

AGREEMENT BETWEEN SONOMA COUNTY FAIR & EXPOSITION, INC.
AND
SANTA ROSA EDUCATION COOPERATIVE

THIS AGREEMENT made and entered into this 6th day of July, 2015 by and between Sonoma County Fair and Exposition, Inc. (hereinafter "Fair") and Santa Rosa Education Cooperative (hereinafter "Licensee") both California non-profit corporations.

W I T N E S S E T H:

WHEREAS, FAIR, pursuant to agreement (which is anticipated to be renewed in September 2015) with the County of Sonoma (a) holds and conducts an annual Sonoma County Fair and (b) manages and operates Sonoma County Event Center at the Fairgrounds; and

WHEREAS, LICENSEE, provides educational services for preschool through 8th grade students; and

WHEREAS, LICENSEE has been notified of an early termination of their current site lease and therefore, is currently seeking a temporary location to operate, during which time they are in open negotiations for a new long term site; and

WHEREAS, FAIR has received a request from LICENSEE to enter into a license agreement in an effort to help LICENSEE fill their need of a temporary location for operation; and

WHEREAS, pursuant to Government Code Section 25908, County property used for fairgrounds can be licensed to private individuals or associations for whatever purpose may be approved provided such use will not interfere with the use of such property for FAIR purposes;

WHEREAS, FAIR typically rents out the Garrett and Kraft Halls for miscellaneous short term weekend events and can generally accommodate the LICENSEE's requested use during Mondays through Fridays; and

WHEREAS, FAIR has many agreements already in place for use of the Garrett and Kraft Halls and related facilities but will work with LICENSEE to coordinate the uses; and

WHEREAS, LICENSEE is in acknowledgement that Fair will need the full use of facilities back on May 31, 2016; and regardless of the LICENSEE status with a permanent location; LICENSEE is required to vacate premises with no grace period; and

WHEREAS, it is the mutual desire of the parties hereto that the present relationship of the parties be preserved and fostered, and that such desire be expressed in written form hereby, together with certain understandings and agreements hereinafter set forth with respect to the holding and conducting charter school activities by LICENSEE at the Sonoma County Event Center at the Fairgrounds facility, and that the financial and supporting considerations herein contained reflect such relationship.

NOW, THEREFORE, in consideration of the mutual agreements of the parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T

1. TERM

- 1.1 Term. This Agreement shall be effective for the period commencing August 1, 2015 through May 31, 2016 unless terminated earlier.
- 1.2 Expiration of Term. Licensee agrees to return the Premises (as defined in Section 2.1 below) in the same condition as they were before use or access by Licensee, ordinary wear and tear excepted. All property of any nature whatsoever used in connection with the Premises by Licensee must be removed from the Premises upon expiration or termination of this Agreement. If Licensee fails to timely remove any such property, Fair may remove and store any and all such property not removed at Licensee's sole expense, and Licensee shall reimburse Fair for any costs or expenses, including but not limited to reasonable attorneys' fees, incurred in so doing.
- 1.3 Termination of Agreement. This agreement may be terminated at any time by Fair Management or Licensee. Either party may be given 60 days notice of termination.
- 1.4 Termination of Contract Between Fair and the County of Sonoma. Licensee hereby acknowledges that this Agreement is subordinate to that certain Agreement by and between Fair and the County of Sonoma dated as of October 1, 2010 ("County Contract"). Notwithstanding anything stated to the contrary herein, in the event the County Contract is cancelled, not renewed, or terminated for any reason, before the expiration date of this Agreement, County shall have the right to immediately terminate this Agreement, without any penalty or liability accruing to County or Fair.

2. PREMISES

- 2.1 Description of the License Area. The License Area is shown on Exhibit A and is hereinafter referred to as the "Premises". All activities of Licensee, its agents, employees, invitees or representatives must be confined within the Premises and may not be carried out elsewhere on the Premises or the Fairgrounds unless prior written approval by Fair Management is obtained. Licensee shall have no right or privileges in any respect whatsoever to use, as a Licensee, any other part of the property of the Fair for any purpose whatsoever.
- 2.2 Suspension of the License. Fair, acting through Fair Management or other duly authorized representative, shall have the right to suspend Licensee's right to use the Premises when reasonably required for purposes of conducting previously booked or other major events held on the Fairgrounds. Schedule of currently booked suspension dates is shown on Exhibit B. Fair shall supply no less than thirty (15) days prior written notice of any additional or future such suspension. Licensee is responsible for providing a suitable storage container(s) for personal property during suspension dates. Fair will provide a location for storage container(s) holding Licensee's personal property but be held liable for any damages to personal property. During such periods when Licensee's license is suspended,

license fees for use of the Premises shall be equitably abated. No other consideration shall be abated to Licensee for such license suspensions.

2.3 Relocation of the Premises. The Premises are subject to relocation if deemed necessary in the sole judgment of Fair Management.

2.4 "As-Is" Condition. Licensee hereby accepts the Premises in their as-is condition and state of repair. Licensee hereby waives any and all claims for compensation for any and all loss or damage sustained by reasons of any defect or deficiency of: (a) the Premises; or (b) any utilities or services provided by Fair. Licensee hereby understands and acknowledges that the Premises may not meet certain standards applicable to schools and Licensee takes full responsibility for complying with any such standards, including without limitation The Field Act.

3. USE

3.1 Use of Premises. Subject to the Fair's rights to suspend Licensee's license, Licensee is authorized to use the Premises at the Fairgrounds to hold and conduct charter school operations from August 17, 2015 to May 31, 2016. Licensee shall not use or permit use of the Premises for any other purpose. In the event Licensee desires to use a portion of the Premises for another use during a special event or promotion, Licensee shall obtain Fair's prior written approval for such use which may be conditioned upon the payment of additional license fees.

3.2 Operations. Licensee shall conduct its business in a quiet and orderly manner, shall deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by Fair, and shall keep the area within and surrounding the Premises free from all rubbish and debris. Licensee shall at all times maintain order in or on the Premises and shall not permit a breach of the peace or any unlawful act or omission by any person in or on the licensed premises. Licensee agrees to use the Premises in such a manner as not to interfere with use of Fair's property by other persons.

3.3 Provisions on Use. Licensee's use of the Premises shall be subject to the following provisions:

a. Parking:

- i. No exclusive parking location shall be assigned to Licensee, nor shall Licensee be permitted to block off any portion of the Parking Lot for its exclusive use.
- ii. The location of the parking may be subject to change, but initially Licensee's customers may park in the Redwood Lot behind Garrett and Kraft buildings, provided such parking does not interfere with any events or construction in that area. Fair Management reserves the right to temporarily relocate parking as necessary to accommodate any event or construction undertaken by Fair.
- iii. The location for pick-up and drop-off will be at the main entrance to the Fairgrounds off Brookwood Ave. (just south of Gate #4), provided such parking does not interfere with any events or construction in that area. Fair Management reserves the right to temporarily relocate the pick-up and drop-off location as necessary to accommodate any event or construction undertaken by Fair.

- iv. Licensee is not granted exclusive access to Gate 4 and the Redwood Lot, and it is Licensee's responsibility to determine and delineate the safest route for their guests.
- v. At no time shall Licensee park or permit others to park vehicles overnight, nor shall Licensee cause or permit equipment to be parked in the designated Parking Lot without the prior written approval of Fair.

b. Use of Premises/Availability:

- i. Garrett and Kraft halls have been determined as the best location for Monday-Friday use. A calendar of previously booked event dates for these halls is included on Exhibit B.
- ii. Fair will attempt to relocate events previously booked in Garrett and Kraft, when possible. If financial incentive is required for this move, it will be at the expense of the Licensee. When there are no weekend events in the buildings, Licensee may leave all equipment and supplies in Garrett and Kraft.
- iii. In the event that the halls are booked by another event for use on a weekend, it is the Licensee's responsibility to move all furniture and supplies out by 4pm on the day before booked use. Typically, the buildings would be cleaned and available for Licensee's move-in by 3pm on Sunday, but this is based on the type of event and number of days for which the halls are rented.
- iv. In the event that Garrett and Kraft are booked mid-week by another event, Licensee may be re-located or may not be allowed to operate during a specified number of days. Exhibit B summarizes dates during which Licensee may be re-located or not allowed to operate. Final determination as to what buildings may be used by Licensee and on what dates will be made Fair Management, depending on the type of previously booked event and the specific facilities/buildings being rented.
- v. A storage container, provided by Licensee, may be used for item storage and may be stored on the site at no additional cost. Location of the storage container is subject to approval by Fair Management.
- vi. Fair staff may be used for move-in and move-out services at an additional fee. All use of fair staff must be scheduled and made in writing.
- vii. While Fair prefers that Janitorial Services be done in-house, Licensee may use their own service, assuming proper insurance requirements are met and a background check is completed at Licensee's expense. Access to buildings may be limited for outside janitorial staff, based on Fair events.
- viii. Given that this Agreement is for temporary use of the buildings, Fair will not allow for modifications to the restrooms or other facilities.
- ix. Licensee is required to have personnel on grounds prior to any students or their families coming on grounds; and until all students and family members have left the grounds.
- x. Fairgrounds facility is an open campus, and any damage or disruption sustained by Licensee guests is at the sole responsibility of Licensee.
- xi. Access to grounds after-hours (5:00 pm or later) is permitted with use of a gate code for entrance to Redwood Lot (Gate #4). Licensee will be given keys to buildings but will pay for the locks to be changed when this license expires or is terminated.
- xii. Special group meetings will be accommodated. If the meeting is being held in Garrett and/or Kraft, there will be no additional fee. If a separate or additional building is needed, there will be an associated fee.

- xiii. A separate fenced area for a preschool yard and toy shed will be accommodated. Location, size and fencing style/type will be approved by Fair Management. Fencing may be rented from Fair for an additional fee.
- xiv. The lawn behind Garrett and Kraft (Community Lawn) has been determined as the best location for a recess area but use may be relocated depending on other on-grounds events. An additional fee will be accessed for this use.
- xv. Mexican Village (West of Kraft) has been determined as the best area for lunch time but may be relocated depending on other on-grounds events. In the event of rain, Fair will determine an indoor space for use during lunch time. An additional fee will be accessed for this use.
- xvi. Access to a commercial kitchen (Showcase Café) will be granted based on availability and for an additional fee.
- xvii. Temporary signage will be allowed, however size and location will be determined by Fair Management. Signage may be required to be removed during other events.
- xviii. Licensee is responsible for providing internet/phone service. Storage area for routers and servers may be accommodated in a mutually agreeable location.
- xix. Fair shall be permitted to enter and to inspect the Premises at any and all times. Licensee understands that as part of Fair's general management of the Fairgrounds, Fair is engaged in routine maintenance and repair activities throughout the year. Licensee understands that such activities could interfere with Licensee's use of the Premises. For example, Fair is scheduled to remove and replace the existing curb ramps in front of Kraft Hall this year. Notwithstanding the foregoing, any such interference shall not relieve Licensee from its obligations to pay the consideration set forth in Section 4.
- xx. A walk through will be scheduled before occupancy and after move-out. If wear and tear on buildings or surrounding areas is significant due to increased use, Licensee may be liable for damage repairs and general maintenance (repaint the building, strip and wax floors, repairs, etc.). Any such repairs will be provided by Fair maintenance staff and will be reimbursed by Licensee.

4. **CONSIDERATION**

Commencing on August 1, 2015, each month Licensee shall pay to Fair the sum of the estimated rental fee as stated below for the facility use in equal monthly installments, in advance on the first day of each month.

a. Estimated Monthly Rental Fee:

i.	<u>Security Deposit</u>	<u>\$2,000</u>
ii.	<u>Use of Garrett Hall</u>	<u>\$8,000 per month</u>
iii.	<u>Use of Kraft Hall</u>	<u>\$8,000 per month</u>
iv.	<u>Janitorial (Bathrooms/Classrooms)</u>	<u>\$1,500 per month</u>
v.	<u>Outdoor/indoor area for lunch</u>	<u>\$800 per month</u>
vi.	<u>Community Lawn for recess</u>	<u>\$800 per month</u>
vii.	<u>Move fees (Fair staff)</u>	<u>\$500 per move</u>

5. COMPLIANCE

LICENSEE agrees to comply with all applicable federal, state, and local laws, rules, and regulations regarding employment and accessibility, including without limitation, The Americans with Disability Act (ADA), California Fair Employment and Housing Act (FEHA), the Unruh Act and the Disabled Persons Act, and local laws, rules, and regulations in regard to nondiscrimination in employment or access because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, actual or perceived sexual orientation or other prohibited basis. LICENSEE shall use their best efforts to ensure physical access to their PREMISES and shall immediately notify the FAIR in writing of any grievances or complaints lodged concerning accessibility. If, as part of Fair's implementation of its transition plan under the federal Americans with Disabilities Act ("ADA"), it is determined that the parking provided for Licensee's use does not meet current ADA accessibility standards, Licensee agrees that Fair may relocate said the parking to a location that fully complies with all ADA accessibility requirements. Such relocation shall be accomplished at no cost to Licensee and shall not require any adjustment to the rent consideration.

6. INDEMNIFICATION

LICENSEE agrees to accept all responsibility for loss or damage to any person or entity, including FAIR and the County of Sonoma, and to indemnify, hold harmless, and release FAIR and the County of Sonoma, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including LICENSEE, that arise out of, pertain to, or relate to this Agreement. LICENSEE agrees to provide a complete defense for any claim or action brought against FAIR and/or the County of Sonoma based upon a claim relating to LICENSEE'S performance or obligations under this Agreement. LICENSEE'S obligations under this Section 6 apply whether or not there is concurrent negligence on the part of the FAIR or the County of Sonoma, but, to the extent required by law, excluding liability due to the FAIR's conduct. FAIR and the County of Sonoma shall have the right to select their own legal counsel at LICENSEE'S expense, subject to LICENSEE'S approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for LICENSEE or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8. INSURANCE

At all times during the term of this Agreement, Licensee shall comply with the Insurance provisions set forth in Exhibit C.

9. NOTICES

All notices, documentation, correspondence, and payments shall be made in writing and may be given by personal delivery or by deposit in the United States Mail, registered or certified, return receipt requested. Delivery of such written notice shall be conclusively taken as sufficiently given immediately upon personal delivery or forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

TO Fair: Sonoma County Fair & Exposition, Inc.
Attention: Fair Manager
1350 Bennett Valley Road
Santa Rosa, California 95404

TO Licensee: Redwood Empire Schools Insurance Group JPA
Santa Rosa Charter School
Attention: President
2760 West Steele Lane
Santa Rosa, Ca 95403

10. ASSIGNMENT: This agreement is not assignable by Licensee, voluntarily or otherwise.

The parties have executed this agreement the day and year shown above.

REDWOOD EMPRIE SCOOLS INSURANCE GROUP JPA/SANTA ROSA CHARTER SCHOOL

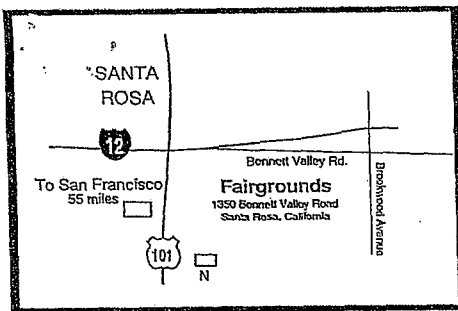
By: Catherine A. Paine
~~SRGC~~ President

16 Aug 2015
Date

SONOMA COUNTY FAIR AND EXPOSITION, INC.

By: [Signature]
Manager

8/17/15
Date



Gordon Lane

Jockey Club

Gate 4 is located off Brookwood Avenue.

Directions to Gate #4:

Take Highway 101 to Santa Rosa. Exit 101 onto Highway 12, Eastbound, towards Sonoma. Exit Highway 12 at the Downtown exit. Upon reaching the surface street, Bennett Valley Road, you will come to a stoplight, and just in front of you on your right will be the Sonoma County Fairgrounds. Go to the next stop light (Brookwood Avenue) and turn right (the Fairgrounds will be on your right) and turn right into Gate #4.

If you are coming in from Highway 12, Westbound, take the Downtown exit, and turn left at the stop light onto Brookwood Avenue. You will pass under Highway 12 and through the Bennett Valley Road light. Gate #4 will be on your right.

Main Parking Lot B

Gate #4

Entrance to Redwood Lot
Parking for Teachers,
Staff and Preschool Drop-Offs

Gate #5

Brookwood Avenue

Brookwood Avenue

Aston Avenue

Maple Avenue

Bennett Valley Road

Linwood Ave.

Meda Ave.

RV Park guests only

RV Park

Gate #2

ENTER
Bennett Valley
Gate Entrance

Gate #1

Potential fenced
playard area
Community
Theater
Lawn -
recreation area
depending on
availability

Garrett
Kraft
Lunch Area

ENTER
Brookwood
Gate
Main Entrance

Carnival
Lot -
recreation area
depending on
availability

CHRIS BECK ARENA

Grandstand

Hall of Flowers

Finley Hall

Sheep

Lytle Cow Palace

Milk Barn

Dairy

Dairy

Fur & Feathers

Swine Barns

Dorfmän Ring

Grace Pavilion

Shade Park

Showcase Cate

Racing Grandstand



1350 Bennett Valley Road

Santa Rosa, CA 95404

(707) 545-4200

info@sonomacountyfair.com

SonomaCountyFair.com

February 2016

~ February 2016 ~						
Jan 2016						Mar 2016
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	Notes:				

March 2016

◀ Feb 2016		~ March 2016 ~					Apr 2016 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30	31	Notes:		

April 2016

~ April 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2016

~ May 2016 ~						
◀ Jul 2015						Sep 2015 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	Notes			

Exhibit C

Licensee shall maintain and require its subcontractors and agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Licensee has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Licensee currently has no employees, Licensee agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Licensee.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.
- d. The Sonoma County Fair and Exposition Inc., Harvest Fair Association of Sonoma County, the County of Sonoma their officers, agents and employees shall be additional insureds for liability arising out of the Licensee's ongoing operations. (ISO endorsement CG 20 26 or equivalent.)
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy shall cover inter-insured suits between County and Licensee and

include a "separation of insureds" or "severability" clause which treats each insured separately.

g. Required Evidence of Insurance:

- i. Copy of the additional insured endorsement or policy language granting additional insured status; and
- ii. Certificate of Insurance.

3. **Automobile Liability Insurance**

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned autos. (*Required if Licensee owns vehicles.*)
- c. Insurance shall apply to all hired and non-owned vehicles.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. **Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

5. **Documentation**

- a. The Certificate of Insurance must include the following reference: Santa Rosa Education Cooperative – License Agreement for use of Fairgrounds.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: The Sonoma County Fair and Exposition Inc., Harvest Fair Association of Sonoma County, the County of Sonoma their officers, agents and employees, Attn : Sonoma County Fairgrounds, 1350 Bennett Valley Road, Santa Rosa, CA 95404.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Licensee shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. **Policy Obligations**

Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. **Material Breach**

If Licensee fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Licensee resulting from said breach.

**Santa Rosa Education Cooperative
Santa Rosa Cooperative Preschool and Santa Rosa Charter
1350 Bennett Valley Rd, Santa Rosa , CA.**

- 1. Lease term runs from August 17, 2015 to May 31, 2016 (Attachment A)**
- 2. Grade Range is Preschool through 8th grade.**
- 3. Current Student number 137**
Preschool (2 classes) 35/day
K - 19
1 - 17
2 - 13
3 - 13
4 - 16
5 - 12
6 - 16
7 - 12
8 - 17
- 4. Date span: August 17, 2015 to May 31, 2016 (Attachment A)**
- 5. Interruption dates: (Attachment B, Sonoma County Fair Calendar)**
September 7-11. (Calendar break- school closed)
December 11 (Calendar break - school closed)
Other dates for weekend events indicate when school materials will be moved out after end of school and returned on Sunday night.

SREC calendar (Attachment C)
- 6. Drop off and pick up plans: Students who must be walked in will enter Gate 4, park, walk through pedestrian gate of fenced playground and escort child to class. Same route will be used for escorted pick up. All other parents will use Brookwood Gate Main Entrance and circular driveway to drop off students to SREC supervision. Students will enter pedestrian gate to second SREC supervision as they enter the building. At the end of the day, students will wait by class under supervision and will be picked up when parent car arrives in circular drive.**
- 7. Playgrounds are located on map of Exhibit D.**

submitted 8/21/15

MEMORANDUM OF UNDERSTANDING
For
PLAN REVIEW, PERMITTING, AND INSPECTION SERVICES
Between the
COUNTY OF SONOMA PERMIT AND RESOURCE
MANAGEMENT DEPARTMENT AND
THE CITY OF SANTA ROSA
SANTA ROSA CHARTER SCHOOL

This Memorandum of Understanding ("MOU") is entered into this ____ day of _____, 2015, by and between the City of Santa Rosa, a California municipal corporation ("City") and the County of Sonoma, a political subdivision of the State of California ("County"). City and County are sometimes referred to hereinafter individually as a "Party" and collectively as the "Parties."

Recitals

- A. The County of Sonoma approved a lease to the Santa Rosa Charter School ("SR Charter School") for use of a portion of the Sonoma County Fair Grounds for the 2015-16 school year. The Sonoma County Fair Grounds are owned by Sonoma County but lie within the boundaries of the City of Santa Rosa.
- B. Given the time constraints and use of the county owned facilities, the County has requested that the City delegate responsibility to the County for any and all plan review, permitting and inspection services necessary for the location and operation of the SR Charter School at the Sonoma County Fair Grounds.
- C. The City and County agree that, under the facts and circumstances presented, it would be more efficient and appropriate for the County to assume all responsibilities for checking plans, issuing permits, ensuring compliance with all land use, building and safety requirements, and inspecting the construction and maintenance of the SR Charter School in accordance with the terms and conditions of this MOU.

Memorandum of Understanding

- 1. For the purpose of reviewing all plans and permit applications from SR Charter School to be located on the Sonoma County Fair Grounds for the 2015-16 school year (the "Project"), issuing all necessary permits and approval of engineering improvement plans, and conducting all building and construction and maintenance inspections for the Project, the City hereby appoints, authorizes and delegates to the Director of the Sonoma County Permit and Resource Management Department ("County PRMD Director") and the Chief Building Official of Sonoma County ("County Building Official") to act in accordance with the terms and provisions of this MOU. The County hereby accepts that appointment

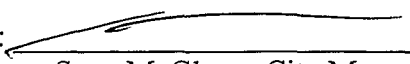
on behalf of the PRMD Director and the County Building Official, under the terms and provisions of this MOU and agrees that the PRMD Director and the County Building Official shall properly review all construction, engineering plans, and permit applications from the SR Charter School or its representatives for the Project, issue all necessary permits, and properly conduct all building, public improvement, construction, and maintenance inspections in accordance with all Federal, State and local laws. These appointments as deputies shall begin upon joint execution of this MOU and shall continue in full force an effect until the Project is completed, but in no event shall the term of this MOU extend beyond the 2015-16 school year.

2. The plan check review by the County shall be responsible for the following:
 - a. Ensure compliance with necessary land use requirements for the location and operation of the SR Charter School on the Sonoma County Fair Grounds ("Site"), including any conditions or requirements deemed necessary for the safe operation of the SR Charter School on Site and any and all environmental review that may be required pursuant to the California Environmental Quality Act, it being understood that (1) the SR Charter School Board will exempt the SR Charter School from applicable zoning requirements pursuant to California Government Code Section 53094; and (2) the Project is exempt pursuant to CEQA Guideline Section 15301.
 - b. Review of any and all improvement plans for the Site, including but not limited to any fire safety and building requirements.
 - c. Issuance of any necessary permits for the construction and maintenance of the SR Charter School at the Site.
 - d. Inspection of any all work performed to meet conditions of approval for the Project at the Site.
 - e. Issuance of Certificate of Occupancy.
3. Building and construction Permits for the Project on the Site shall be in accordance with the lease of the Site as approved by the County Board of Supervisors and all conditions placed on the Project by the County and all applicable Federal, State, and local laws.
4. All required building permit and public improvement engineering plan check fees for the Project shall be paid by the applicant to and belong to County as full compensation for the expenses incurred by County for properly performing its obligations. The County PRMD Director and the County Building Official, as may be necessary, shall be responsible for properly reviewing the plans and permit application(s), issuing the necessary permits, and properly conducting all building and construction inspections for the Project in accordance with all Federal, State and local laws. The County shall bear sole responsibility for long-term maintenance of the any required improvements and appurtenant facilities. The City shall bear no responsibility for review or oversight in connection with the Project or for any costs incurred by the County for the project review and inspections called for under the terms of this memorandum of understanding.
5. To the extent consent is required for the Project, this MOU constitutes the City's consent for the Project.

6. In the event a claim or lawsuit is filed against City, its officers, employees or agents arising out of or related to this MOU or the Project, the County agrees to defend, indemnify, hold harmless, reimburse and release City, its officers, agents and employees, from and against any and all actions, claims, damages, liabilities or expenses (including attorney's fees and witness costs) that may be asserted by any person or entity, arising out of the performance of the County hereunder, excluding liability due to sole active negligence or sole willful misconduct of the City. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under Worker's Compensation acts, disability benefit acts or other employee benefit acts.
7. Nothing contained in this MOU shall be construed to create and the parties do not intend to create any rights in third parties.
8. This MOU is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the MOU, pursuant to Code of Civil Procedure Section 1856. No modification of this MOU shall be effective unless and until such modification is evidenced by a writing signed by both parties.
9. The County and the City shall have their respective governing boards ratify and approve this MOU as soon as practical.

—SIGNATURES BEGIN ON NEXT PAGE—

CITY OF SANTA ROSA

By: 
Sean McGlynn, City Manager

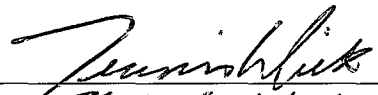
Date: 8/20/15

APPROVED AS TO FORM:

By: 
Santa Rosa City Attorney

Ratified by the Santa Rosa City Council pursuant to Resolution No. _____, attached hereto as Exhibit A

COUNTY OF SONOMA

By: 
Name: DENNIS WICK
Title: FRONT DESK

Date: 21 AUG 15

APPROVED AS TO FORM

By: 
Sonoma County Counsel

Ratified by the Sonoma County Board of Supervisors pursuant to Resolution No. _____, attached hereto as Exhibit B



County of Sonoma
FIRE & EMERGENCY SERVICES DEPARTMENT

FIRE SERVICES * EMERGENCY MANAGEMENT * HAZARDOUS MATERIALS



COMMERCIAL PLAN CHECK

To: Permits and Resource Management Department
Plan Review Division

From: Roberta MacIntyre, Fire Marshal, Fire Prevention Division
2250 Ventura Ave. Santa Rosa, Ca 95403
(707) 565-1154 rmacinty@sonoma-county.org

Date: August 20, 2015

Permit#:
Scope: Temporary Occupancy

This proposal is in reasonable compliance with the **structural strength, fire safety, and means of egress, accessibility, light, ventilation and sanitary** requirements of State and Local Fire and Building Codes as adopted by the County of Sonoma and temporary occupancy from August 24, 2015 until February 24, 2016 (The building official is authorized to grant extensions for demonstrated cause.) is approved with the following conditions: (Ref: CBC Sec 108.1, Sec 108.2 & Sec 108.4)

Structural Strength

The structure is currently used as an Assemble Occupancy and is believed to be in compliance with all requirements for such a facility, including structural strength. In the event that the structural strength of the structure is questionable an assessment of the structural strength relative to the proposed use shall be completed.

Fire Safety

Decorative Material

- All drapes, hangings, curtains, drops, and all other decorative material, including Christmas trees, shall be made from a nonflammable material, or shall be treated and maintained in a flame-retardant condition by means of a flame-retardant solution or process approved by the State Fire Marshal. (Ref CCR - T-19, Div. 1, Chapt. 1, Sub Chapt. 1, Art-3, Sec 3.08)
- Exits, exit lights, fire alarm sending stations, wet standpipe hose cabinets, and fire extinguisher locations shall not be concealed, in whole or in part, by any decorative material. (Ref CCR - T-19, Div. 1, Chapt. 1, Sub Chapt. 1, Art-3, Sec 3.08)

Emergency Access

- An approved 20 foot wide fire apparatus access roads shall be maintained which shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. (CFC Sec. 503.1.1)

Fire Protection Systems

- A manual and *automatic* fire alarm system is required – therefore the existing manual fire alarm system shall be upgraded to a manual and automatic system. (Ref CBC & CFC Sec. 907.2.3)
- An audible alarm notification appliance shall be mounted on the exterior of buildings to alert occupants in and around the playground area. (CFC Sec. 907.6.2.4)
- A construction permit is required for installation of or modification to fire alarm and detection systems and related equipment. (Ref CFC Sec 105.7.5)
- For the period of time from August 24, 2015 and until but not beyond September 21st, 2015 where the required *fire protection system* is out of compliance, an *approved* fire watch shall be provided for all occupants left unprotected by the system until the *fire protection system* is been brought into compliance. Fire watches shall be provided with at a cell phone and shall have immediate access to a wired telephone within the building for notification of the fire department, and their only duty shall be to perform constant patrols of the protected premises and keep watch for fires. Fire watch personnel shall keep diligent watch for fires, obstructions to *means of egress* and other hazards during the time such place is open to the public or such activity is being conducted and take prompt measures for remediation of hazards, extinguishment of fires that occur and assist in the evacuation of the public from the structures. (Ref. CFC Sec. 901.7 & Sec. 403.1.1)

Emergency Lighting

- In the event of power supply failure, an emergency electrical system shall automatically illuminate all of the following areas: (Ref. CBC/CFC Sec. 1006.3)
 - Aisles in rooms and spaces that require two or more *means of egress*.
 - Corridors, exit enclosures and exit passageways in buildings required to have two or more *exits*.

Means of Egress

- *Aisles* serving as a portion of the *exit access* in the *means of egress* system shall comply with the requirements of this CFC/CBC Section 1017.1. *Aisles* shall be provided from all occupied portions of the *exit access* which contain seats, tables, furnishings, displays and similar fixtures or equipment. (Ref CFC/CBC Sec. 1017.1)
- Assuming the use of office partitions are going to be used to divide the age groups of the students attending the charter school, the construction/installation documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress in compliance with the provisions of this code. The construction documents shall designate the number of occupants to be accommodated in all rooms and spaces. In determining *means of egress* requirements, the number of occupants for whom *means of egress* facilities shall be provided shall be determined in accordance with CBC section 1004.1. Note that if office partitions over 5 feet 9 inches (1753 mm) in height are to be used a building permit shall be obtained prior to the installation for. (Ref: CBC Sec 108.2, 105.1 & 105.2)
- Assuming the use of office partitions to divide the age groups of the students attending the charter school, and using 20 square feet per person as the occupant load factor for E-Occupancies, the maximum occupant load permitted with a single exit is 49 – therefore the maximum area permitted within office partitions or similar barriers with a single means of access to a path of egress is 980 square feet. (Ref: CBC Chapt. 10)
- Egress from a room or area shall not pass through adjoining or intervening rooms or areas, except where such adjoining rooms or areas and the area served are accessory to one or the other, and provide a discernible path of egress travel to an exit. Therefore, if office partitions are going to be installed, a demarcated, minimum 44-inch-wide (1118 mm) aisle defined by office partitions that will maintain the required width and lead directly from the various grade-level areas to an exit shall be provided. (Ref: CBC Sec 1014.2)

Accessibility, Light, Ventilation and Sanitary requirements

The structure is currently used as an Assemble Occupancy and is believed to be in compliance with all requirements for such a facility, including accessibility, light, ventilation and sanitary requirements. In the event that the accessibility, light, ventilation and sanitary requirements of the structure become questionable an assessment of the accessibility, light, ventilation and/or sanitary requirements relative to the proposed use shall be completed.

The noted conditions are related to Building Code and Fire Code requirements and are not to be construed as Planning Department requirements or conditions.

Inspections:

Prior to final approval, compliance shall be verified by field inspection. The following Inspections are required:

Fire Final (198)

Your Project has been billed for 4 Hour(s) of inspections based on the submitted permit. If additional inspections are required additional inspection fees will be billed at the current fee schedule adopted by the Sonoma County Board of Supervisors.

To Schedule Inspections: Use the automated system of the Building Department and call 707-565-3551 and enter the inspection code.