



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1a

Meeting Date: October 21, 2021

Subject: Approval/Ratification of Grants, Entitlements, and Other Income Agreements
Approval/Ratification of Other Agreements
Approval of Bid Awards
Approval of Declared Surplus Materials and Equipment
Change Notices
Notices of Completion

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy, Engaged Students; Family and Community Empowerment; Operational Excellence

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements

<p>Estimated Time of Presentation: N/A Submitted by: Rose Ramos, Chief Business Officer Jessica Sulli, Contract Specialist Approved by: Jorge A. Aguilar, Superintendent</p>

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>COLLEGE & CAREER READINESS</u>		
California Department of Education A22-00030	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2019/20	\$81,000 No Match
<p>7/1/21 – 6/30/22: California Partnership Academy (CPA) grants support eight CPAs at four comprehensive high schools. These academies are focused on smaller learning communities that are career-themed. Academies serve students in grades 10-12 and are structured as schools-within-a-school. Academies in the district follow the Linked Learning approach as their model. The curriculum incorporates integrated academic and career technical education, mentoring, and internships. Academy leadership is provided by a committed team of teachers as well as active business and post-secondary partnerships.</p> <p>CPA funds are used to purchase industry specific equipment, software, transportation for field trips and professional learning services. The collaboration between core academic instruction and Career Technical Education helps to produce both college and career ready students. These programs also strengthen relationships with local industry and postsecondary education partners.</p>		
C.K McClatchy:	Criminal Justice Academy	\$81,000

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>COUNSELING SERVICES</u>		
United College Action Network (U-CAN) SA22-00036	<p>7/1/21 – 6/30/22: Implement the College Admissions Preparation (CAP) program designed to support high school students on a successful path to career and college attainment and graduation by assisting students individually and in small groups. Program activities will include participation in college fairs including U-CAN's Annual Historically Black College/University Fair, college/career prep coaching, family engagement sessions, social-emotional weekly check-ins, biweekly equity and inclusion outreach activities (surveys, webinars, Zoom sessions, etc.), case management, and monthly site meetings with administration and counseling staff to share student updates. Program will provide direct support services to all interested and/or referred students at the following sites: C.K. McClatchy, George Washington Carver, Health Professions, Hiram Johnson, John F. Kennedy, Luther Burbank, New Technology, Rosemont, School of Engineering & Science, The Met, and West Campus.</p> <p>All student progress will be documented on the U-CAN Student Data Accountability System which will be discussed and shared with designated site staff during monthly program meetings.</p> <p>U-CAN was selected to provide these services because they have successfully assisted thousands of high school students,</p>	\$150,000 ELO Funds
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

especially underserved, underrepresented, economically and culturally disadvantaged youth in matriculating at four-year Historically Black Colleges and Universities (HBCUs) in Sacramento City Unified, Twin Rivers, Natomas, and San Juan districts as well as others throughout the state.

FACILITIES SUPPORT SERVICES

<p>Verde Design, Inc. SA22-00196</p> <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>10/21/21 – 12/31/22: Verde Design will provide design services to add sports field lighting, PA system, electrical service upgrade, egress lighting and other code related items to the stadium at Hiram Johnson High School. Hiram Johnson is the only comprehensive high school in the District that does not currently have field lighting. Verde Designs was selected for this project because they are highly qualified and because of their familiarity with the site, having first completed athletic assessments of all the District’s comprehensive high schools in 2017 and then designing the athletic field improvements completed at Hiram Johnson in 2019.</p>	<p>\$140,018 Measure Q Funds</p>
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RISK MANAGEMENT

<p>Aurora Environmental SA22-00219</p> <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>9/17/21 – 6/30/22: Provide triennial Asbestos Hazard Emergency Response Act (AHERA) Reinspections per EPA procedures to ensure compliance with Code of Federal Regulations Chapter 40, Part 763 regarding asbestos containing building materials (ACBM) in schools. As part of the reinspection process all ACBM and suspect ACBM will be visually reinspected, reassessed, and the material touched to determine whether it has become friable since the last inspection or reinspection. For each homogeneous area of newly friable material that is already assumed to be ACBM, bulk sample may be collected and submitted for analysis. Reinspections will be performed at 90 sites, including all school buildings owned by the District as well as 4 non-instructional sites.</p> <p>Aurora Environmental has successfully provided hazardous material training and removal, science lab environmental health and safety compliance services, environmental consulting and other industrial hygiene services to the District since 2013. Because of their role in the day-to-day oversight of the District’s hazardous material compliance, Aurora was the firm best suited to provide the services between the two informal proposals received by Risk Management.</p>	<p>\$251,943 Ongoing and Major Maintenance: Restricted Maintenance Funds</p>
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Unrestricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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BUSINESS SERVICES

<p>Crowe, LLP SA22-00150</p> <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2/16/21 – Completion of Services: Ratification is requested for agreement for audit of District financial statements for the year ending June 30, 2021; as well as audit of financial statements of Measures Q & R General Obligation Bonds.</p>	<p>\$166,500 General Fund (\$139,500) Building Fund (\$27,000)</p>
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Grant Award Notification

GRANTEE NAME AND ADDRESS Mr. Jorge Aguilar, Superintendent Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY	PCA	Vendor Number	Suffix
			2021	25220	67439	C0
Attention Mr. Jorge Aguilar, Superintendent			STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office, Categorical Funds			Resource Code	Revenue Object Code	34	
Telephone 916-643-9000			6385	8590	INDEX	
Name of Grant Program California Partnership Academies Program: Career Technical Education Initiative (CTEI)					0615	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$81,000		\$81,000		07/01/2021	06/30/2022
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
<p>I am pleased to inform you that you have been funded for the Criminal Justice Academy (9036) at C.K. McClatchy High School.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) within 10 days of receipt to:</p> <p style="text-align: center;">Cindy Rose, Associate Governmental Program Analyst Career and College Transition Division California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>						
California Department of Education Contact Maria Burright				Job Title Education Programs Consultant		
E-mail Address CPAFiscal@cde.ca.gov				Telephone 916-319-0460		
Signature of the State Superintendent of Public Instruction or Designee 				Date September 15, 2021		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>						
Printed Name of Authorized Agent				Title		
Email Address				Telephone RECEIVED		
Signature ▶				Date SEP 30 2021		

Grant Award Notification (Continued)

The following Grant conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and **returned within 10 working days**.
2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. **No extensions of this grant will be allowed.**
3. The grantee is required to use these funds only for the operation and maintenance of the California Partnership Academy (CPA) at the high school noted in the AO-400 in accordance with the provisions of California *Education Code (EC)* sections 54690 through 54697. These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds, including but not limited to the *EC*. These funds are instructional in nature. These funds may not be used for out-of-state travel expenses.
4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.
5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:
 - The first payment 50 percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.
 - The final payment will be processed after receipt and approval of the CPA Annual Report due October of each year. Maximum reimbursement is based upon the number of qualified students as described in *EC* Section 54691. The amount per qualified student is \$900 for fully implemented program 10-12. The final payment is adjusted based on the number of qualified students not to exceed the maximum grant amount.
 - The End-of-Project (EOP) Expenditure Report is due after all funds have been expended, but no later than 60 days after the end of the grant period. The EOP should include a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a detailed narrative within 90 days from the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and possible reduction of any subsequent years' grants.
6. At least three key staff members from each CPA are required to attend the CPA Conference to be held February 27-March 1, 2022, at the SAFE Credit Union Convention Center in Sacramento. These funds can be used for that purpose.
7. If the grantee terminates its participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other CPA sites.

If you have any questions regarding the CPA requirements of the grant, please contact Maria Burrig, Education Programs Consultant, High School Innovations and Initiatives Office (HSIIO), by phone at 916-319-0460 or by email at CPAFiscal@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Cindy Rose, Associate Governmental Program Analyst, HSIIO, by phone at 916-319-0475 or by email at CPAFiscal@cde.ca.gov.

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
And
UNITED COLLEGE ACTION NETWORK

The Sacramento City Unified School District (“District” or “SCUSD”) and United College Action Network (“U-CAN” or “Contractor”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on July 1, 2021 (“Effective Date”).

Scope of Services: Contractor will implement the College Admissions Preparation (CAP) program designed to support high school students on a successful path to career and college attainment and graduation by assisting students individually and in small groups. Program will provide direct college and career support services to all interested and/or referred high school students in the District (six (6) comprehensive and five (5) small high schools).

Planned Services	Description (see more detail in Exhibit A and Exhibit B)	Participants
<ul style="list-style-type: none"> • 45-50 days of guided engagement/college planning activities, discussions, assistance and support in researching career plan and colleges and completing and submitting college admissions packets. • 110 days of associated prep/case management activities/mentoring and coaching support/assistance. 	<ul style="list-style-type: none"> • 45-50 days for large group, small group, individual, and family sessions (virtual)/hybrid) involving successful high school mentoring and coaching targeted interventions that prepare students for success in careers-based post-secondary options: selection of a-g classes, how to get additional support when needed, career to college selections (how career options support choice of college majors), understanding and preparing for financial support in college, resumes, understanding the FAFSA process and reflecting on options/choices selected. California College Guidance Initiative goals and activities will serve as a model for many of the student career engagement activities of the U-CAN College Admissions Program (CAP) Program. • SEL and Equity and Inclusion sessions, outreach surveys, activities, and follow-ups to support any re-engagements issues students may identify or exhibit. • 110+ days of on/off-site support and follow-up with students, counselors, teachers, families, and college officials, etc. (case management). • Parent/Guardian monthly updates, outreach, and referrals to support and assistance, if needed. 	<ul style="list-style-type: none"> • Serve up to 300 9th to 12th grade students for group and individual sessions/presentations • Case manage a minimum of 125 seniors. (Official case management will begin after the 4th student meeting.)

District/Site Level Program Support:

To provide all services related to the CAP Program goals and activities, District will:

1. Co-host with U-CAN staff/counselor’s meeting for all sites during August-September 2021. *This opportunity will allow U-CAN staff to begin making initial contacts, as well as scheduling future administrative/counselors’ team meetings to share program updates.*
2. Provide designated classroom space for class-size program presentations/meetings and individual sessions conducted during scheduled office hours.
3. Provide a designated CAP Program site administrator or counselor and schedule monthly meetings/communication opportunities to share program updates and proposed program adjustments.
4. Provide a system for student notifications for scheduled U-CAN program activities, via school announcements, passes, website, etc.

5. Provide copies of student transcripts and test scores for scheduled transcript review meetings.

Program Goals:

- Encourage students to see themselves as college bound and instill the belief that college is accessible to everyone,
- Encourage students to assess where they are in their college search and application process and what steps to take to reach their goals of choosing the college that best suits their needs,
- Help students assess their career interests and aspirations and begin researching colleges to pursue those goals,
- Assist students in deeply analyzing their transcripts quarterly, including mandatory and suggestive next steps,
- Assist students and their families to clearly understand the process of college admissions and financial aid, and
- Ensure that students program goals and activities are aligned with District/Departmental Career and College Readiness Goals.

Program Quantifiable Objectives:

1. One hundred percent (100%) of students enrolled in the UCAN CAP Program will receive case-managed services and support, including college application preparation, career interest assessments, college financial aid information/literacy and monthly parental/guardian contacts and updates.
2. Eighty percent (80%) of program students will be introduced and guided through the process of evaluating three (3) or more colleges, as well as completing and submitting a minimum of three (3) applications for admissions to colleges of their choice.
3. Eighty percent (80%) of program students will be introduced and guided through the financial aid process, including the successful completion and submission of their Free Application for Federal Student Aid (FAFSA).
4. One hundred percent (100%) of program students receiving case management services will be supported to complete the College and Career Guidance Initiative Program (CCGI), including the completion of the CCGI Portfolio (career interest inventory and post-secondary plans) or an alternative approved career assessment inventory.
5. Eighty percent (80%) of program students will receive quarterly transcript reviews, including how to calculate grade point average, review of the A-G requirements, and quarterly grade checks. Each session will be followed by both mandatory and suggestive next steps, e.g. better study habits, time management, change classes, request different teacher, tutoring, alternative high school, etc. Staff will work closely with counselors to accomplish this objective.
6. Seventy-five percent (75%) of program students will participate in our weekly Social-Emotional Learning (SEL) Activities and/or our bi-weekly Equity and Inclusion Activities.
7. One hundred percent (100%) of weekly updates will be shared with designated site staff member to ensure that students program goals and activities are aligned with District/Departmental Career and College Readiness Goals
8. One hundred percent (100%) of program students will be required to complete a Request for U-CAN Program Services Form which will also service as both an Opt-in Program Form and a Program Pre-Survey Form. If students decide to opt-out of program services, a Program Opt-Out Form will require a student and parent signature.

All student progress will be documented on U-CAN Student Data Accountability System, which will be discussed and shared with designated site staff during monthly program meetings.

Direct services will include:

- Participation in college fairs, including U-CAN's Annual Historically Black College/University Fair,
- College fairs follow up sessions (including an implementation plan for "next steps")
- College/career prep coaching,

- Family engagement sessions,
- Social-emotional weekly check-ins,
- Bi-weekly Equity and Inclusion Outreach Activities (survey/question responses/podcasts/webinars/zoom sessions, etc.)
- A case management accountability model will be employed to document all program interactions and to monitor all measurable program outcomes, and
- monthly site meetings with designated administrative and/or counseling program contact person to share student updates.

Modes for Delivery of Program Related Services (synchronous and/or asynchronous):

- Bi-weekly large group, class sessions, small group, individual sessions/meetings,
- Bi-weekly posted office hours (3 hours x 2) for student follow-up appointments,
- Scheduled zoom/webinar sessions
- Outreach via text, phone calls, and emails

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. Payment. District Agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: \$15,000 per month of services during the term of the agreement, not to exceed a maximum of One Hundred Fifty Thousand Dollars (\$150,000)

Payment shall be made within 30 days upon submission of monthly invoices for services rendered. Invoices should be sent to Malinda Chambers, Administrative Assistant, at Malinda-chambers@scusd.edu.

- B. Period of Agreement. The term of this Agreement shall be from August 16, 2021 through June 30, 2022. This Agreement may be terminated by the District with or without cause, by providing at least ten (10) days written notice.

The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by Contractor; (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged as bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

- C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, Contractor and each of Contractor employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

- D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and

officers coverages in sums of not less than \$1,000,000 per occurrence. Contractor will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

- E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. Contractor agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The Contractor will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify the Contractor of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

Contractor further agrees and certifies that any employee providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement (or MOU).

- F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* Contractor shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.
- G. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

Accordingly, Contractor agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful

misconduct, negligence, injury or other causes of action or liability proximately caused by Contractor and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. Contractor has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

- H. Use of Facilities. Neither Contractor, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. Contractor's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, Contractor shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to Contractor prior to the execution of this Agreement. Contractor is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. Contractor shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. Contractor waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.
- I. Intellectual Property/Copyright/Trademark/Patent. All materials developed or provided by the Contractor or its agents pursuant to this Agreement, and any know-how, methodologies, equipment or processes used by Contractor to provide the Services to District including, without limitation, all copyrights, trademarks, trade secrets, and other proprietary rights are and will remain the sole and exclusive property of Contractor. Unauthorized copying, reverse engineering, and creating unauthorized derivative works based on such materials are expressly forbidden except as outlined in this Agreement.
- J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.
- K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- M. Assignment. This Agreement is made by and between Contractor and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.

N. Notices. Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:
Sacramento City Unified School District
Attn: Jessica Sulli, Contracts
5735 47th Avenue
Sacramento CA 95824
Email: Jessica-sulli@scusd.edu

Contractor:
United College Action Network
Attn: Barbara Evans, Deputy Director
1600 Sacramento Inn Way Ste 222
Sacramento, CA 95815
Email: bevans@ucangtc.org

O. Entire Agreement. This Agreement constitutes the entire agreement between Contractor and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.

P. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.

Q. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

R. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

S. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____
Rose Ramos
Chief Business Officer

Date

UNITED COLLEGE ACTION NETWORK:

By: _____
Alan H. Rowe
President/CEO

Date

EXHIBIT A
Proposal Activity Details

Month of Service	Activity (Re-engagement presentation/mentoring/coaching Activities, Discussions, College/Financial Aid (FAFSA/SAR) Research, Preparing and Submitting College Application Packets, Student Program Assessments, Transcript reviews, SEL and Equity and Inclusion checks and discussions)	Schools and # of Participants Rosemont, Kennedy, Johnson, Burbank, McClatchy, W. Campus and 5 small high school sites	Rate per day (including Mileage)	Minimum # of Facilitator Days	Total Cost
August-October 2021	5 days campus recruitment/online registration/field trip forms/prep for U-CAN Annual College Fair 2 days Follow-up college fair activities 4 days of group/individual support completing/submitting new FAFSA (1-day PD for FAFSA (Date TBA)	110-250	\$1500	20	\$30,000
November 2021 - January 2022	Monthly: 1 day of on-site group support/presentations 1 day of off-site support, Nov.-Jan. transcript review w/feedback 2 days individual /family case management activities 1 day of prep/follow-up): Adjust schedules to meet needs of specific school population. Jan.-May 9 th , 10 th , and 11 th graders begin college prep activities	110-250	\$1500	30	\$45,000
February-April 2022	Seniors-Begin to review instructions on how to read and analyze the FAFSA Student Aid Report (SAR) as seniors begin to receive reports. April transcript review w/feedback Continue-juniors college prep activities: ACT Info/prep/waivers, college evaluations, CCGI Career Assessments/transcript analysis/mock FAFSA and letters of recommendations	110-250	\$1500	30	\$45,000
May - June 2022	Follow up Feb.-April prep activities. June-Finalize post-secondary plans. Produce and submit EOY Reports	110-250	\$1500	20	\$30,000
Program/Contract Total:				100	\$150,000

EXHIBIT B
Draft Monthly Activities

	<i>October</i>	<i>November</i>
Main Focus	<ul style="list-style-type: none"> • Transcript Review • FAFSA • HS College Planning Guide • UCAN Orientation/Activities (new students) 	<ul style="list-style-type: none"> • Scholarship Search and Prioritizing • UCAN Orientation/Activities (new students)
Student Reengagement Activities	<p>Discussion and Review Topics</p> <ul style="list-style-type: none"> • FAFSA/Financial Aid-Register online and submit • College Application • Review FA Checklist • Repaying Federal Loans • Introduction/Registration for Career Assessments 	<ul style="list-style-type: none"> • Discuss the importance of Letters of Recommendation and How and Who to Ask to Write for You (HO) • Discuss the Importance of Good Character (HO) • Introduction/Registration for Career Assessments
SEL/Equity and Inclusion	<ul style="list-style-type: none"> • See Appendix C for suggested topics and questions for surveys, webinars, zoom/discussion sessions 	<ul style="list-style-type: none"> • See Appendix C for suggested topics and questions for surveys, webinars, zoom/discussion sessions
Out of School Tasks	<ul style="list-style-type: none"> • Complete College Search Worksheet • Begin Formal Scholarship Search 	<ul style="list-style-type: none"> • Continue Working on College Search Worksheet • Continue Formal Scholarship Search
UCAN Follow-up Activities	<ul style="list-style-type: none"> • Plan to meet with Admission Officers schedule visits/conference calls • Plan additional time to meet with students individually and/or families regarding college plans • Track, document and monitor students' college acceptance data 	<ul style="list-style-type: none"> • Plan to meet with Admission Officers schedule visits/conference calls • College Planning Timeline Check • Register for SAT/ACT • Document and tabulate college acceptances and scholarship awards
Other Information Handouts (HO)	<ul style="list-style-type: none"> • How and Who to Ask to Write for You...Letters of Recommendation (HO) • Discuss the "The Importance of Good Character" (HO) 	<ul style="list-style-type: none"> • College Prep Websites
Parent Connections	<ul style="list-style-type: none"> • Share "Elevator Introduction Speech with family 	<ul style="list-style-type: none"> • Contact parents to encourage attendance at site Financial Aid Workshops

EXHIBIT C
Proposed Social Emotional, Equity, and Inclusion Activity Topics

Weekly Social-Emotional, Equity, and Inclusion Activity Topics	
Skills and Competencies	
Week of October 4	How well students are able to persevere through setbacks to achieve important long-term goals (not limited to academics) taking into account their experiences and identities.
October 11	Student perceptions of whether students have the potential to change those factors that are central to their performance.
October 18	How well students manage their emotions, thoughts, and behavior in different situations.
October 25	How well students consider the perspectives of other and empathize with them.
November 1	How much students believe they can succeed in achieving academic outcomes.
November 8	How well students deliberately use strategies to manage their own learning processes generally.
November 15	How much effort students put into school and learning?
December 6	How well students regulate their emotions.
Supports and Environment	
December 13	Perceptions of the overall social and learning climate of the school.
January 10	How strong the social connection is between teachers and students within and beyond the school.
January 17	How much students feel that they are valued members of the school community.
January 24	Perceptions of student physical and psychological safety while at school.
January 31	How diversity, integrated, and fair school is for students from different races, with ethnicities, or cultures.
February 7	How often students learn about, discuss, and confront issues of race, ethnicity, and culture in school.
February 13	How attentive and invested students are in school.
February 21	How much students feel their teachers hold them to high expectations around effort, understanding, persistence, and performance in class.
March 7	How much students feel that an academic subject is interesting, important, and useful.
March 14	How much students feel that school is interesting, important, and useful.
Student Well-Being	
March 21	How frequently students feel positive emotions.
April 11	How frequently students feel challenging emotions.
May 9	How supported students feel through their relationships with friends, family, and adults at school.
Sample Questions	<ol style="list-style-type: none"> 1. What is the biggest challenge you have faced in your life? 2. What is one thing you wish your teacher knew about you? 3. What accomplishments are you most proud of? 4. What do you wish your teacher would know about your experiences of race, ethnicity, or culture at school? 5. What is the most important thing your school can keep doing to support students of different races, ethnicities, and cultures? 6. Thinking about everything in your life right now, what makes you feel the happiest? 7. Thinking about everything in your life right now, what feels the hardest for you? 8. How can teachers or other adult at the school do to better support you?

Exhibit D

Exhibit D
2021-2022 U-CAN College Admissions Preparation (CAP) Program and Additional Support Components

U-CAN College Admissions Program (CAP)		Expanded Deliverables			
		College Admissions (CAP) (Early HS) Program for 9 th and 10 th Grade Students	On-Campus Outreach and Student Support	Social-Emotional Learning (SEL) Activities Outreach	Equity, Diversity, and Social Justice Program Circle
Programs Descriptions/Goals	<p>-Encourage students to assess where they are in their college search and application process, and showing them what steps to take to choose the colleges that best suit their needs</p> <p>-Assist students in putting together a plan for standardized testing</p> <p>-Help students assess their career interests and aspirations and begin researching colleges to pursue those goals</p> <p>-Guide students through the process of completing and submitting applications for admission to schools of their choice</p> <p>-Introduce students to the financial aid process, complete, and submit FAFSA.</p> <p>*See the Expanded Programs for additional program goals</p>	<p>-Encourage students to see themselves as college bound and instill the belief that college is accessible to everyone</p> <p>-Build students' self-motivation to pursue college and help them to build a support network of adult mentors to help them reach program and other post-secondary goals</p> <p>-Encourage students to assess where they are in their college search and application process and what steps to take to reach their goals of choosing the college that best suits their needs</p> <p>-Help students assess their career interests, skills and work values and begin researching colleges to pursue targeted career interests and goals</p> <p>-Assist students in putting together a plan for test preparation, registration (waivers) and taking standardized testing</p> <p>-Assist students and their families to clearly understand the process of college admissions and financial aid</p>	<p>Additional on-site office hours (outreach time) for 9th, 10th, 11th, and 12th students</p>	<p>Ensure students have access to a supportive contact person as they re-engage to site-based or continue a hybrid educational experience. Students will have an opportunity to learn and explore how to master key SEL skills that will lead to more successful and meaningful school and life experiences.</p> <p>SEL focus topics:</p> <ul style="list-style-type: none"> • Self-Discipline, • Perseverance, • Empathy, • Grief and Loss, • Optimism, • Integrity, • Confidence, • Collaboration, • Gratitude, • Resilience 	<p>This is Equity. https://youtu.be/tcPGacPFt6E</p> <p>Ensure students have access to a supportive contact as they re-engage to site-based or continue a hybrid educational experience, as it pertains to feeling safe and discussing feelings, as well as seeking a deeper understanding of social justice topics and current events while successfully navigating the school community</p>
Rationale	<p>To provide college preparation and admissions support and guidance to underserved and underrepresented students.</p> <p>To offer selected wrap-around services to ensure a seamless transition from virtual support to in-person support and assistance for college bound students.</p>	<p>Addition of two (2) new grade level programs for 9th and 10th students post-virtual learning platform.</p>	<p>Increased campus presence for follow-up opportunities for student outreach and focused re-engagement activities. Repeat sessions for initial non-attendees. Most time for outreach attempts. Opportunities to share program success with staff and seek assistance, if needed.</p>	<p>See Programs Descriptions/Goals Above</p>	<p>See Programs Descriptions/Goals Above</p>

Exhibit D
2021-2022 U-CAN College Admissions Preparation (CAP) Program and Additional Support Components

Students Served	Up to 175 9 th -12 th grade students Up to 125 Case-managed 12 th grade students (Early HS Programs will be implemented in 5 group sessions per grade level December, January, February, March, and April)		All program participants	Up to 60 program students Self and staff referrals	Up to 60 program students Self and staff referrals
Days (work/ support/ outreach)	20-25 days Direct Services 29-35 days Support services	10 days Direct Services 5 days Support Services	22 days	18+ days Nine (9) monthly sessions/activities and follow-up contacts offered twice each month	18+ days Nine (9) monthly sessions/activities and follow-up contacts offered twice each month
Focus/ Curriculum	See Attachment of Sample of Monthly Student Activities		n/a	Focus Topics: Self-Discipline, Perseverance, Empathy, Grief and Loss, Optimism, Integrity, Confidence, Collaboration, Gratitude, Resilience	Selected resources for Student Voices activities (Circle Activities/Books-Movie Study Group) Examples: The Hill We Climb-Amanda Gorman, and Just Mercy-Bryan Stevenson, Tristan Strong Punches a Hole in the Sky-Kwame Mbalia. Open to review other selections.
Parent Involvement	<ul style="list-style-type: none"> • U-CAN Program Monthly Newsletter • Invitation to Participate in Selected Program Activities • Program Outreach/Updates via email, text, and phone 			An information flyer will be sent to parents/guardians of program participants, as well as monthly suggestions on how families can support focus topics at home.	An information flyer will be sent to parents/guardians of program participants, as well as monthly suggestions on how families can support focus topics at home.
Staffing	Up to 2.5 FTE College Guidance Specialist (CGS) .20 FTE Program clerical support			.20 FTE CGS .20 FTE Clerical Support Selected approved guest speakers	.20 FTE CGS .20 FTE Clerical Support Selected approved guest speakers
Program Accountability	<ul style="list-style-type: none"> • Student Case-management Files • Activity Attendance Sheets • Student Program Survey Results • Other Selected District Requirements/Request • Program End of Year (EOY) Report 			<ul style="list-style-type: none"> • Student Program Survey Results • Review of Student Projects • Program End of Year (EOY) Report • One (1) Spring Parent Check-in Activity • Conversations with families • Representative sample of student work related to SEL • Student reflections on their SEL growth 	<ul style="list-style-type: none"> • Student Program Survey Results • Review of Student Projects • Program End of Year (EOY) Report • One (1) Spring Parent Check-in Activity

INDEPENDENT CONSULTANT AGREEMENT FOR ARCHITECTURAL SERVICES

This Independent Consultant Agreement for Architectural Services ("Agreement") is made and entered into as of the 1st day of October, 2021, by and between the Sacramento City Unified School District, ("District") and Verde Design, Inc. ("Consultant"), (together, "Parties").

WHEREAS, Government Code section 4526 authorizes the District to contract with any person(s) for the furnishing of architecture, landscape architecture, environmental, engineering, land surveying, and construction project management services on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the District duly determined that it needs some or all of the services to be provided pursuant to this Agreement; and

WHEREAS, the Consultant is trained, experienced, and competent to perform the services required by the District, as needed on the basis set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall provide Architectural Services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing Services under this Agreement upon final execution and will diligently perform as required and complete performance by December 31, 2022 ("Term"), unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form

4. **Compensation.** District agrees to pay Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed One Hundred Thirty-Three Thousand, Three Hundred Fifty Dollars (\$133,350), exclusive of reimbursable expenses. District shall pay Consultant according to the following terms and conditions:

- 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services is as follows:

Phase	Duration	Fee
Phase A – Project Start Up	2 weeks	\$5,100
Phase B – 50% Construction Documents	4 weeks	\$14,600

a. DSA draft submittal	4-6 weeks at DSA	
Phase C – 100% Construction Documents (DSA and BID set)		\$11,000
a. DSA Submittal	6-8 weeks for review	
b. DSA Comments	2 weeks to address	
c. DSA Back Check (Appointment only)	2 weeks out	
Phase D – Construction Administration	TBD	\$13,000
Subtotal Fee:		\$43,700
Subconsultant Fees:		
Electrical Engineer		\$82,830
Structural Engineer		\$6,280
Subconsultant Subtotal		\$89,650

5. **Expenses.** District shall reimburse Consultant for costs or expenses paid or incurred by Consultant in performing Services for District, not to exceed \$6,667.50.
6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
7. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant’s normal business hours, unless Consultant otherwise consents.
8. **Independent Contractor.** Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District’s business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant’s employees.
9. **Performance of Services.**
 - 9.1. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant’s employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

- 9.2. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for Services to California school districts.
- 9.3. **Due Diligence.** Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 9.4. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of Services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 9.5. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 9.6. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9.7. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 9.7.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 9.7.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
10. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
11. **Ownership of Data.** Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Consultant prepared or caused to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant prepares or causes to be prepared pursuant to this Agreement.

In the event the District changes or uses any fully or partially completed documents without Consultant's knowledge or participation or both, the District agrees to release Consultant of responsibility for such changes, and shall hold Consultant harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Consultant is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without Consultant's full involvement, the District shall remove all title blocks and other information that might identify Consultant.

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

13. **Indemnification.**

13.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant ("Claim"). Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties. Whereas the cost to defend the Indemnified Parties charged to the Consultant shall not exceed the proportionate percentage of Consultant's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

13.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 13.1 above. Consultant's obligation pursuant to this Article includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 13.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.

13.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant from amounts owing to Consultant.

14. Insurance.

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

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 1,000,000

14.1.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. Workers' Compensation and Employer's Liability Insurance.

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

14.1.3. Professional Liability (Errors and Omissions).

Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Consultant shall deliver updated certificates indicating the required coverages to the District every policy period. Certificates and insurance policies shall include the following:

- 14.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.2. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 14.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.

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

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

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

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

18. Fingerprinting of Employees. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Although District has determined that fingerprinting is not applicable to this Agreement, Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

18.1. All site visits shall be arranged through the District;

18.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

18.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

18.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;

18.5. Consultant and Consultant's employees shall not use student restroom facilities; and

18.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

19. Confidentiality. Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

20. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission or electronic mail, addressed as follows:

District:

Sacramento City School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Jessica Sulli, Contract Specialist
EML: Jessica-Sulli@scusd.edu

Consultant:

Verde Design, Inc.
2455 The Alameda Ste 200
Santa Clara, CA 95050
ATTN: Mark Baginski, Principal
EML: mark@verdedesigninc.com

Any notice personally given or sent by facsimile transmission or electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

21. **Disputes.** In the event of a dispute between the Parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
22. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

23. **Termination.**

- 23.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.
- 23.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 23.2.1. material violation of this Agreement by Consultant; or
 - 23.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage

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

24. **Integration; Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
25. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.
26. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
27. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
28. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
29. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
30. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
31. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
32. **Validity of Agreement.** This Agreement shall not be a valid contract until it is executed by both Parties, and approved or ratified by the District's Board of Education. Should Consultant begin performing Services in advance of approval by the Board of Education, any Services so performed in advance of the approval date will be provided at the Consultant's risk.
33. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authority and empowered to enter into this Agreement.
34. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

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

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

Sacramento City Unified School District

Verde Design, Inc.

By: _____
Rose Ramos
Chief Business Officer

By: **Mark Baginski**

Mark S. Baginski
Principal

Digitally signed by Mark Baginski
DN: cn=Mark Baginski, o=Verde
Design, ou,
email=Mark@verdedesigninc.com,
c=US
Date: 2021.10.08 08:15:47 -07'00'

Date: _____

Date: 10.07.21

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant will provide design and construction services to add sports field lighting, PA system, service upgrade, egress lighting and other code related items to the existing stadium at Hiram Johnson High School, located at 6879 14th Avenue, Sacramento, CA 95820. The layout of the electrical lines and items will take into consideration the location of future bleachers that will be installed.

SCOPE OF SERVICES

Phase A – Project Start Up

- a. Project kick-off meeting to review project scope, schedule, point of contact.
- b. Review Geotechnical Report.
- c. Establish Base sheets
- d. Coordinate with District a site visit with Verde and ACEE team, review site and infrastructural requirements.
- e. Prepare initial site plan for sports field lighting.
- f. Coordinate with Musco on a lighting layout and Dark Sky's Compliant lighting design.

Phase B – 50% Construction Documents

- a. Prepare 50% Construction documents based on approved plan
 - i. Cover Sheet
 - ii. Accessibility Plan
 - iii. Existing Condition Plan
 - iv. Material Plan
 - v. Construction Detail Plans
 - vi. Electrical Plans and Details
 - vii. Musco Lighting Plan
 - viii. Structural Plans and Details
- b. Coordinate with all subconsultants
- c. Prepare technical specifications for scope of work items.
- d. Prepare an Estimate of Probable Costs – identify DSA fees based on cost of work.
- e. Provide internal QA/QC process
- f. Revise plans for submittal preparation to District for review and comment.
- g. Revise plans per District comments
- h. Prepare initial DSA applications and make preliminary DSA Submittal.
- i. Project administration

Phase C – 100% Construction Documents (DSA Submittal)

- a. Initiate 100% Plans, specifications and estimate package for DSA Full Review
- b. Provide internal QA/QC process
- c. Revise plans for submittal preparation to District for review and comment.
- d. Revise plans per District comments
- e. Prepare full DSA Submittal.
- f. Respond to any DSA comments.
- g. Attend DSA backcheck Bluebeam meeting for approval.

Phase D – Construction Administration

- a. Pre-bid meeting
- b. Prepare addenda
- c. Review Bid
- d. Construction meetings/Site Observations – four (4)

- e. Change Order /RFI's
- f. Contractor Questions/Coordination
- g. Conference Calls
- h. Punch Lists (2)
- i. Project Close-out
- j. Project Administration

SUBCONSULTANT SERVICES:

Ahern Know and Hyde – Structural Engineer and DPIRC

- a. Provide structural input for footings.
- b. Act as Design Professional In Responsible Charge

ACEE – Electrical Engineering Services

- a. Engineering design new power, data, pedestrian/emergency egress and sports field lighting.
- b. Provide 50% CD,100% CD (Bid Set) Submittals
- c. Prepare technical specifications and engineering cost estimate.
- d. Bidding and Construction administrative support
 - i. Respond to bidder's questions during bidding period.
 - ii. Respond to RFI's, review submittals and shop drawings.
 - iii. Review contract change order requests.
 - iv. Site visits for punch walk and back-check.

Musco Lighting – Sports Field Lighting Services

- a. Provide consulting serves to layout and engineer sports field light for the new track and field stadium. The design includes control systems and LED fixtures.

1.1. Basic Services.

1.1.1. Consultant shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Consultant shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.

1.1.2. Consultant will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Consultant shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Consultant shall track for District's benefit all such suggested and disclosed information.

1.2. Construction Oversight Process. Prior to commencement of construction, Consultant shall:

1.2.1. Ensure that the Project Inspector is approved by the DSA prior to requesting issuance of project inspections cards.

- 1.2.2. Request issuance of the proper number of project inspection cards from DSA after the construction contract has been awarded and provide project inspection cards to the Project Inspector.
 - 1.2.3. Prepare the Statement of Structural Tests and Special Inspections and submit to DSA. Then provide approved forms to the Project Inspector and Laboratory of Record.
 - 1.2.4. Prepare Contract Information form (form DSA-102 or more current) for all construction contracts and submit to DSA.
- 1.3. **Observation of the Construction.** Consultant shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the Consultant or its qualified representative to observe construction.
- 1.4. **Interim Verified Reports.** Consultant shall submit an interim Verified Report (form DSA 6-AE or more current form) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine sections of form DSA-152 prior to the Project Inspector signing off that section of the project inspection card.
- 1.5. **Final Verified Report.** Consultant shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project, (2) work on the Project is suspended for a period of more than one month, (3) the services of the Consultant are terminated for any reason prior to completion of the Project, or (4) DSA requests a Verified Report.

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: OCTOBER 7, 2021

Proper Name of Consultant: VERDE DESIGN INC

Signature: Mark Baginski
Digitally signed by Mark Baginski
DN: cn=Mark Baginski, o=Verde Design, ou,
email=Mark@verdedesign.com, c=US
Date: 2021.10.08 07:56:09 -0700

Print Name: MARK BAGINSKI

Title: PRINCIPAL

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Services under this Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Agreement:

The Work on the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with the District pupils or (ii) Consultant’s employees or any subcontractor or supplier of any tier of the Agreement will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant’s employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant under the Agreement.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative’s Name and Title: _____

District Representative’s Signature: _____

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s Services under this Agreement and Consultant, who is not a sole proprietor, certifies its compliance with these provisions as follows: “Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s Services under this Agreement and Consultant, who is a sole proprietor, certifies its intent to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Consultant’s employees who may have contact with District pupils in the course of providing Services pursuant to the Contract, and hereby agrees to the District’s preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Consultant’s fingerprints as if he or she was an employee of the District.

Date: _____

District Representative’s Name and Title: _____

District Representative’s Signature: _____

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

- The installation of a physical barrier at the worksite to limit contact with pupils.
- Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- Surveillance of Employees by District personnel.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

Consultant's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: OCTOBER 7, 2021

Name of Consultant: VERDE DESIGN INC

Signature: Mark Baginski
Digitally signed by Mark Baginski
DN: cn=Mark Baginski, o=Verde Design, ou=
email=mark@verde-design.com, c=US
Date: 2021.10.08 07:56:43 -0700

Print Name and Title: MARK BAGINSKI, PRINCIPAL



2199 Norse Drive, Suite B, Pleasant Hill, CA 94523
Phone (925) 689-2174 • Fax (855) 710-6294

August 13, 2021

Proposal: P0839-A

Ms. Keyshun Marshall
Coordinator II, Risk & Disability Management
Sacramento City Unified School District
5735 – 47th Avenue
Sacramento, CA 95824

Re: Proposal for AHERA Three Year Re-Inspections & Recordkeeping for 90 Sites

Dear Ms. Marshall:

Aurora Environmental Services, Inc. (Aurora) appreciates the opportunity to submit this proposal to assist Sacramento City Unified School District (SCUSD) with conducting AHERA Re-Inspections at SCUSD schools and facilities. The objective of this project is to provide 3-year Asbestos Re-inspections following the EPA publication titled *A Guide to Performing Re-inspections Under the Asbestos Hazard Emergency Response Act (AHERA)* to ensure compliance with 40 CFR 763, subpart E to Appendix C, Asbestos Hazard Emergency Response Act (AHERA).

This proposal covers 90 SCUSD sites, including 46 elementary schools, 23 middle schools, 16 high schools and four “Other Sites” including Facilities and Maintenance & Operations buildings. Please see SCUSD District-Wide site list attached.

Aurora personnel wear company uniforms to ensure that school personnel readily identify them. Furthermore, to comply with the Michele Montoya Act, Aurora certifies that all employees assigned to SCUSD are permitted to work on school sites, around children, and have been cleared under California Law and the Education Code, including fingerprint clearance through the California Department of Justice.

1.0 Scope of Work

Sacramento City Unified School District is interested in conducting AHERA re-inspections to ensure compliance with 40 CFR 763, subpart E to Appendix C, Asbestos Hazard Emergency Response Act (AHERA). Aurora will assist SCUSD in achieving this goal by providing services in the following areas:

- 1) Existing Document Review
- 2) Re-Inspection Field Work
- 3) AHERA Reporting

2.0 Program Implementation Work Plan

Aurora will assign a Sr. Project Manager with the qualifications, training, experience, and educational background to oversee items 1-3 listed above in the Scope of Work. The Sr. Project Manager is responsible for the quality assurance/quality control of the on-site activities and reporting. To initiate the project efforts, Aurora will take Steps 1-3 below in a systematic approach to lay the foundation for a successful, cohesive, and compliant program.

Step 1 – Existing Document Review

Aurora will first review the following documents, if available:

- Previous AHERA 3-year re-inspection reports
- Asbestos assessment reports and design drawings from modernization projects
- Asbestos abatement records
- Manufacturer “Asbestos Free” letters for all “New” Portables.

Aurora requests that the documents be provided in electronic versions when available, hard copy if no electronic version is available. As per regulatory requirements, suspect building materials that do not have SDSs, Architectural/Contractor, Manufacturer, or laboratory analytical results designating them as “Asbestos-Free” must be designated as “assumed” to contain asbestos until laboratory analytical results prove otherwise.

Step 2 – Re-Inspection Field Work

Aurora’s State of California certified staff will conduct site visits to all 90 locations on the SCUSD District-Wide site list to catalogue and assess conditions of asbestos-containing building materials (ACBM) as defined in AHERA. Aurora will need access to all interior areas of the buildings, including but not limited to classrooms, restrooms, offices, storage areas, common areas (example, cafeterias and MPRs), heater/custodial closets, attics, and crawl spaces, etc.

Areas not accessible at the time of the scheduled site visits will be deemed inaccessible in the 3-year re-inspection documentation/database. Aurora requests to be provided with access keys for each site or that a district staff member open all areas for access. Site visits will be conducted before/after school hours on the weekdays, weekends, and holidays if access is available.

For each Re-Inspection Aurora will:

- Visually inspect and assess the condition of all known or assumed Asbestos Containing Building Material (ACBM) at each site.
- Access all areas, including, but not limited to classrooms, restrooms, offices, MPRs, heater closets, custodian closets, attic spaces, and crawl spaces.
- Identify homogenous areas with material that has become friable since the last inspection or re-inspection. Only materials that are uniform in color, texture, and size will be considered homogeneous.

Step 3 – AHERA Reporting

Aurora will:

- Submit re-inspection reports to the SCUSD for inclusion into the District’s AHERA Management Program Manual.
- Identify in the re-inspection reports homogeneous areas consistent with the terms and intent of AHERA.
- Include the identification of both negative and positive sample results in reporting.
- Submit the re-inspection reports in a user-friendly document that, when reviewed by parents, teachers, or other interested parties, clearly identifies the types, locations, amounts and condition of the following: a) Any ACBM that is assumed to be ACM (Asbestos Containing Materials); b) Any materials that were sampled and determined to be non-asbestos, and c) Any material that was sampled and determined to be ACM.
- Ensure all reporting will be signed by an inspector and/or management planner who contributes to the reinspection.
- Provide an electronic copy of each site report.
- Review or revise the management plan, as necessary if provided by the District.
- Review any previous inspection or reinspection report(s) and any response action records to verify that the quantities and locations of ACM are updated.
- Review and verify that all recordkeeping requirements are met pursuant to 763.94 including: a) A current person statement, b) Dated copies of annual notifications and method of notification, c) Training records, d) Periodic surveillance records, e) Response action records, f) Outside contractor notification.
- Provide responsive action recommendations that are consistent with AHERA pursuant to 763.93(b) in the final report.

3.0 Proposed Fee and Exclusions

Aurora’s proposed fee for the steps 1-3 listed above in the scope of work is a lump sum fee of \$251,943.

Roofs and exterior areas not included in the AHERA regulations will not be assessed. It should be noted that the documentation provided by Aurora for this project cannot be used for compliance with Sacramento Metropolitan Air Quality Management District (SMAQMD) or OSHA survey requirements for renovations or demolitions, since AHERA excludes some materials/areas from its regulations. Also excluded are assessments/inspections for other regulated materials, such as lead, PCBs, universal waste (UW), underground storage tanks (UST’s), chemical or other potentially hazardous materials.

4.0 Option to Transition to an Automated Asbestos Management Program

Aurora is prepared to assist the SCUSD in transitioning the volume of data onto an automated asbestos management program. The automated Program will house in one place the SCUSD’S current and historical data pertaining to AHERA inspections per site, semi-annual visual assessments, sampled areas/tested materials, laboratory results, and maps of assumed and confirmed areas containing asbestos materials.

By removing traditional manual record-keeping practices the automated Program will alleviate SCUSD staff from countless hours of manual labor in search of data kept in binders, and different computer drives, and by the click of an icon on their desktop, District Authorized User staff will have available to them queried asbestos data per site, building, kitchens, hallways, and closets, etc.

The automated asbestos data is key to a successful Asbestos Management Program that requires ongoing maintenance. Additionally, the Bond program management team will also benefit by using this tool on modernization and renovation projects. The automated Program can identify through clicks of a mouse and in an instant targeted total square footage for flooring or kitchen projects districtwide having presumed or asbestos containing materials accurately. The Program instantly calculates the total square footage for materials sampling or testing, or the estimated cost of asbestos abatement activities for budgetary purposes.

Documentation pertaining to asbestos abatement activities such as air monitoring and clearance, project closeout, regulatory permits, training records, abatement contractor health and safety medical records, etc. for projects involving renovation and modernization are uploaded into the Program for ongoing management, and easy access minimizing liability exposure. All in all the automated system Aurora can help implement has tremendous potential, flexibility and will ease the District's burden of having to manage the asbestos program in the traditional sense. An initial automated asbestos management program investment is required and is not included in this proposal. However, the cost associated with implementation becomes a worthy investment in future required inspections cost savings.

5.0 Terms and Conditions

1. This proposal is valid for a period of 60 days.
2. The work proposed in this proposal is limited to the sites listed in **1.0 Scope of Work**.
3. Laboratory fees incurred as requested will be billed at cost plus 15% markup.
4. Progress payment invoices will be submitted on a bi-weekly basis for completed work.
5. Payment terms are net 30 days.

Ms. Marshall, thank you again for allowing us to submit this proposal. Aurora is looking forward to providing SCUSD with highly responsive and professional services. If you have any questions involving this proposal, please do not hesitate to contact me at (925) 689-2174.

Sincerely,



Mabel Delgado
President & CEO



2199 Norse Drive
 Suite B
 Pleasant Hill, CA 94523

Proposal

Name / Address
Sacramento City USD Ms. Keyshun Marshall Coordinator, Risk & Disability Mgmt. 5735 - 47th Avenue Sacramento, CA 95824

Date 8/13/2021
 Proposal No. P0839-A
 Job Type: FFP

Proposal is good for 60 days.

Please sign and email this approved proposal and a purchase order to kcasey@auroraesi.com for project scheduling.

Qty	Description	Unit Price	Total
1	<p>SCOPE OF WORK: AHERA INSPECTIONS - TRIENNIAL REINSPECTIONS</p> <p>40 CFR part 763.85 (b) requires all Asbestos Containing Building Materials and Suspect Asbestos Containing Building Materials be visually reinspected, reassessed, and the material touched to determine whether it has become friable since the last inspection or reinspection. For each homogeneous area of newly friable material that is already assumed to be ACBM, bulk sample may be collected and submitted for analysis.</p> <p>Locations: 90 sites as identified on the next page.</p>	251,943.00	251,943.00

Invoices will have a 1% discount if paid 10 days from the date of invoice, or Net 30	Total
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2199 Norse Drive
Suite B
Pleasant Hill, CA 94523

Proposal

Name / Address
Sacramento City USD Ms. Keyshun Marshall Coordinator, Risk & Disability Mgmt. 5735 - 47th Avenue Sacramento, CA 95824

Date 8/13/2021

Proposal No. P0839-A

Job Type: FFP

Proposal is good for 60 days.

Please sign and email this approved proposal and a purchase order to kcasey@auroraesi.com for project scheduling.

Qty	Description	Unit Price	Total
	<p>LOCATIONS:</p> <p>HIGH SCHOOLS (16 sites): American Legion HS, A. Benjamin Health Professions HS, Capital City School K-12, C.K. McClatchy HS, G. W. Carver School of Arts & Science HS, H. Johnson HS, J. F. Kennedy HS, Kit Carson International Academy (7-12), L. Burbank HS, Rosemont HS, Sacramento Accelerated Academy HS, Sacramento Charter HS, Sacramento New Technology HS, School of Engineering & Sciences MS/HS, The Met Sacramento HS, West Campus HS</p> <p>MIDDLE SCHOOLS (23 sites): A.M. Winn Public Waldorf K-8, A. Einstein MS, A. Birney Public Waldorf K-8, California MS, California Montessori Project – Capitol Campus K-8, Capitol Collegiate Academy K-8, Fern Bacon MS, Fr. Keith B. Kenny K-8, G. F. Didion K-8, Growth Public Schools K-8, John Morse Therapeutic Center K-8, John Still K-8, Language Academy of Sacramento K-8, Leonardo da Vinci K-8, M.L. King Jr. K-8, Oak Park Prep MS, Rosa Parks K-8, S. Brannan MS, Sol Aureus College Preparatory K-8, St. HOPE Public School, Success Academy, Sutter MS, W.C. Wood MS</p> <p>ELEMENTARY SCHOOLS (47 sites): Abraham Lincoln ES, Bowling Green Charter Chacon Language & Science Academy K-6, Bowling Green Charter McCoy Academy ES, Bret Harte ES (K-6), Caleb Greenwood IB World School ES (K-6), Camellia Basic ES (K-6), Capitol Heights Academy K-5, Caroline Wenzel ES, Cesar E. Chavez ES (4-6), Crocker/Riverside ES, David Lubin ES, Earl Warren ES (K-6), Edward Kemble ES, Elder Creek ES, Ethel I. Baker ES, Ethel Phillips ES, Golden Empire ES, H.W. Harkness ES (K-6), Hollywood Park ES, Hubert H. Bancroft ES (K-6), Isador Cohen ES, James W. Marshall ES, John Bidwell ES, John Cabrillo ES, John D. Sloat ES (K-6), Leataata Floyd ES, Mark Twain ES, Matsuyama ES, New Joseph Bonnheim Community Charter ES, Nicholas ES, O.W. Erlewine ES, Oak Ridge ES, Pacific ES (K-6), Parkway ES, Peter Burnett ES, Phoebe Hearst ES, Pony Express ES, Sequoia ES, St. HOPE Public School 7 ES, Susan B. Anthony ES, Sutterville ES, Tahoe ES (K-6), Theodore Judah ES (K-6), Washington ES (K-6), William Land ES, Woodbine ES, Yav Pem Suab Academy ES</p> <p>OTHER SITES (4 sites): Facilities, Transp. Yard/Warehouse, District Office, Maint. & Ops. Yard</p>		

Invoices will have a 1% discount if paid 10 days from the date of invoice, or Net 30

Total **\$251,943.00**

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

District-Wide Site List

HIGH SCHOOLS		
1. American Legion HS	7. John F. Kennedy HS	13. Sacramento New Technology HS
2. Arthur A. Benjamin Health Professions HS	8. Kit Carson International Academy (7-12)	14. School of Engineering & Sciences MS/HS
3. Capital City School K-12	9. Luther Burbank HS	15. The Met Sacramento HS
4. C.K. McClatchy HS	10. Rosemont HS	16. West Campus HS
5. George Washington Carver School of Arts & Science HS	11. Sacramento Accelerated Academy HS	
6. Hiram Johnson HS	12. Sacramento Charter HS	
MIDDLE SCHOOLS		
17. A.M. Winn Public Waldorf K-8	25. Genevieve F. Didion K-8	33. Rosa Parks K-8
18. Albert Einstein MS	26. Growth Public Schools K-8	34. Sam Brannan MS
19. Alice Birney Public Waldorf K-8	27. John Morse Therapeutic Center K-8	35. Sol Aureus College Preparatory K-8
20. California MS	28. John Still K-8	36. St. HOPE Public School 7 (6-8)
21. California Montessori Project – Capitol Campus K-8	29. Language Academy of Sacramento K-8	37. Success Academy 4-8
22. Capitol Collegiate Academy K-8	30. Leonardo da Vinci K-8	38. Sutter MS
23. Fern Bacon MS	31. Martin L. King Jr. K-8	39. Will C. Wood MS
24. Fr. Keith B. Kenny K-8	32. Oak Park Prep MS	
ELEMENTARY SCHOOLS		
40. Abraham Lincoln ES	56. Golden Empire ES	72. Pacific ES (K-6)
41. Bowling Green Charter Chacon Language & Science Academy K-6	57. H.W. Harkness ES (K-6)	73. Parkway ES
42. Bowling Green Charter McCoy Academy ES	58. Hollywood Park ES	74. Peter Burnett ES
43. Bret Harte ES (K-6)	59. Hubert H. Bancroft ES (K-6)	75. Phoebe Hearst ES
44. Caleb Greenwood IB World School ES (K-6)	60. Isador Cohen ES	76. Pony Express ES
45. Camellia Basic ES (K-6)	61. James W. Marshall ES	77. Sequoia ES
46. Capitol Heights Academy K-5	62. John Bidwell ES	78. St. HOPE Public School 7 ES
47. Caroline Wenzel ES	63. John Cabrillo ES	79. Susan B. Anthony ES
48. Cesar E. Chavez ES (4-6)	64. John D. Sloat ES (K-6)	80. Sutterville ES
49. Crocker/Riverside ES	65. Leataata Floyd ES	81. Tahoe ES (K-6)
50. David Lubin ES	66. Mark Twain ES	82. Theodore Judah ES (K-6)
51. Earl Warren ES (K-6)	67. Matsuyama ES	83. Washington ES (K-6)
52. Edward Kemble ES	68. New Joseph Bonnheim Community Charter ES	84. William Land ES
53. Elder Creek ES	69. Nicholas ES	85. Woodbine ES
54. Ethel I. Baker ES	70. O.W. Erlewine ES	86. Yav Pem Suab Academy ES
55. Ethel Phillips ES	71. Oak Ridge ES	
OTHER SITES		
87. Facilities	88. Transportation Yard/Warehouse	89. District Office
90. Maint. & Ops.		

STANDARD SERVICES AGREEMENT

This Agreement (“Agreement”) is between Sacramento City Unified School District (“Client”), located at 5735 – 47th Avenue, Sacramento, CA 95824 and Aurora Environmental Services, Inc. (“Consultant”), located at 2199 Norse Drive, Suite B, Pleasant Hill, CA 94523.

TYPE OF AGREEMENT:

WHEREAS, Consultant is in the business of providing environmental consulting, hazardous waste management and industrial hygiene services and is willing to provide Asbestos Hazard Emergency Response Act (AHERA) consulting services to the Client:

WHEREAS, Client desires to utilize Consultant’s services as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1.0 SCOPE OF WORK

Consultant shall provide an Asbestos Hazard Emergency Response Act (AHERA) Triennial Inspection of district sites for the established fees in the attached proposal.

2.0 GENERAL TERMS AND CONDITIONS

2.1 The general terms and conditions of this Agreement are set forth in Appendix A.

3.0 PERIOD OF PERFORMANCE

3.1 The period of performance for this Agreement shall be for a period of one (1) fiscal year. This Agreement shall be effective September 17, 2021 through June 30, 2022.

4.0 FEES AND PAYMENT

4.1 Fees will be in accordance with the rates listed in Aurora Environmental Services, Inc. proposal noted below for Asbestos Hazard Emergency Response Act (AHERA) Inspection Services. Such fees shall not exceed the fee for each fiscal year listed.

- Proposal P0839-A (2021-22 FY) - \$251,943

4.2 Payments terms are 30 days net.

5.0 NOTICE

5.1 Any notice given by either party shall be in writing and shall be deemed given, three (3) days after deposited in the United States mail, postage prepaid, certified return receipt requested, or upon actual delivery to the other party at the following addresses:

To Client:

Sacramento City USD
Ms. Keyshun Marshall
5735 – 47th Avenue
Sacramento, CA 95824

To Consultant:

Aurora Environmental Services, Inc.
Ms. Mabel Delgado
150 Executive Park Blvd., Suite 4650
San Francisco, CA 94134

6.0 ENTIRE AGREEMENT

6.1 Both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire agreement between parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modification or waiver is sought to be enforced.

IN WITNESS WHEREOF, Client and Consultant have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

FOR: CLIENT

FOR: CONSULTANT



Rose Ramos, Chief Business Officer

Mabel Delgado, President & CEO

September 17, 2021

Date

Date

APPENDIX A

GENERAL TERMS & CONDITIONS

1. CONSULTANT'S RESPONSIBILITIES.

Consultant/Contractor ("Consultant") shall perform the Services utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

2. **CLIENT'S RESPONSIBILITIES.** The Client shall provide to Consultant such data as may be reasonably available to Client and as may be required by Consultant to properly perform the Services. Client shall provide if required historical AHERA and lab reports, and current site drawings. Client shall provide site access at such times as may reasonably be required by Consultant and shall make timely payments in accordance with the terms of this Agreement.

To the extent Client has access to information relating to the Services to be performed, Client shall provide such information as is reasonably available and appropriate for the efficient performance of the Services ("Information"). Such Information includes, but is not limited to, available site history and the identification, location, quantity, concentration and character of known or suspected hazardous conditions, wastes or substances that are likely to pose a significant risk to human life, health, safety or to the environment. Contractor shall be entitled to rely upon the Information provided by the Client, the Client's agents, or from generally accepted sources, without independent verification except to the extent set forth herein and shall bear no liability arising from such reasonable reliance.

3. **COMMENCEMENT AND COMPLETION OF THE SERVICES.** The Services shall commence and shall be completed on the respective dates specified in this Agreement or, in the absence of such specification, as soon as good practice and due diligence reasonably permit.

4. **PROPRIETARY INFORMATION.** Proprietary confidential information ("Proprietary Information") developed or disclosed by either party under this Agreement shall be clearly labeled and identified as Proprietary Information by the disclosing party at the time of disclosure. When concurrent written identification of Proprietary Information is not feasible at the time of such disclosure, the disclosing party shall provide such identification in writing promptly thereafter. Oral communications pertaining to the Services shall be presumed to be Proprietary Information unless otherwise indicated by the disclosing party.

Proprietary Information shall not be disclosed to any other person except to those individuals who need access to such Proprietary Information as needed to ensure proper performance of the Services.

Neither party shall be liable for disclosure or use of Proprietary Information which: (1) is generally available to the public without breach of this Agreement; (2) is disclosed

with the prior written approval of the disclosing party; or (3) is required to be released by law or court order.

Each party shall return all Proprietary Information relating to this Agreement to the disclosing party upon request of the disclosing party or upon termination of this Agreement, whichever occurs first. Each party shall have the right to retain a copy of the Proprietary Information for its internal records and subject to the restrictions set forth in this Section. This Section shall survive termination of this Agreement.

5. **DELIVERABLES.** Upon payment in full for the Services, and unless otherwise stated herein, deliverables, analyses and reports developed under this Agreement ("Deliverables") shall be the property of the Client. The Consultant shall not disclose the Deliverables relating to the Services to a third party without the prior written authorization of the Client. Client shall be solely responsible for any disclosure of the Deliverables which may be required by law and agrees to indemnify and hold Consultant harmless for any loss resulting from Client's failure to make such disclosure. Where applicable law requires immediate disclosure by the Consultant, Consultant shall make its best efforts to give prior notice to Client. At Client's request and expense, Consultant will assist the Client in making such disclosures as may be required by law.

Notwithstanding the foregoing provisions of this Clause the Client acknowledges that in the course of its performance under the Contract the Consultant may use products, materials and methodologies proprietary to the Consultant, and the Client agrees that it shall have or obtain no rights in such proprietary products, materials and methodologies except pursuant to a separate written agreement (if any) executed by the parties.

Client shall indemnify Consultant against any liability related to Deliverables that have been changed without Consultant's written approval or have been used for a purpose not expressly authorized by Consultant in writing under this Agreement. Ownership in the Deliverables shall pass upon payment of the related invoice. Under no circumstances is the Client or anyone acting through, with, or on behalf of the Client, permitted to use any Deliverable (of other work product of consultant or its employees or subconsultants under this Agreement) in connection with any sale or offering for sale of securities, including without limitation stock, bonds, notes or any other instruments or transactions which call for investments, loans or other transfers of money to Client without Consultant's prior written authorization. Client will indemnify and hold harmless Consultant, its directors, officers, employees, agents and subconsultants from any loss, claim, suit, expenses or other cost (including attorneys and court costs and any other costs of investigation, defense and consulting) which may be incurred in connection with any violation of this provision.

6. ACCEPTANCE. Client shall have ten (10) days to reject all or part of each Deliverable. Each Deliverable, to the extent not rejected in writing by Client, shall be deemed accepted.

7. PAYMENT TERMS. Progress Invoices may be submitted upon completion of the first phase and are due within 30 days. Unpaid balances shall be subject to interest at the rate of 1% per month on the unpaid balance or the maximum rate permitted by law, whichever is less, starting 30 calendar days from the invoice date. Payments received will first be applied to accrued interest, with the balance to be applied to any unpaid fees. Timely payment is a material part of the consideration for the performance of the Services.

In the event that payment has not been made in accordance with the terms of this Agreement, in addition to any other remedy, which Consultant may have under law or equity, Consultant may stop work, and/or terminate this Agreement. Client shall indemnify Consultant for all reasonable cost, including actual attorney fees and related costs, necessary to obtain full and proper payment.

8. FEES AND PROMPT PAYMENT DISCOUNT. Fees shall not exceed \$251,943. Provided Client is in full compliance with all other terms of this Agreement, for contracts in excess of \$10,000, Client shall be entitled to a prompt payment discount of one percent (1%) of the amount of any invoice for which full payment is received within ten (10) calendar days from the date on the invoice.

9. CONTRACT CEILING PRICE. For time and material and unit price contracts with a contract ceiling, if at any time Consultant has reason to believe that an increase in such limitation will be necessary, it will give prior notice to that effect providing a written estimate to complete the Services and proposing a new limitation figure and giving appropriate supporting data so that Client may, at its sole discretion, increase such limitation by written modification to this Agreement.

Consultant shall not be required to perform the Services to the extent that such performance exceeds the ceiling price of this Agreement. In the event of a dispute relating to the contract ceiling price, such dispute shall be resolved in accordance with the Disputes clause of this Agreement.

10. CURRENCY OF PAYMENT. Unless otherwise set forth in this Agreement, all payments shall be in United States Dollars (\$US). Where exchange rates are involved, the rate of exchange between \$US and the other currency involved in the transaction shall be the rate of exchange as of the date of invoice. The date of each invoice shall be clearly marked on each invoice.

11. LIMITATIONS OF LIABILITY. In no event shall Consultant be liable for any incidental special or consequential damages whatsoever (including but not limited to lost profits or interruptions of business) arising out of or related to the services provided under this Agreement even if

advised of the possibility of such damages.

12. HEALTH & SAFETY. Client shall notify Consultant of any known or suspected hazards existing at any site where the Services are to be provided, including but not limited to hazardous waste or substances and underground utilities.

13. CONFLICT OF INTEREST. The Client acknowledges that the Consultant provides similar services for a broad range of other clients and agrees that Consultant shall be free to work for other clients in matters that do not involve the use of any Proprietary Information that has been disclosed by the Client under the terms of this Agreement or do not directly relate to the specific Services provided by the Consultant to the Client under this Agreement.

14. TERMINATION. This Agreement may be terminated in whole or in part by the Client in writing at any time during the period of performance due to lack of performance. Upon receipt of notice of termination or partial termination from Client, the Consultant shall immediately cease performance of the Services to the extent set forth in the termination notice and shall take all reasonable steps to minimize costs relating to such termination. Client shall pay for Services rendered through the date of termination, plus reasonable termination costs.

15. FORCE MAJEURE. Neither party shall be responsible for any delay or failure in performance, except obligations to make payments hereunder for work previously performed, to the extent that such delay or failure was caused by a force majeure event including Act of God, war, civil disturbance, governmental action, labor dispute unrelated to and without fault or negligence of the party claiming the force majeure event, computer virus or denial of access to the site or any other event beyond the reasonable control of the claiming party.

Performance under this Agreement shall resume promptly once the cause of delay or failure ceases and an equitable adjustment shall be made to the price and/or schedule of the Services including any mobilization or demobilization costs of Consultant.

16. CHANGED CONDITIONS. The discovery of any hazardous waste or substance, underground obstruction, underground utilities or other latent obstruction to the performance of the Services to the extent that such conditions are not the subject of the Services as defined in the Scope of Work, and to the extent that such conditions were not brought to the attention of the Consultant prior to execution of this Agreement, or any change in law that materially affects the obligations or rights of either party under this Agreement, shall constitute a materially different site condition entitling the Consultant to an equitable adjustment in the contract price, time of performance, or both, as appropriate or Consultant may terminate this Agreement as a result of such changes or conditions.

17. CHANGES TO THE SERVICES. The Client

may direct changes within the general Scope of Work. Upon notification of such direction, the Consultant shall prepare an estimate of the additional cost and time required, if any, to perform the change. Upon mutual written agreement in writing, Consultant shall perform the change and an equitable adjustment shall be made to the price and/or time schedule as appropriate.

18. INSURANCE. During the term of this Agreement, Consultant shall maintain the following insurance coverage and limits of liability.

a. Worker's Compensation Insurance within applicable statutory limits.

b. Employers Liability Insurance including occupational disease in an amount of \$1,000,000.

c. Commercial General Liability Insurance in an amount of \$1,000,000 per occurrence. This coverage shall include premises and operations, explosion, collapses, and underground hazards (XCU), products and operations, contractual, independent contractors, broad form property damage and bodily injury.

d. Comprehensive Automobile Liability Insurance for owned, hired, or non-owned vehicles in an amount of \$1,000,000.

e. Professional Liability, Errors & Omissions Insurance in an amount of \$1,000,000 occurrence/aggregate. This amount shall be increased to \$1,000,000 aggregate; provided, that Client has requested such increase in writing at the time of execution of this Agreement and Client agrees to pay an additional ten percent (10%) added to the Consultant's total fee for the Services.

f. Contractor's Pollution Liability in an amount of \$1,000,000

19. DISPUTES. Any dispute relating to this Agreement shall be submitted to a panel consisting of at least one representative of each party who shall have the authority to enter into an agreement to resolve the dispute. The panel shall meet for a maximum of three days. Should this dispute resolution be unsuccessful or if the panel has failed to meet within two (2) weeks of demand for such a meeting by either party the matter may be submitted by either party to arbitration and no written or oral representation made during the course of any panel proceeding or other settlement negotiations shall be deemed a party admission. The arbitration shall be conducted in accordance with the Arbitration Rules of the American Arbitration Association. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.

20. LITIGATION. In the event that any litigation, proceeding, or claim (including any investigation which may be preliminary thereto) involving the Services performed by Consultant is commenced, Consultant shall furnish, if compelled by law or upon the reasonable request of Client,

such person or persons from Consultant's organization as are familiar with the matters embraced within the knowledge of Consultant's personnel to testify as witnesses and to provide Consultant's records and such other information and assistance in connection with such litigation, proceeding or claim (or investigation preliminary thereto). To the extent Consultant may be required, either by law or at the request of Client, to provide such testimony, records, information, or assistance, Client will reimburse Consultant for the reasonable value of its services at its then prevailing rate for comparable work, based on the time expended, and for Consultant's out-of-pocket expenses incurred in connection therewith in accordance with the provisions of this Agreement.

Attorney fees will be reimbursed to Consultant in the event that a contract dispute or conflict between Client and Consultant arises during or after the delivery of services for which the Consultant retains legal consul.

21. INDEPENDENT CONTRACTOR. The Consultant is an independent contractor and shall not be deemed to be an employee or agent of the Client. Consultant shall indemnify and hold Client harmless against all liability and loss resulting from Consultant's failure to pay all taxes and fees imposed by the government under employment insurance, social security and income tax laws with regard to Consultant's employees engaged in the performance of this Agreement.

22. NON-SOLICITATION OF EMPLOYEES. Neither party shall solicit for employment or hire the employees of the other party involved in the management or performance of the Services during the term of this Agreement and for one year thereafter.

23. NONWAIVER. No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

24. SEVERABILITY. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affect to the remaining provisions.

25. ASSIGNMENT/SUBCONTRACTS. Neither party may assign this Agreement without the written consent of the other party, which shall not unreasonably be withheld.

26. DRAFTING PARTY. Each party has reviewed this Agreement and any question of interpretation shall not be resolved by any rule of interpretation providing for interpretation against the drafting party. This Agreement shall be construed as though drafted by both parties.

27. GOVERNING LAW. The validity, enforceability and interpretation of this Agreement shall be determined and governed by the laws of the State of California and, where applicable by virtue of preemption,

under the laws of the United States of America.

28. CAPTIONS. The captions and headings of this agreement are intended for convenience and reference only, do not affect the construction or meaning of this agreement and further do not inform a party of the covenants, terms or conditions of this Agreement or give full notice thereof.

29. ADDITIONAL INSTRUMENTS. The parties agree to provide the other with any and all documents required to carry out any and all obligations in connection with the agreement as set forth herein.

30. NO AGENCY. Except as specifically set forth otherwise, it is agreed and understood that neither party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

31. ORDER OF PRECEDENCE. In the event of a conflict in the terms and conditions of this Agreement, the following order precedence shall apply:

- A. This Agreement
- D. The General Terms and Conditions (Appendix A)

32. ENTIRE AGREEMENT. The parties acknowledge that they have read this Agreement, understand it and agree to be bound by its terms. This Agreement supersedes all prior agreements, whether written or oral, relating to the subject matter hereto. No modification or change to this Agreement shall be binding unless such modification or change is in writing and signed by an authorized representative of each party.



Crowe LLP
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400 Capitol Mall, Suite 1400
Sacramento, CA 95814-4498
Tel 916-441-1000
Fax 916-441-1110
www.crowe.com

February 11, 2021

Ms. Rose F. Ramos
Sacramento City Unified School District
5735 47th Avenue
Sacramento, California 95824

Dear Ms. Ramos:

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Sacramento City Unified School District ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any other attachments thereto, are integral parts of this letter, and such terms are incorporated herein.

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client for the year ending June 30, 2021.

We will audit and report on the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Client for the period(s) indicated.

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Combining and Individual Fund Financial Statements and Schedules
- Organization
- Schedule of Average Daily Attendance
- Schedule of Instructional Time
- Schedule of Expenditures of Federal Awards
- Reconciliation of Unaudited Financial Report with Audited Financial Statements
- Schedule of First 5 Revenues and Expenditures

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis
- Budgetary Comparison Schedules
- Schedule of Changes in the Client's Total Other Postemployment Benefits (OPEB) Liability
- Schedule of the Client's Proportionate Share of the Net Pension Liability

- Schedule of Contributions

The document will also include the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

- Schedule of Financial Trends and Analysis - Unaudited

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud, and that we report on the Schedule of Expenditures of Federal Awards (as noted above), and on your compliance with laws and regulations and on its internal controls as required for a Single Audit. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount we believe would influence the financial statement users. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

In making our risk assessments, we consider internal control relevant to the Client's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to the Board of Education of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Compliance with State Laws and Regulations – The purpose of this report on compliance is solely to describe the scope of our testing of compliance with State Laws and

Regulations, and the results of that testing, based on the requirements of the State of California's *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.
- Independent Auditor's Report on Compliance for the First 5 Sacramento County Program and Report on Internal Control over Compliance in Accordance with a Program-Specific Audit – The purpose of this report on compliance is solely to describe the scope of our testing based on the requirements of the First 5 Sacramento County Program. Accordingly, this communication is not suitable for any other purpose.
- Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance -- The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

We will also perform tests of controls including testing underlying transactions, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of your major federal awards programs. We will determine major programs in accordance with the Uniform Guidance. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any non-reportable conditions or other matters involving internal control, if any, as required by the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

The Uniform Guidance requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the United States Office of Management and Budget (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs. The purpose of our audit will be to express an opinion on your compliance with requirements applicable to major Federal award programs. Because an audit is designed to provide reasonable assurance, but not absolute assurance, the audit is not designed to detect immaterial violations or instances of noncompliance.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements and to devise policies to ensure that the Client complies with applicable laws and regulations.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its

Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

At the conclusion of the engagement, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor's reports or nine months after the end of the audit period.

OTHER SERVICES

Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

Preparation of the Schedule of Expenditure of Federal Awards

The Client will provide us with the necessary information to prepare the draft schedule of expenditure of federal awards including the notes thereto. We are relying on the Client to provide us with all information required by the Uniform Guidance for the schedule, notes and other relevant reporting information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the schedule of expenditures of federal awards.

Recordkeeping Assistance

The Client will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to accrual conversion entries. We are relying on the Client to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.

Data Collection Form input services

We will provide assistance in completing sections of the Data Collection Form (DCF) relative to its federal award programs pursuant to the requirements of Section §200.512 of the Uniform Guidance that are promulgated to be completed by the Client. While we may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Federal Audit Clearinghouse, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

BOND OFFERINGS

With respect to any official statements issued by the Client with which Crowe is not involved, the official statement should indicate that the auditor is not involved with the contents of such official statement. The disclosure should read as:

“Crowe, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Crowe also has not performed any procedures relating to this official statement.”

FEES

Our fees, including out-of-pocket expenses, are outlined below. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

Description of Services	Fee Amount
Audit of the Client's financial statements for the year ending June 30, 2021	\$135,000

The above fee assumes that the same number of federal programs will be subject to testing in the period ended June 30, 2021 as were tested in the prior year. Each additional program requiring testing above the number of programs tested in the preceding fiscal year will be billed at \$3,500 per program. We will invoice you as our services are rendered.

In accordance with the requirements of Education Code Section 14505, the District will not be required to pay the final 10% of this amount until the current year audit report has been accepted by the State Controller's Office.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform

additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.
- Additional audit procedures relating to the impact of COVID-19 on Client or additional regulatory requirements relating thereto.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement must be construed, governed, and interpreted under the laws of the State of California, without regard for choice of law principles.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this letter and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page follows)

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this engagement letter effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Sacramento City Unified School District

Crowe LLP

DocuSigned by:
Rose F. Ramos
CC6FE7C204D7402...

DocuSigned by:
Jeffrey Jensen
A4DD146890324EE...

Signature

Signature

Rose Ramos

Jeffrey A. Jensen

Printed Name

Printed Name

CBO

Partner

Title

Title

April 29, 2021

April 29, 2021

Date

Date



Crowe LLP
Independent Member Crowe Global
400 Capitol Mall, Suite 1400
Sacramento, California 95814-4498
Tel +1 916 441 1000
Fax +1 916 441 1110
www.crowe.com

August 27, 2021

Ms. Rose F. Ramos
Sacramento City Unified School District
Sacramento, California

Dear Ms. Ramos:

As requested by Sacramento City Unified School District staff we have prepared the following change order to our agreement.

As we have informed you in our proposal and engagement letters, we use a formal change order process to ensure better communication in these instances. Thus, we have attached a detailed change order form. This form describes the reason for the change, as well as the anticipated impact on the scope, timing, quality, assigned responsibilities and/or fees.

Of course, if you have any questions, comments or suggested alternatives, we would welcome further discussion. Otherwise, please sign and return this form to me.

Cordially,


Jeff Jensen



Crowe LLP Change Order Form

Client Name:
**Sacramento City Unified School
District**

Client Representative: **Rose F. Ramos**

Eng./Project Name: **Sacramento
City Unified School District Audit
of the June 30, 2021 Financial
Statements**

Change Order Number: **1**

Crowe Representative: **Jeff Jensen**

Crowe Phone Number: **(916) 492-5162**

Date: **August 27, 2021**

Reason For Change: **Client requested Crowe to prepare for management's review and approval the GASB 34 cash to accrual conversion entries related to the fiscal year ended June 30, 2021**

Anticipated Change To Project:

Scope: **Addition of Crowe assistance to prepare for management's review and approval the GASB 34 cash to accrual conversion entries related to the fiscal year ended June 30, 2021**

Timing: **Unchanged**

Assigned Responsibilities: **Unchanged**

Fees: **\$4,500**

Other: **N/A**

Acceptance By Client:

Comments/Modifications:

Accepted by:

Acceptance Date:

Sacramento City Unified School District

1

February 16, 2021

February 16, 2021

Ms. Rose F. Ramos
Sacramento City Unified School District
5735 47th Avenue
Sacramento, California 95824

Dear Ms. Ramos:

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Sacramento City Unified School District ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any other attachments thereto, are integral parts of this letter, and such terms are incorporated herein.

FINANCIAL AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client's Measure R and Measure Q General Obligation Bond Activity for the year ending June 30, 2021.

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount we believe would influence the financial statement users. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

In making our risk assessments, we consider internal control relevant to the Client's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to the Board of Education of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

PERFORMANCE AUDIT SERVICES

Our Responsibilities

We will conduct a performance audit on the Client's Measure R and Measure Q General Obligation Bond Activity for the year ending June 30, 2021. The objective of our Performance Audit will be to determine if the bond funds have been expended only on the specific projects listed in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

The objective of a performance audit is to provide assurance or conclusions based on an evaluation of sufficient, appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices. Performance audits provide objective analysis so that management and those charged with governance and oversight can use the information to improve program performance and operations, reduce costs, facilitate decision making by parties with responsibility to oversee or initiate corrective action, and contribute to public accountability. We will plan and perform the performance audit in accordance with performance audit standards contained in Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material non-compliance may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the performance audit objectives.

In making our risk assessments, we consider internal control that is significant within the context of the audit objectives in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control significant within the context of the audit objectives

that we have identified during the audit. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

FINANCIAL AND PERFORMANCE AUDIT SERVICES

Our Responsibilities

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

OTHER SERVICES

Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

Recordkeeping Assistance

The Client will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to accrual conversion entries. We are relying on the Client to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

FEES

Our fees, including out-of-pocket expenses, are outlined below. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to

waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

Description of Services	Fee Amount
Financial Statement and Performance Audit of Measure R General Obligation Bond Activity for the year ending June 30, 2021	\$13,500
Financial Statement and Performance Audit of Measure Q General Obligation Bond Activity for the year ending June 30, 2021	\$13,500
Total:	\$27,000

We will invoice you as our services are rendered.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.
- Additional audit procedures relating to the impact of COVID-19 on Client or additional regulatory requirements relating thereto.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement must be construed, governed, and interpreted under the laws of the State of Illinois, without regard for choice of law principles.

Sacramento City Unified School District

7

February 16, 2021

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this letter and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page follows)

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this engagement letter effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Sacramento City Unified School District

Crowe LLP

DocuSigned by:
Rose F. Ramos
CC6FE7C204D7402...

DocuSigned by:
Jeffrey Jensen
A4DD146890324EE...

Signature

Signature

Rose Ramos

Jeffrey A. Jensen

Printed Name

Printed Name

CBO

Partner

Title

Title

March 4, 2021

March 4, 2021

Date

Date

Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

THIRD PARTY PROVIDER – Crowe may use third-party providers or engage subcontractors in providing Services to Client or for internal, administrative, or regulatory compliance purposes. Third-party providers or subcontractors may include Crowe LLP subsidiaries, Crowe Global member firms, or other third-party providers or subcontractors, in each case within or outside of the United States (each, a "Crowe Subcontractor"). Client agrees Crowe may share Client confidential information with Crowe Subcontractors. If Crowe uses a Crowe Subcontractor, Crowe will be solely responsible for the provision of Services (including those provided by Crowe Subcontractors) and for the protection of Client's confidential information. The limitations on Client's remedies vis-à-vis Crowe, in this Agreement will also apply to any Crowe Subcontractors. Client will bring any claim for a violation of the obligations in this Agreement only against Crowe, and Crowe Subcontractors will have no liability or obligations to Client arising out of this Agreement.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, “Cloud Storage”), Client will confirm with any third parties assisting with or hosting the Cloud Storage that either such third party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client’s customers (“Personal Data”), Crowe will treat it as confidential and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes Client information pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the “Safeguards”). Client represents (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law (“Restricted Personal Data”). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client’s site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data. Client will reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe’s then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe will promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client’s Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the forgoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph in an agreement with such provider.

GENERAL DATA PROTECTION REGULATION COMPLIANCE – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation (“GDPR”), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data (“EU Personal Data”). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the “Data Controller” as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the “Data Processor” as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries (“Data Subjects”). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

INTELLECTUAL PROPERTY - Any Deliverables, Works, Inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement (“Work Product”), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Further, Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement (“Materials”). The foregoing ownership will be without any duty of accounting.

DATA USAGE AND AGGREGATIONS - Client hereby acknowledges and agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe to improve Crowe services and Materials, including without limitation developing new Crowe services and software or other products. Client also agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties (“Data Aggregations”) for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client’s own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client’s requirements or the scope of the Services, Crowe’s fees will be modified to a mutually agreed amount to reflect the changed level of Crowe’s effort.

PUBLICATION – Client agrees to obtain Crowe’s specific permission before using any Report or Crowe work product or Crowe’s firm’s name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe’s permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client’s name and generally describe the nature of Crowe’s engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe’s Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe’s liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this engagement letter or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe’s Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client’s affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NOTIFICATION OF NON-LICENSEE OWNERSHIP (For California Engagements) – Crowe ("the Firm") and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services

under this agreement. If Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement (“Key Personnel”). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party’s written consent unless hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel’s compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. “Crowe” is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.