials on the floor.
3. The storage of flammable or combustible liquids or machines containing such shall not be permitted inside any livestock areas.
4. Fire hoses, fire extinguishers or other fire equipment shall only be used in case of an emergency. These devices shall not be blocked or obstructed at any time.
5. The roads around the barns shall be kept clear so that fire apparatus may be able to pass through at any time. Minimum width of these roads shall be 20 feet.
6. No vehicles shall be parked in any barn or livestock areas.

**RV PARKING:** Fire and life safety requirements shall apply to the use or parking of recreational vehicles on undeveloped sites on the fairgrounds.

1. Plans identifying the configuration of the site shall be submitted to SFM for review and approval at least 30 days prior to site development.
2. The site shall maintain an all-weather surface with adequate roads having 20 feet minimum width for the department apparatus.
3. A minimum of 30 feet of clearance shall be provided between the site and any adjoining fair structure or surrounding property.
4. All combustible growth shall be cleared from the site and from the property surrounding the site for a distance of at least 30 feet.
5. Painted lines, fences, posts, ropes, etc. shall be used to designate roadways from vehicle parking areas.

**FOOD SERVICES AREAS:** Fire and life safety requirements shall be applicable for all food services areas, including temporary concession stands inside or outside of buildings and food concession trailers.

1. The use, storage and handling of any flammable or combustible liquid shall be subject to approval by SFM. Location of use and storage of any flammable or combustible liquid shall be noted on the plans prior to approval (see General Item #1).
2. The use and storage of portable containers of Liquefied Petroleum Gas (LPG) inside buildings or tents is subject to approval by SFM. Location of use and storage of any portable container of LPG shall be noted on the plans prior to approval (see General Item #1). All cylinders must be secured to prevent tipping or falling over.

June 2016



## RENTAL RULES & GUIDELINES

It is the renter's responsibility to become familiar with all rental rules and guidelines. Renter will be held liable for all charges outlined in these rules and guidelines. The Renter's signature on the Rental Agreement signifies that he/she has read the Rental Rules and Guidelines and agrees to abide by them. Failure to abide by the rules will result in additional charges which may be deducted from the Rental Deposit and possible denial of future use of facilities.

### EQUAL OPPORTUNITY:

The Fairgrounds is available for rental regardless of race, color, creed, national origin, ancestry, sex, marital status, disability, religious or political affiliation or sexual orientation.

### GUIDELINES FOR ACTIVITIES, DISPLAYS AND EXHIBITS:

It is the expressed purpose of the 13<sup>th</sup> DAA/Yuba-Sutter Fair to promote activities that are a positive influence to the residents and visitors of the Fairgrounds. To achieve this goal, we prohibit any activities, displays, exhibits or merchandise containing:

1. Scatological references;
2. Derogatory racial references;
3. Derogatory ethnic references;
4. Foul language;
5. Written, visual or oral presentation of human reproductive system and/ or process;
6. Inflammatory speech and/or actions.

All employees of the fair are required to adhere to those guidelines. Likewise, all users of the fairground facilities are provided a copy of this guideline and are expected to incorporate it in their activities. Lack of compliance with these policies will result in the removal of the activity from the grounds and forfeiture of fees paid.

### ALCOHOLIC BEVERAGES:

1. Any tenant planning to sell alcoholic beverages must obtain a valid liquor license from the Department of Alcoholic Beverage control in Sacramento. During the function, the license must be posted at the bar serving area. Selling includes:
  - a. Direct sales of alcoholic beverages
  - b. Selling of drink tickets in exchange for alcoholic beverages.
  - c. Including alcoholic beverages in the price of a ticket for the function
2. As a general rule, anytime money is collected by the tenant and, in turn, the tenant provides alcoholic beverages, a liquor license is required. Please refer to Alcohol Management Policy Information sheet and Responsible Hospitality Guidelines.
3. If the Renter is serving alcoholic beverages, only the Host and Hostesses may provide alcohol at the event and all alcoholic beverages must be on the grounds prior to guest arrival. No alcohol will be permitted onto the fairgrounds after the scheduled event start time. ALL alcohol must be on the premises prior to the event.
4. No persons under the age of 21 years old are allowed to be served or to possess alcoholic beverages.
5. Alcohol service must be in a central location and served from behind a bar or counter by a person 21 years or older.
6. Alcoholic beverage service must cease 30 minutes prior to the scheduled event end time.
7. No metal or glass containers (other than kegs) are allowed on the grounds.
8. All beverages must be served in aluminum cans or disposable cups.
  - a. A toast at the main table utilizing glassware is acceptable. The event staff will coordinate the storage of the glassware upon completion of the toast.

### AUTOMOBILE ACCESS:

1. Fire Marshall Regulations require that fire lanes be open at all times on the grounds.
2. No parking is allowed on the interior of the grounds except for the caterer, and during decorating or clean up.
3. All cars are to be parked in the appropriate parking lot. Autos are allowed on the grounds for loading and unloading only.
4. No autos may park on the lawns (exceptions are RV rallies, auto shows). Any damage to the lawns or sprinkler systems will be the responsibility of the tenant. Damage charges will include materials and labor and will be deducted from the rental deposit.
5. Unauthorized vehicles are subject to being towed at owner's expense.
6. The maximum speed limit when driving autos and golf carts on the fairgrounds is 10 MPH or less at all times.

**BILLS:**

1. Established events (those held annually and/or monthly): Bills are to be paid prior to the event.
2. Non-Established and new events: A Non-Refundable Reservation Deposit is to be paid upon securing the date(s) and the remainder of the deposit is to be paid 90 days prior to the event. Rental fees must be paid no less than two weeks prior to the event. In the event of a late booking (event booked less than 2 weeks prior to the event) all payments (deposit, rental, additional equipment, etc.) must be in the form of a money order, cashier's check or cash.
3. In the event that you acquire additional charges that exceed your Event Staff/Cleaning Deposit you will be billed for these charges and will be responsible for making payment in full to the Association.

**BUILDING CAPACITY LIMITS:**

1. Attendance must not exceed the mandated maximum occupancy limit per building. In no case may attendee count ever surpass the mandated occupancy maximum limit outlined below.
2. In the event that renter does not comply with these guidelines the event is subject to immediate closure by the fair event staff. No refunds will be made under these circumstances.
3. Maximum Building Capacity limits are as follows:
  - a. Main Exhibit Hall: Assembly 2320, Dining 500 to 1082 dependent upon setup
  - b. Franklin Hall: Assembly 750, Dining 325 to 500 dependent upon setup
  - c. Palmer Hall: Assembly 400, Dining 225 to 250 dependent upon setup
  - d. Expo Hall: Assembly 400, Dining 200

**CLEAN-UP RESPONSIBILITIES:**

1. Refer to the Facility Checklist – Exhibit B, which indicates the areas to be cleaned by the renter. Some typical clean up charges are:
  - a. Tables and/or chairs stacked dirty or incorrectly.
  - b. Bathrooms require detailed cleanup (i.e. writing on the stalls/walls, paper thrown on the ground)
  - c. Grounds surrounding area need clean up (bottles, cups, etc.)
  - d. Balloons/decorations still up.
  - e. Shoe prints on walls from attendees leaning against walls.
  - f. Gum, tape residue and food on floor (requires scraping of floor).
  - g. Floor damage (sand displays & equipment marking floors)
  - h. Dust mops and mops will be provided for clean up.
2. The bar area must be cleaned and all alcoholic beverages removed at the conclusion of the event.
3. Any left-over ice that is dumped on the grass outside the buildings must be spread out over a large area. Piles of ice will kill the lawn and could result in an additional charge to replant grass.
4. The building must be cleared of all items brought in by tenants (i.e. BBQ's, signs, banners, etc.), immediately following event, once tenant vacates premises. Any items left become the property of the 13th District Agricultural Association (Yuba Sutter Fair), to be disposed of at our discretion.
5. The event staff working the event has no authority to determine the condition of the facilities after the renter has completed the clean-up.
6. The night-time event staff is not qualified to judge the clean-up condition of the building. The Facility Evaluation will be completed by the fair staff on Monday morning following your event.

**COOKING:**

1. Responsibility of renter for removal of waste oil, contaminated water (water with oil, other items) from facility in accordance with the State law. No oil is to be disposed of in any sink. No scalding water, water/salt, water/oil combination or other hot liquid is to be dumped on the lawns or grounds.
2. No sterno's shall be used to heat food without prior approval by the State Fire Marshal's Office.

**CURFEW:**

1. All tenants must plan their event accordingly to comply with the curfew as denoted under the Hours of Rental Events in the rules.
2. Fair Management may grant approval to extend the event curfew time past the regular posted closing time. The written request must be made 30 days prior to the event.

**DAMAGES:**

1. As the tenant of the facility, you are responsible for any damages that occur to the area in which you have rented/occupied.
2. As the tenant you are responsible to pay for these damages (even if they are caused by someone who is attending your event).

**DECORATING/DECORATIONS:**

1. All drapes, hangings, curtains, drops, and all other decorative material, including Christmas trees, that would tend to increase the fire and panic hazard shall be made from a nonflammable material, or shall be treated and maintained in a flame-retardant condition by means of a flame-retardant solution or process approved

by the State Fire Marshall."

2. No candles or other decorations that have an open flame may be used.
3. We recommend when utilizing Crepe Paper for decorating to use with care and attention. When Crepe Paper becomes wet, the color in it bleeds and it will stain the floor. If this happens, you will be charged for the material and the labor to remove the stains.
4. NO confetti, glitter, or other small paper, plastic, food, etc. items (this includes rice) may be used in the buildings or outside. If confetti, glitter or other small paper or plastic items are used you will forfeit your cleaning deposit in full. For wedding receptions, birdseed is the ONLY item allowed to be used and ONLY outside the buildings.
4. It is necessary for us to restrict these items. Those tenants who do not abide by this and other rules are subject to a clean-up fee to be determined by Management and possibly be banned from further use of the facility.
5. Decorations may not be attached to the buildings, floors, table or other fair property using nails, staples, tacks, scotch tape, duct tape, masking tape or paint. Many party supply businesses have alternative methods of securing items. In addition, the Fair has ceiling clips available to hang items from the ceiling. Indicate how many you will need on our Facility Reservation Form.
6. All decorating materials must be removed by the tenant at the conclusion of the event, unless other arrangements have been made. Fair is not responsible for any decorations left in the building. The tenant will be charged for clean up of decorations by Fair Staff.
7. No masking tape, duct tape, staples, or pushpins are to be used on tables, floors or walls. Party supply businesses have alternative methods of securing items. Items used to secure items are to be taken down.

#### DEPOSIT:

1. A Rental Deposit is required for use of any facility on the Fairgrounds. This amount, or a portion of, will be refunded no earlier than 30 days following the event. All attempts will be made to refund the amount due to tenant at the earliest possible time. Rental charges for any additional equipment, cleaning, facilities, material, damages, or labor will be deducted from this amount.
2. Any State Fire Marshall Fee over one (1) hour of inspection will be deducted from deposit, if onsite inspection takes place and fee is more than deposit you will be billed.

#### DISTURBANCES:

1. If a disturbance occurs during your event and action is taken by a law enforcement agency(ies), the tenant will be charged at the current hourly rate of the agency(ies) and the tenant's event is subject to closure. No refunds will be made.
2. In the event that tenant's activities disturb, disrupt or negatively affect other events on the grounds, tenant's event is subject to closure. No refunds will be made.
3. In the event that tenant's activities result in Fair Staff monitoring their event for any reason, the tenant will be subject to charges resulting from this monitoring at the current labor rate.
4. Fair Staff will attempt to minimize any negative impacts on events held on the facilities but will not be held responsible for actions of other tenant's activities.

#### ELECTRICITY:

1. Tenants whose event, which includes but are not limited to concerts, trade shows and dances with large amounts of sound equipment, which require extreme amounts of electricity are subject to an additional utility fee.

#### EQUIPMENT, ADDITIONAL

1. Each building rental fee includes a specific amount of tables, chairs and staging. Any additional tables, chairs, staging or additional equipment will be provided at the current rental rate.

#### EVENT STAFFING:

1. Fair Event Staffing is required for ALL event's when serving /selling alcohol. Event staffing fees are in addition to the building rental fees and will be quoted at the time of the rental reservation and based on the listed attendance and hours of the event.
2. Event staff's purpose is to ensure that all fairground rental policies and guidelines are followed, provide a secure and safe venue for our clients, their guests and event attendees and provide general facility needs during the event such as temperature control, electric panels, light switches, equipment rental needs, etc.
3. Event Staff will be scheduled based on the building rented and/or estimated number of guests at a minimum ratio of 1:100. The Fairgrounds reserves the right to require any number of Event Staff deemed necessary for a safe and enjoyable event.

4. The minimum number of Event Staff per building is as follows and may not be adjusted for any event without approval by fair management:
  - a. Main Exhibit Hall: 4 Event Staff
  - b. Franklin Hall: 3 Event Staff
  - c. Palmer Hall: 3 Event Staff
  - d. Expo Hall: 2 Event Staff
  - e. Flower House: 2 Event Staff
  - f. Outside Venues: To be determined by management
5. Event Staff will monitor and track the number of guests for each event and only allow entry of the contracted attendance level listed for the event.
  - a. Attendance must not exceed the mandated maximum occupancy limit per building. In no case may attendee count ever surpass the fire marshal mandated occupancy maximums outlined in this document.
  - b. In the event that renter does not comply with these guidelines the event is subject to immediate closure by the fair event staff.
6. Event Staff Supervisor reserves the right to call in additional guards if the event warrants it. Renter will be informed of the increased staffing needs and the renter will be responsible for the additional event staffing needs to the fair, which may be subtracted from the event deposit.
7. In any event, that requires event staff to stay longer than the listed contracted hours, the renter will be charged at \$55 per hour/per staff.

**EVENT INFORMATION:**

1. Information required prior to your event:
  - a. Signed Rental Agreement
  - b. Signed Event Staffing Agreement
  - c. Proof of Liability Insurance.
  - d. Signed copies of the Alcoholic Beverage Statement (If applicable)
  - e. Copies of ABC permit when serving alcohol (if applicable)
  - f. Floor plan – Must be received 2 weeks prior to event. If not received two weeks prior to your event, Fair Staff is unable to guarantee that equipment will be available for your use. In addition, any changes made within 2 weeks prior to your event may be subject to additional charges. All Floor Plans must be approved by the State Fire Marshal's Office and may be changed by the fire marshal inspector to meet state fire code law.

**FACILITIES RENTED:**

1. The rental agreement specifies which area(s) tenant has contracted for. Tenant's activities are limited to that area(s). Unless specified, lawn and other outdoor areas are not included in Rental Agreement. In the event that tenant's activities or guests utilize outside areas, tenant will be subject to additional charges for those areas.
  - a. No Inter-mingling or mixing of guests with other events happening at the same time are allowed.

**FACILITY RESERVATION FORM:**

1. Any individual, organization or business requesting use of facilities must complete a Facility Reservation Form. This form indicates to Fair Staff your equipment needs, building needs, staging, etc. Failure to turn in this form within the requested period of time, your event may result in equipment and labor for set up not being available.
2. In addition, if any charges are made to the original form, such as increased tables/chairs, additional staging, etc., 30 days prior to your event, the fair staff cannot guarantee that these changes can be met. However, whenever possible, the staff will try to accommodate these changes if possible. Fair staff will not be responsible for guaranteeing additional equipment/labor when Fair Office is notified 30 days prior to your event.
3. It is highly recommended that any changes to your original plans be submitted in writing to the Fair Office.
4. Fair Staff will not be held responsible for insuring that additional equipment/labor is available when Facility Reservation Form is not turned in within the requested period of time.

**FEES:**

1. Additional amounts will be charged and maybe subtracted from the event deposit for any of the following:
  - a. Changes in original, requested set up, and event/security staff costs due to extended event hours
  - b. Clean up (including labor and supplies). Refer to the clean-up guidelines.
  - c. Damage to the facilities
  - d. All State Fire Marshal charges that are that are in excess of (1) one hour or more for of their services provided.

**FIREWORKS/FIREARMS:**

1. Fireworks or Firearms are not allowed on the grounds without prior written approval from Fair Management.
2. Gun shows will be subject to the rules and regulations established by State and the 13<sup>th</sup> DAA Board.

**FLYERS:**

1. Unauthorized distribution of "flyers" on any fairgrounds property (including the parking lots) is forbidden.

**GUESTS ACCESS:**

1. No entry will be allowed after 10:00 pm.
2. Re-entry will only be allowed with event staff approval.
3. Minors attending events will not have in and out access after 9 pm unless accompanied by a parent.

**HAZARDOUS EVENTS:**

1. The following activities are classified "Hazardous in Nature" and require special documentation:
  - a. Fireworks
  - b. Automobile or Motorcycle races, tractor/truck pulls, destruction derbies, mud bogs, mud racing, thrill shows and truck rodeos.
  - c. Rodeos, team roping and penning, carnivals, circuses, pony and other animal rides, trick riding, trackless trains, hot air balloons, petting zoos, pig races, trapeze, spin wheel or acrobats, dog training classes, bungee cord jumping and trampoline use.
  - d. Roller derbies, roller-skating, skateboards, boxing matches and wrestling.

**HOURS OF RENTAL EVENTS:**

1. Facility Rental Event Hours include:
  - a. Monday thru Thursday: 8 am thru 11 pm
  - b. Friday thru Saturday: 8 am thru 12 Midnight
  - c. Sunday: 8 am thru 10 pm
  - d. Outside events will close down at 10 pm Friday and Saturday, and 9 pm Sunday thru Thursday unless otherwise authorized by Fair Management.
  - e. Fair Management may grant approval to extend the event curfew time past the regular posted closing times provided above. The written request must be made 30 days prior to the event.

**INSURANCE:**

1. Tenants are be required to provide evidence of insurance protecting the legal liability of the State of California, the California Fairs Insurance Authority, the 13<sup>th</sup> District Agricultural Association, from occurrences as to bodily injury and property damage. Additional information including amount of coverage required items to be listed on the Certificate of Insurance and alternative sources of insurance can be obtained from the Fair Office.
2. Event Insurance may be purchased through the California Fair Services Authority at the fair office.
3. ALL Events must have the proper limits of insurance and a Certificate of Liability naming the 13<sup>th</sup> District Agricultural Association as an additional insured and must be on file at the fair office prior to the event taking place.

**ITEMS NOT PROVIDED BY FAIR:**

1. Tenants must furnish their own ashtrays.
2. Tenants must furnish their own ladders.
3. Tenant must furnish their own table and stage skirting unless other arrangements have been made.

**KITCHEN FACILITIES:**

1. All buildings have kitchens with stoves, refrigerators, sinks etc. with the exception of the Flower House. Tenant's ARE NOT to use warming plates for cooking of any food or as a grill.
2. No sterno's shall be used to heat food without prior approval by the State Fire Marshal's Office.

**MARQUEE INFORMATION:**

1. Each building has a still marquee available to advertise your event (between 20 to 25 letters are available depending on the building rented).
2. We offer event advertising on the Digital Marquee Sign located on the corner of Franklin and Garden Highway. Additional fees apply. Information and application available at [www.ysfair.com](http://www.ysfair.com)

**MISCELLANEOUS:**

1. Management reserves the right to deny privileges or access to persons breaking any of these rules.
2. Facility rental does not include lawns or garden areas unless specified on the rental agreement.

**FIREWORKS/FIREARMS:**

1. Fireworks or Firearms are not allowed on the grounds without prior written approval from Fair Management.
2. Gun shows will be subject to the rules and regulations established by State and the 13<sup>th</sup> DAA Board.

**FLYERS:**

1. Unauthorized distribution of "flyers" on any fairgrounds property (including the parking lots) is forbidden.

**GUESTS ACCESS:**

1. No entry will be allowed after 10:00 pm.
2. Re-entry will only be allowed with event staff approval.
3. Minors attending events will not have in and out access after 9 pm unless accompanied by a parent.

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  - a. Fireworks
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  - c. Rodeos, team roping and penning, carnivals, circuses, pony and other animal rides, trick riding, trackless trains, hot air balloons, petting zoos, pig races, trapeze, spin wheel or acrobats, dog training classes, bungee cord jumping and trampoline use.
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  - c. Sunday: 8 am thru 10 pm
  - d. Outside events will close down at 10 pm Friday and Saturday, and 9 pm Sunday thru Thursday unless otherwise authorized by Fair Management.
  - e. Fair Management may grant approval to extend the event curfew time past the regular posted closing times provided above. The written request must be made 30 days prior to the event.

**INSURANCE:**

1. Tenants are be required to provide evidence of insurance protecting the legal liability of the State of California, the California Fairs Insurance Authority, the 13th District Agricultural Association, from occurrences as to bodily injury and property damage. Additional information including amount of coverage required items to be listed on the Certificate of Insurance and alternative sources of insurance can be obtained from the Fair Office.
2. Event Insurance may be purchased through the California Fair Services Authority at the fair office.
3. ALL Events must have the proper limits of insurance and a Certificate of Liability naming the 13<sup>th</sup> District Agricultural Association as an additional insured and must be on file at the fair office prior to the event taking place.

**ITEMS NOT PROVIDED BY FAIR:**

1. Tenants must furnish their own ashtrays.
2. Tenants must furnish their own ladders.
3. Tenant must furnish their own table and stage skirting unless other arrangements have been made.

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1. All buildings have kitchens with stoves, refrigerators, sinks etc. with the exception of the Flower House. Tenant's ARE NOT to use warming plates for cooking of any food or as a grill.
2. No sterno's shall be used to heat food without prior approval by the State Fire Marshal's Office.

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1. Each building has a still marquee available to advertise your event (between 20 to 25 letters are available depending on the building rented).
2. We offer event advertising on the Digital Marquee Sign located on the corner of Franklin and Garden Highway. Additional fees apply. Information and application available at [www.ysfair.com](http://www.ysfair.com)

**MISCELLANEOUS:**

1. Management reserves the right to deny privileges or access to persons breaking any of these rules.
2. Facility rental does not include lawns or garden areas unless specified on the rental agreement.



**PETS:**

1. Pets are not allowed on the fairgrounds during rental events except for Service Animals and animal type events.
2. Service animals are welcome. Service animals are animals that are individually trained to perform tasks for people with disabilities – such as guiding people who are blind, alerting people who are deaf, pulling wheelchairs, alerting and protecting a person who is having a seizure, or performing other special tasks. Service animals are working animals, not pets. All other animals/pets are prohibited.
3. Unauthorized animals seen on the grounds will be removed and transferred to the local animal shelter or a local boarding facility at the owner's expense.

**RENTAL AGREEMENT:**

1. Tenants whose signature appears on the Rental Agreement must be 21 years old as of date of event.
2. The individual whose signature appears on the Rental Agreement is responsible for fees and charges related to event.
3. No Rental Agreement is valid without the signature of the Tenant and Manager of the Fairgrounds.
4. No tenant may gain access to facility unless a signed Rental Agreement is on file at the Fair Office, and all fees and other requirements have been met.
5. Submission of a Facility Reservation Form does not indicate a contractual agreement for use of facilities.
6. Rental Agreement must specify exact activities to be held during tenant's event. If any hazardous events are to be incorporated into tenant's event, the activity must be listed on contract. See Hazardous events.

**RESTROOM MAINTENANCE:**

1. Custodian duties do not include maintaining restrooms. Tenant is responsible for keeping paper towels in garbage cans, sinks clean of paper and other items.
2. Prior to your event, all restrooms will be stocked with paper supplies. For events lasting more than 1 day, Fair will restock supplies daily.
3. Custodian will supply extra garbage bags upon request. Tenant is responsible for removing full bags of garbage from the cans. Tenant is to place full bags outside building by kitchen and custodian will remove them.

**SET UP/DISMANTLE:**

1. Set up day prior to the event must be PRE-ARRANGED. Weekend setups will be equal to a half-day rent. Weekday set ups will be \$150 for all halls except MXB is \$250. Setup times are 8 am – 3:30 pm. Set up after 3:30 pm on weekdays will entail a cost of \$30 per hour up to 10 pm.
2. Heating and cooling will not be provided during set up/dismantle days. A minimal amount of lighting will be turned on during set up/dismantle days.
3. Fair Staff is available to set up and/or dismantle for tenant's event at a charge of \$55 per hour. THIS MUST BE PRE-ARRANGED. This includes DJ, Caterer, Etc. Tenant MUST provide the Fair Office with a floor plan when returning the signed contract.
4. Changes to floor plan must be made 30 days prior to event in writing and must be approved by the State Fire Marshall.

**SOUND:**

1. Maximum sound level is 90 decibels at 100 feet from the stage. Decibel readings will be monitored by Fair Event Staff.
2. Music must cease 15 minutes prior to the scheduled event end time.

**SUPERVISION:**

1. Tenant is responsible for providing supervision of children and people attending tenant's event. In the event that Fair Staff must supervise children or people (this includes having to inform children or people to remain inside the tenant's rented facilities), tenant will be charged for labor at the current rate.

(Revised 02/2020)



## FACILITY CHECKLIST FOR RETURN OF RENTAL DEPOSIT

The following is a check-out list of items that we look at following each event on the fairgrounds. Any clean up required by the fair staff will result in a decrease in the rental deposit amount returned to you. First and foremost, in order to receive the full deposit amount, you must leave the building in the condition you received it.

### MAIN HALL CLEANUP

- ☐ **Tables:** Clean trash off all tables. Tape, staples, push pins, and like items are not to be used on tables. Tables must be wiped down if dirty. Stack tables neatly on table racks. Tables stacked upside down. Same size tables in one stack. Any broken/damaged tables are to be set aside.
- ☐ **Chairs:** Clean any that are dirty and stack on chair racks. Follow stacking instructions given by Maintenance Staff.
- ☐ **Bars:** Clean and wipe all bars.
- ☐ **Tables & Chairs Racks:** When full, can be left out in the main hall. Fairgrounds Staff will put them in storage room at no charge.
- ☐ **Decorations:** NO CONFETTI OF ANY TYPE. All decorations are to be removed from walls, ceiling, stage, bar etc. All tape, staples, push-pins are not to be used for tables or walls. Party supply businesses have alternative methods of securing items. Items used to secure decorations are to be taken down. Ceiling clips borrowed from Fairgrounds are to be left on the kitchen counter.
- ☐ **Walls:** ~~Wipe any spills or footprints. Tape, staples, push pins and alike items are not be used on walls.~~
- ☐ **Dumpster:** Trash is to be placed in dumpster located outside of building. If dumpster is full, leave trash in barrels and Fairgrounds Staff will remove at no charge. Trash barrels may be left outside building.
- ☐ **Floor:** Sweep, carefully remove any food spills, gum, stickers or other items on floor. Mop the floor area with clean hot water.

### KITCHEN AREA CLEANUP

- ☐ **Trash:** Dump all trash in dumpster located outside of kitchen door.
- ☐ **Wipe Down:** Counters, work tables and wipe down walls if food is splattered on them.
- ☐ **Stove:** Clean stove-top and ovens of all food spills. It is recommended that renter brings aluminum foil to line ovens to make clean up easier.
- ☐ **Refrigerator:** Clean interior and exterior and freezer. Clean any spills, remove all food and dump ice in dumpster.
- ☐ **Sinks:** Clean any food left in sinks and remove stains. Kitchens DO NOT have garbage disposals therefore DO NOT put food down drain. Renter will be charged for service of clearing drains if professional service is required.
- ☐ **Floor:** Sweep and mop with clean hot water.

### RESTROOMS CLEANUP

- ☐ **Trash:** Pick up trash and sweep floors. Depending on use of bathrooms (restrooms not abused by renter such as not using urinals, sinks overflowing, etc) Fair Staff will clean sinks and toilets at no charge. Based on the abuse, a cleaning charge will be deducted from deposit or renter will be billed if deposit amount does not cover the cost of clean-up and/or repair.

### OUTSIDE:

- ☐ **Trash:** Pick up all trash that was carried outside of the building. This includes adjoining lawns & walkways.
- ☐ **Lawns:** You are responsible for insuring no one attending your event drives on the lawns. We have an automatic sprinkler system in the grounds. Any damage to this or the lawn will be charged to the renter.

The night-time event staff is not qualified to judge the condition of the building. The Facility Evaluation will be completed on Monday morning following your event, unless building is rented on Sunday for another event. We appreciate your cooperation in returning the building to the condition in which you received it. Thank you for using the Yuba-Sutter Fairgrounds for your event. We hope that you had a great customer service experience and will return in the future.

## STANDARD CONTRACT TERMS AND CONDITIONS

**1. National Labor Relations Board (PCC Section 10296)** Contractor, by signing this contract, does swear under penalty of perjury that no more than on final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

**2. Resolution of Contract Disputes (PCC Section 10240.5, 10381)** If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

**3. Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)** During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract. Contractor by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

**4. Amendment (GC 11010.5)** Contract modification, when allowable, may be made by formal amendment only.

**5. Assignment** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

**6. Termination** The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

**7. Governing Law** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

**8. Conflict of Interest (PCC 10410, 10411, 10420)** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void (PCC 10420).

**9. Contractor Name Change** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

**10. Air or Water Pollution Violation (WC 13301)** Under the State laws, the Contractor shall not be:

(1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;

(2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or

(3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

## California Fair Services Authority

## INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.
3. Coverages:
  - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); \$5,000,000 per occurrence for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock; \$3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; \$2,000,000 per occurrence for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.
  - b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
  - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
  - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
  - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
  - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.

- For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

## II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

## III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

# EXAMPLE

EXHIBIT D



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

The insured name must be the same as the renter's name on the rental contract

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				Effective Dates must cover the event date(s).		EACH OCCURRENCE \$ Limits need to be Each DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Must appear exactly as listed below and include the appropriate event date(s):

Event Dates:

That the State of California, the California Fair Services Authority, the 13th District Agricultural Association, their directors, officers, agents, servants, and employees are made additional insured but only insofar as the operations under this contract are concerned.

<b>CERTIFICATE HOLDER</b> * Must appear exactly as listed below:  13th District Agricultural Association Yuba-Sutter Fairgrounds 442 Franklin Avenue Yuba City, CA 95991	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Signature is Required
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Business Services [Signature] Date: 12/21/21  
Purchasing [Signature] Date: 12/21/21

## SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

**To:** Jennifer Passaglia, Chief Business Official  
**From:** Gabriela Rios, Executive Director  
**Date:** 1/25/2022

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and Marysville Joint USD agree as follows:

### RECITALS

- A. Scope of Services: PIQE will provide its Parent Family Literacy P-3 Program for the parents of the children enrolled in the school above mentioned. PIQE will recruit parents by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Q&A forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques which will empower parents to address the educational needs of their school-aged children.
- B. Virtual Services: Contingent on COVID-19 safety measures, should it be deemed necessary PIQE is prepared to provide on-line services. For virtual services, PIQE will provide families with The Family Literacy P-3 Program, and support families to learning via a virtual platform (Zoom).
- C. Location: ZOOM
- D. Session Dates:

February 24, 2022, to April 14, 2022

Compensation: a flat fee of \$10,000

The minimum number of parents to open a class in any language is 15.

School funding: Title III EL

*Now Anything is Possible!*

3641 Mitchell Rd Suite H, Ceres, CA 95307  
Telephone: 209-238-9496 Fax: 209-238-9495

www.piqe.org

Copyright Protections: PIQE owns all products and all content in the program(s), including without limitation the information, materials, text, graphics, protocols and the selection and organization thereof ("content"). The content is protected by copyright laws of the United States and other countries and may not be used, copied, distributed, displayed, modified, reproduced, published, posted or reverse engineered in whole or in part without the prior written permission of PIQE. *Initials:* \_\_\_\_\_

I accept these services at Marysville Joint USD under the terms and conditions noted.

\_\_\_\_\_  
Jennifer Passaglia chief Business Official

\_\_\_\_\_  
Date



Parent Institute Representative:

\_\_\_\_\_  
Gabriela Rios, Executive Director PIQE

*Now Anything is Possible!*

3641 Mitchell Rd Suite H, Ceres, CA 95307  
Telephone: 209-238-9496 Fax: 209-238-9495

[www.piqe.org](http://www.piqe.org)





Business Services [Signature] Date: 12-21-21  
Purchasing [Signature] Date: 12/21/21

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- B. Virtual Services: Contingent on COVID-19 safety measures, should it be deemed necessary PIQE is prepared to provide on-line services. For virtual services, PIQE will provide families with The Family Literacy P-3 Program, and support families to learning via a virtual platform (Zoom).

C. Location: ZOOM

D. Session Dates:

Session 1- February 1, 2022 to March 22, 2022

Session 2- February 3, 2022 to March 31, 2022

Compensation: a flat fee of \$10,000 per session total \$20,000

The minimum number of parents to open a class in any language is 15.

School funding: Title III EL

*Now Anything is Possible!*

3641 Mitchell Rd Suite H, Ceres, CA 95307  
Telephone: 209-238-9496 Fax: 209-238-9495

[www.piqe.org](http://www.piqe.org)

Copyright Protections: PIQE owns all products and all content in the program(s), including without limitation the information, materials, text, graphics, protocols and the selection and organization thereof ("content"). The content is protected by copyright laws of the United States and other countries and may not be used, copied, distributed, displayed, modified, reproduced, published, posted or reverse engineered in whole or in part without the prior written permission of PIQE. *Initials:* \_\_\_\_\_

I accept these services at Marysville Joint USD under the terms and conditions noted.

\_\_\_\_\_  
Jennifer Passaglia chief Business Official

\_\_\_\_\_  
Date



Parent Institute Representative: \_\_\_\_\_

Gabriela Rios, Executive Director PIQE

*Now Anything is Possible!*

3641 Mitchell Rd Suite H, Ceres, CA 95307  
Telephone: 209-238-9496 Fax: 209-238-9495

[www.piqe.org](http://www.piqe.org)

**Solution Tree, Inc.  
Purchase Agreement**

Effective January 5, 2022, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Marysville Joint USD- Yuba Garden Intermediate ("Customer") located at Olivehurst, CA US 95961 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Onsite Professional Development	\$13,000.00
<b>Total</b>	<b>\$13,000.00</b>

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the total amount due will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$ 2,600.00	Upon execution of Agreement
Onsite Professional Development	\$10,400.00	February 1, 2022

3. **Onsite Professional Development**

- 3.1. **Description of Services:** Solution Tree agrees to provide a speaker, Malik Muhammad ("Associate"), to disseminate information for Customer on the topic of *Transforming School Culture* on February 1, 2022 and February 2, 2022.
- 3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. **General Terms**

- 4.1. **Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated

reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

**4.2. Force Majeure:** If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:

- a. If a Force Majeure Event prevents services from occurring onsite, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
- b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
- c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
- d. All obligations unaffected by a Force Majeure Event will remain in place.

**4.3. Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.

- a. **Onsite Professional Development:** If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Onsite Professional Development Services.

**4.4. Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

\_\_\_\_\_  
Jennifer Passaglia  
Chief Business Officer  
Marysville Joint USD- Yuba Garden Intermediate

\_\_\_\_\_  
Date

*Ali Cummins*  
Director of Professional Development

1/5/2022  
Date

Solution Tree, Inc.

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES**

**THIS AGREEMENT is made and entered into this 26<sup>th</sup> day of** \_\_\_\_\_  
January \_\_\_\_\_, 2022, **between the Marysville Joint Unified School**

**District ("DISTRICT") and** Startup Smartup, LLC \_\_\_\_\_,  
**("CONSULTANT").**

**1. SCOPE OF SERVICES**

A. CONSULTANT agrees to perform the following services to DISTRICT at times and places mutually acceptable to DISTRICT and CONSULTANT. CONSULTANT services will include the following:

Provide access to an online educational platform teaching the fundamentals of entrepreneurship with  
a focus on Social & Emotional Learning (SEL). Startup Smartup will train the respective site leads  
virtually on how to implement the program with their students and will provide pre- and post-program  
surveys to gauge the student's SEL growth due to the program.

**2. REPORTS**

☒ CONSULTANT shall provide reports as described below or in referenced Exhibit:

☐ No report is required.

**3. PLACE OF PERFORMANCE.**

The place(s) of performance shall be:  
At two middle school sites at Marysville Joint Unified School District.

**4. PERIOD OF AGREEMENT**

This Agreement is effective January 26<sup>th</sup>, 2022, and will be completed by  
July 29<sup>th</sup>, 2022 inclusive.

**5. INDEPENDENT CONSULTANT**

While performing the services herein, CONSULTANT is an independent contractor and not an officer, agent or employee of DISTRICT. Nothing in this Agreement should be construed to create a partnership, agency, joint venture, or employment relationship.

Business Services \_\_\_\_\_ Date: 12/20/21  
Purchasing \_\_\_\_\_ Date: 12/20/21

CONSULTANT is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement.

CONSULTANT, as an independent contractor, will carry workers' compensation insurance on CONSULTANT'S employees and other individuals (e.g., volunteers) as required by any applicable laws and/or regulations. CONSULTANT may be required to provide additional insurance to cover employment practices, general liability, professional liability, or other exposures reasonably related to the services or products to be provided under the Scope of Work performed by CONSULTANT, its employees, agents, and subcontractors. Additional insurance requirements are specified in other provisions of this Agreement.

CONSULTANT represents and warrants that it is an independent business, engaged in the business of providing services and products represented by this Agreement to other customers and clients. District and Consultant agree to the following:

- CONSULTANT is free from the control and direction of the district in connection with the performance of this work, provided that the quality, timeliness, and other required substantive standards for performance and deliverables are satisfactorily completed as required by this Agreement.
- CONSULTANT performs work that is outside the usual course of the District's business, and has the requisite specialized skill, experience, and training to perform the services required under this Agreement.
- CONSULTANT is customarily engaged in an independently established trade, occupation, or business and satisfies the requirements for establishing an independent business under the laws and regulations of the jurisdictions in which CONSULTANT operates.

By initialing this section of the agreement, the consultant and its agents and employees, if applicable, certify and declare that the consultant, its agents and employees are not entitled to any benefits or entitlements from CalPERS or CalSTRS or from any other civil service agency. Should the consultant, its employees, agents or representatives initiate any legal action or claims for civil service benefits arising out of the work contemplated in this agreement, consultant agrees to defend and indemnify the District against any and all claims or legal actions. JG (Initial here)

#### **6. TAXES; INDEPENDENT CONTRACTOR STATUS**

District shall not withhold or set aside income tax, Federal Insurance Contributions Act Tax, Unemployment Insurance, Disability Insurance, or any other Federal or State funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes. While engaged in carrying out the Services Contractor is and shall be an Independent Contractor, and not an Officer, Employee, Agent, Partner, or joint venture of the District.

CONSULTANT further agrees to indemnify the District, its officers, agents, and employees from any and all liability, costs, expenses, or other damages arising from any legal or administrative proceeding brought by a federal, state, or local jurisdiction to recover unpaid taxes by Consultant.

**7. PAYMENT**

DISTRICT agrees to pay CONSULTANT at a rate of \$4,500.00  
per middle school site \_\_\_\_\_ not to exceed a total of \$9,000.00

(nine thousand dollars \_\_\_\_\_). Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing.

**8. INDEMNIFICATION**

CONSULTANT agrees to defend, indemnify, and hold harmless DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any lawsuit, administrative proceeding, liability, or claim of liability for wrongful death, personal injury, physical bodily injury to persons, mental health injury for emotional distress, contractual liability, employment practices liability, labor law violation, and/or damage to property sustained or claimed to have been sustained arising out of activities of the CONSULTANT, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not.

Additionally, CONSULTANT shall pay for any and all damages to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses that are determined to be caused solely by the negligence of the DISTRICT or any of its agents or employees.

**9. INSURANCE**

CONSULTANT shall be responsible for any damage, loss or other claim arising out of the performance of its services under this Agreement. CONSULTANT shall carry the insurance indicated below throughout the term of this Agreement. The certificate of liability insurance must have Marysville Joint Unified School District, 351 S. Avenue, Marysville Joint, CA 91109, as the Certificate Holder and as additional insured.

As a condition precedent to this Agreement, CONSULTANT shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers with the State of California and with a rating equivalent to an A: VII by A.M. Best Company:



**Check if required**

<input type="checkbox"/>	Commercial General Liability Insurance	Each Occurrence	\$1,000,000
		General Aggregate	\$2,000,000
<input type="checkbox"/>	Automobile Liability Insurance	Each Occurrence – Commercial vehicles	\$1,000,000
		Injury/one death – Personal vehicles	\$15,000
		Injury/multiple death	\$30,000
		Property damage	\$5,000
<input type="checkbox"/>	Sexual Abuse & Molestation	Each Occurrence	\$2,000,000
		General Aggregate	\$2,000,000
		Each Occurrence	\$1,000,000
<input type="checkbox"/>	Professional Liability	General Aggregate	\$2,000,000
<input type="checkbox"/>	Workers' Compensation		Statutory limits
<input type="checkbox"/>	Employer's Liability	Each Occurrence	\$1,000,000

- a. General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 10 01 if CONSULTANT is on DISTRICT premises in connection with the services provided under this Agreement (but this does not include Consultants who come to the District Office to meet with or to deliver reports to District staff).
  - (1) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the DISTRICT, its board, officials, employees, and agents as additional insureds.
  - (2) The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.
  - (3) If CONSULTANT works with or near children, the policy shall include or be endorsed to include abuse and molestation coverage.
- b. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Services provided under this Agreement.
- c. Sexual Abuse & Molestation Insurance in an amount not less than \$2,000,000 per claim an in aggregate if this coverage is applicable to the type of services provided. This coverage is not required of consultants who are not directly working with students.
- d. Professional Liability Insurance in an amount not less than \$1,000,000 per claim and in aggregate if this coverage is applicable to the type of services provided. This coverage is not required of consultants providing teacher training services or grant evaluation.
- e. Workers' Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than \$1,000,000 per accident/disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the DISTRICT and to establish that coverage is primary and that any insurance or self-insurance held by the DISTRICT, its officials, employees and agents shall be excess and shall not contribute to it.

DISTRICT may, at its discretion, require additional coverage or additional limits based upon the nature of the services provided. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the Chief Business Officer or designee.

The coverage and limits required hereunder shall not in any way limit the liability of the CONSULTANT nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the CONSULTANT'S risks hereunder.

**10. FINGERPRINTING**

If DISTRICT determines that the services provided by CONSULTANT involve more than limited contact with students, CONSULTANT agrees that CONSULTANT and/or its employees providing services pursuant to this Agreement shall be fingerprinted as arranged by the DISTRICT before services commence pursuant to California Education Code §45125.1.

**11. TB TESTING**

If DISTRICT determines that the services provided by CONSULTANT involve more than limited contact with students per California Ed Code §49406, CONSULTANT agrees that CONSULTANT and/or its employees providing services pursuant to this Agreement shall submit to DISTRICT a "*TB Risk Assessment Questionnaire*" administered by a licensed health care provider if risk factors are identified, we will require TB testing and examination to determine that the CONSULTANT is free from infectious tuberculosis.

**12. ASSIGNMENT**

CONSULTANT shall not assign or subcontract to any other individual or entity the services to be provided by CONSULTANT to DISTRICT without the prior written approval of DISTRICT.

**13. CONFIDENTIAL INFORMATION**

CONSULTANT agrees to hold DISTRICT'S confidential information in strict confidence and not to disclose such confidential information to third parties without DISTRICT'S prior written consent unless required by court order or as permitted by law. "Confidential information" as used in this Agreement shall mean all information disclosed by DISTRICT to CONSULTANT that is not generally known to the public including, but not limited to, information regarding students that is not "directory information" and/or is not released pursuant to DISTRICT policy (California Education Code §§49073-49079).

**14. WORK PRODUCT**

District is the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind ("Work Product") produced as part of or resulting from this Agreement, and all rights in such Work Product, and no uses

thereof except in CONSULTANT's performance of the Services will be permitted except by express written permission of the District. CONSULTANT acknowledges that this Agreement and its work hereunder, including the Work Product, may be subject to disclosure to the public. With respect to records in the District's or CONSULTANT's possession that may be protected from disclosure by applicable law, CONSULTANT agrees to abide by such law.

This Work Product shall not be divulged or made available to third parties without the prior written consent of DISTRICT, except by court order or as permitted by law.

**15. INTELLECTUAL PROPERTY**

Where appropriate within the scope of work provided by CONSULTANT District shall own all rights, title, and interest to all documents, data, content, software, or other intellectual property developed in accordance with this Agreement. All material and publications developed under this Agreement shall be attributed to District and will include, where appropriate, District's identification and/or logo, as agreed upon by the parties.

**16. DISCRIMINATION**

With respect to all work performed in accordance with this Agreement, the parties and their officers, employees, agents, and volunteers shall not discriminate on the basis of race, color, national origin, ancestry, citizenship, religion, sex, sexual orientation, gender identify or expression, physical or mental disability, pregnancy status, medical condition (cancer related or genetic characteristics), marital status, age, or status as a covered military service member or veteran.

**17. TERMINATION**

The term of this Agreement shall commence on September 9th, 2021 and shall continue through July 29th, 2022. Either party can terminate this Agreement during the term of this Agreement, with or without cause, upon thirty (30) days' written notice of termination. Such written notice shall be sufficient to stop further performance of services by CONSULTANT. In the event of termination prior to the end of the term of this Agreement, CONSULTANT shall invoice the District for any work performed and documented expenses incurred prior and up to the date of termination, and shall promptly return any District property or records, and any copies thereof, in its possession to the District. Termination shall not affect the rights and obligations of the Parties arising prior to the effective date of termination.

**18. FORCE MAJEURE**

CONSULTANT shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Agreement caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided CONSULTANT gives written notice of the cause of the delay to the DISTRICT within 36 hours of the start of the delay and CONSULTANT avails itself of any available remedies.

**19. GOVERNING LAW**

This Agreement shall be governed under the laws of the State of California. Any action to enforce the terms of this Agreement shall be brought in the appropriate court having jurisdiction over matters arising in Los Angeles County, California.

**20. SEVERABILITY**

If any of the provisions of this Agreement are held by a court of law to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall be legal, valid and enforceable.

**21. BOARD APPROVAL REQUIRED**

Agreements shall not be a valid and binding obligation of the District, unless and until executed by both parties and approved or ratified by the District's Board of Education.

**22. WAIVER**

The waiver by DISTRICT of a breach of any provision of this Agreement by CONSULTANT shall not operate or be construed as a waiver of any other or subsequent breach by CONSULTANT.

**23. ENTIRE AGREEMENT**

This Agreement shall incorporate CONSULTANT'S proposal to DISTRICT, shall constitute the entire agreement between the parties relating to the services to be provided to DISTRICT by CONSULTANT as specified in section 1. This Agreement may only be changed by the parties' written mutual agreement.

Contract no.: \_\_\_\_\_  
Board approval date: \_\_\_\_\_

[Consultant Name]:

Marysville Joint Unified School District

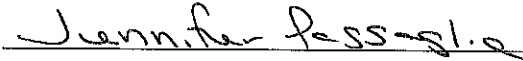
Justin Ghiglia, President

  
\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
MJUSD Designee or Authorized Signature

46-2019981

\_\_\_\_\_  
Taxpayer ID no. or Soc. Sec. Number      Date

  
\_\_\_\_\_

2380 California Street, Apt 402

\_\_\_\_\_  
Street Address

Marysville Joint Unified School  
1919 B Street  
Marysville, CA 95901  
530-741-6000

\_\_\_\_\_  
San Francisco, CA 94115

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
January 26th, 2022

\_\_\_\_\_  
Date

**ORIGINATING SITE/DEPARTMENT:**

\_\_\_\_\_

**Print Department Name**

**INITIALS of Site/Dept. Admin.**

\_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZING CHIEF**

**ACCOUNT(S) TO BE CHARGED:**

Fund/Resource/Goal/Function/Object/Location _____
Funding/Resource Name _____
Fund/Resource/Goal/Function/Object/Location _____
Funding/Resource Name _____

Contract no.: \_\_\_\_\_  
Board approval date: \_\_\_\_\_