



To be completed by Budget Services

S.A. #246960
Vendor #

TWIN RIVERS UNIFIED SCHOOL DISTRICT
ADMINISTRATIVE SERVICES
District Mailing Address: 3222 Winona Way
North Highlands, CA 95660

SERVICES AGREEMENT / CONTRACT - \$35,000 OR MORE

THIS SERVICES AGREEMENT ("Contract" or "Agreement") is made this 2 day of April, 2024, between the Twin Rivers Unified School District, herein referred to as "DISTRICT", and Sunrise Recreation and Park District, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained, experienced and competent to perform the special services required; and

WHEREAS, CONTRACTOR has demonstrated its competency to perform the special services required by this Contract through its prior experience in:

collaborating for the purpose of bringing a half-day summer camp program to the Foothill Community Center for 7 weeks of summer

NOW THEREFORE, the District hereby engages the services of CONTRACTOR, and in consideration of the mutual promises contained herein, the Parties agree as follows:

- 1. INCORPORATION OF RECITALS/PRECEDENCE OF AGREEMENT OVER EXHIBITS: The parties adopt and incorporate by reference the foregoing recitals as a term of the AGREEMENT. Should there be any ambiguity or inconsistency between any exhibits to this AGREEMENT and the terms of this AGREEMENT, the terms of this AGREEMENT take precedence.
2. SERVICES. CONTRACTOR shall perform the following services ("Services"): (If a separate scope of services or proposal generated by the District or the CONTRACTOR is available, attach it and reference it here. Please do not attach an outside vendor's contract.):

Sunrise Recreation and Park District will provide the facilities and space required to run the Foothill Summer Day camp from 6/10-8/2 M-F from 9:00 am - 2:00 pm. at Foothill Community Park - The rate for a half-day program is \$1,400/student with a maximum of fifty students for a total of \$70,000. Sunrise Recreation and Park is responsible for providing enrichment and recreation to enrolled students, hiring and retaining designated staff. Student to staff ratio not to exceed 20:1.

3. LOCATION

SPECIAL PROJECTS

List the site(s) where this work will be performed: (e.g., District-wide or specific District sites - a list of sites may also be attached):

District Office 5115 Dudley BLVD McClellan Park Ca 95652

4. TERM AND TERMINATION

Term. This AGREEMENT shall commence on 06/10/2024 and shall continue through 08/02/2024 provided all services under this AGREEMENT are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the District. Subject to applicable laws, this Tern may be extended by mutual written consent of the parties in accordance with the provision set forth herein regarding amendments.

Termination.

This AGREEMENT may be terminated as follows, unless otherwise specified herein:

- a. Mutual Agreement: The Parties may terminate this AGREEMENT at any time by mutual agreement in writing.
- b. District’s Discretion: DISTRICT in its sole discretion may terminate this AGREEMENT for any reason on 30 days’ written notice to CONTRACTOR.
- c. Breach: Either party may terminate this AGREEMENT in the event of a material breach by the other party. The party seeking termination must describe the breach in sufficient detail to provide the other party with adequate notice and an opportunity to cure. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this AGREEMENT at any time thereafter by providing a written notice of termination.
- d. Licensing/Bankruptcy: DISTRICT may terminate this AGREEMENT immediately upon either of the following events: (1) denial, suspension, revocation, or non-renewal of any license, permit, insurance, or certificate that CONTRACTOR must hold to perform the Services; or (2) in the event CONTRACTOR files for bankruptcy.
- e. Furlough/NonAppropriation: DISTRICT reserves the right to immediately terminate or suspend this AGREEMENT without notice if DISTRICT’s Board of Trustees determines that funding for the Services is insufficient; or due to Non-Appropriation of Federal funding.

Upon termination, CONTRACTOR shall provide the DISTRICT with all documents and Work Product created, maintained, or collected by CONTRACTOR pursuant to this AGREEMENT, whether or not such documents are in draft or final form. DISTRICT shall pay CONTRACTOR for all Services performed to DISTRICT’s satisfaction in accordance with this AGREEMENT prior to the date of termination. Any amounts disputed and unpaid by the DISTRICT shall be withheld pending the outcome of the dispute resolution.

5. FEE, PAYMENT AND TAXES

FEE. District shall pay CONTRACTOR for work satisfactorily rendered pursuant to this Contract the amount of: \$70,000(2 payments of \$23,333.33 on 6/3 and 7/8 and 1 payment of \$23,333.34 on 8/9.

This sum shall be payable Progress (monthly, quarterly, progress, lump-sum billing).

PAYMENT. CONTRACTOR shall submit invoices to the District Accounts Payable Dept. requesting payment for completion of the work at the above-noted intervals. The District shall review and validate all invoices for approval before payment; and shall then remit payment within thirty days of approval.

PLEASE NOTE: CONTRACTORS: Invoices should be submitted to Accounts Payable, Twin Rivers Unified School District, 3222 Winona Way, North Highlands, CA 95660. As a general procedure, payment is remitted 30 days from receipt and verification of invoice. *Initiators:* Accounts Payable will not process payment until the services have been completed and you furnish verification by transmitting a Request for Direct Payment Form. If progress payments are needed, they must be stated in the contract and supported by Requests for Direct Payment.

Upon early termination pursuant to the provisions of Paragraph 4 above, DISTRICT shall pay CONTRACTOR for all Services performed to DISTRICT’s satisfaction prior to the date of notification of termination. Any amounts disputed by the DISTRICT shall be withheld pending the outcome and resolution of such dispute, in accordance with the dispute resolution procedures set forth in Paragraph 29 herein.

TAXES. CONTRACTOR agrees to submit a “Request for Taxpayer Identification Number and Certification” (Form W-9) with this AGREEMENT and acknowledges that the DISTRICT will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by CONTRACTOR. If applicable, DISTRICT will provide CONTRACTOR and the Internal Revenue Service with a statement of earnings at the conclusion of each calendar year as required by the I.R.S. and will withhold 7% from all payments for out-of-state (non-California) CONTRACTORS, in accordance with California Revenue and Taxation Code Section 18662. District shall not otherwise withhold or set aside income tax, Federal Insurance Contributions Act tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the CONTRACTOR to account for all of the above and CONTRACTOR agrees to hold District harmless from all liability for these taxes.

6. BUDGET CODE(S)

\$45,000	% or \$:	01	_2600	_4	_5100	_090	_1110	_4000	_409	_260
\$25,000	% or \$:	01	_2600	_4	_5800	_090	_1110	_4000	_409	_260
	% or \$:		-	-	-	-	-	-	-	-
	% or \$:		-	-	-	-	-	-	-	-
	% or \$:		-	-	-	-	-	-	-	-
	% or \$:		-	-	-	-	-	-	-	-
Total \$			70,000.00							

7. INDEPENDENT CONTRACTOR

CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent CONTRACTOR. CONTRACTOR and its employees shall not be considered employees of the DISTRICT, and are not entitled to benefits of any kind normally provided to employees of the DISTRICT, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes full responsibility for the acts and/or omissions of its employees or agents in the performance of the Services. CONTRACTOR shall have no authority to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, the DISTRICT. CONTRACTOR agrees to defend, indemnify, and hold harmless the DISTRICT from any loss, damage or sums claimed against the DISTRICT by reason of CONTRACTOR's breach or failure to perform as recited.

8. CONTRACTOR QUALIFICATIONS, LICENSING AND STANDARDS OF CARE.

CONTRACTOR represents that CONTRACTOR, and CONTRACTOR'S employees and agents, shall have in effect all licenses, credentials, permits and other legally required qualifications to perform the Services under this Agreement, without the advice, control or supervision of District. CONTRACTOR'S Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession and applicable laws, rules and regulations. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and CONTRACTOR understands that the District relies upon such professional quality, accuracy, completeness, and coordination by CONTRACTOR in performing the Services.

9. STUDENT DATA PRIVACY

If CONTRACTOR will provide technology services that involve digital access to, use, storage, or management of pupil records, then CONTRACTOR must sign a separate California Student Data Privacy Agreement, in compliance with Education Code section 49073.1.

10. USE OF AGENTS AND ASSISTANTS/REMOVAL OF EMPLOYEES OR AGENTS

To the extent necessary to enable CONTRACTOR to provide the Services, CONTRACTOR may engage any agent or assistant which CONTRACTOR may deem proper, at CONTRACTOR's own expense. It is agreed that any agent or assistant hired by CONTRACTOR will explicitly not be employed by the District. If any of CONTRACTOR's officers, employees, agents, or subcontractors is determined by the DISTRICT to be uncooperative, incompetent, a threat to the performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, or subcontractors fail or refuse to perform the Work in a manner acceptable to the DISTRICT, the DISTRICT reserves the right to require that CONTRACTOR remove person from performance of the Work hereunder.

11. ORIGINALITY OF SERVICES

Except as to standard generic details, CONTRACTOR agrees that all technologies, formulas, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions that CONTRACTOR may produce and submit to the DISTRICT in connection with this AGREEMENT shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any third party source.

12. INTELLECTUAL PROPERTY. DISTRICT agrees that CONTRACTOR may use its previously developed proprietary materials and resources in fulfillment of this AGREEMENT. All prior developed material shall remain the exclusive ownership of CONTRACTOR.

13. WORK PRODUCT OWNERSHIP

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (collectively, the "Work Product") produced by CONTRACTOR under this AGREEMENT shall be the sole and exclusive property of DISTRICT. No Work Product produced, either in whole or in part, under this AGREEMENT shall be subject to private use, copyright, or patent by CONTRACTOR without the prior written consent of the DISTRICT. District shall have all right, title and interest in and to the Work Product, including the right to secure and maintain the copyright, trademark and/or patent rights in said Work Product in the name of the District (specifically excluding any underlying pre-existing intellectual property). District may use CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the Work Product, for any purpose and in any medium.

14. EQUIPMENT AND FACILITIES

CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this AGREEMENT. District will provide CONTRACTOR with access to all needed records and materials held by the District, that District determines are pertinent to and necessary for the completion of the Services hereunder, unless such materials are confidential and not subject to disclosure.

15. DEVOTION OF TIME

CONTRACTOR shall devote such time and energy to the performance of its duties under this Contract as is reasonably necessary for a satisfactory performance. Should District require services not included in this Contract, CONTRACTOR shall make a reasonable effort to accommodate the District's additional requirements, without decreasing the effectiveness of the performance of the duties hereunder.

16. INSURANCE AND INDEMNIFICATION

INSURANCE REQUIREMENTS. During the term of this AGREEMENT, at CONTRACTOR's sole cost and expense, CONTRACTOR agrees to procure and maintain the following insurance:

- Comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate per coverage year. If CONTRACTOR's services, identified in paragraph 2 of the AGREEMENT, requires CONTRACTOR to work directly with students or requires CONTRACTOR to be in a site when students are present, Sexual Abuse/Molestation Coverage must be included under General Liability or obtained in separate policy in an amount of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate.
- Automobile liability insurance in an amount not less than \$1,000,000 per occurrence.
- *If applicable for consulting services or for services that require a state license to practice (i.e., legal, accounting, architectural, engineering, counseling, medical, technical):* Professional liability insurance in an amount not less than \$2,000,000 per claim.
- For CONTRACTORS with employees: Workers' Compensation insurance as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The Workers' compensation policy shall be endorsed with a Waiver of Subrogation in favor of the DISTRICT for all work performed by the CONTRACTOR, its employees, and agents.
- If CONTRACTOR is providing technology-related products or services and has access to personally identifiable information of the District: Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and network security.

CONTRACTOR agrees to provide an endorsement to its policy naming the DISTRICT as an additional insured and stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Prior to providing services under this AGREEMENT, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT, its officers, agents, and employees as additional insured under said policy. Except for Errors and Omissions Liability and Professional Liability, CONTRACTOR shall require the carriers of the above-required coverages to waive all rights of subrogation against DISTRICT, its officers, employees, agents, volunteers and subcontractors. All varieties of insurance required under this AGREEMENT shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided herein, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A: VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. (This requirement can only be waived by the Director of Purchasing or Director of Risk Management).

Indemnification. To the furthest extent permitted by law, CONTRACTOR, at CONTRACTOR's own expense, shall defend, indemnify, and hold harmless District, and its Board of Trustees, agents, representatives, officers, employees, trustees, and volunteers ("District Indemnitees"), from any and all claims, damages, losses, and expenses, arising from, pertaining to, or relating to, the negligence, recklessness, errors, or omissions, or willful misconduct of CONTRACTOR or its agents. The District shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend the District Indemnitees.

17. BUSINESS LICENSES AND CERTIFICATE PERMITS

As an independent CONTRACTOR, it shall be the sole responsibility of CONTRACTOR to obtain any needed business licenses, certificates, or permits to conduct business to meet the terms of this Agreement. CONTRACTORS servicing public works or maintenance projects must register with CA State DIR yearly.

18. ASSIGNMENT AND SUBCONTRACTING. This Agreement and the duties required hereunder may not be assigned to any third party without the written consent of the District. In the event of an assignment by CONTRACTOR to which District has consented, the assignee or his/her legal representative shall agree in writing with District to personally assume, perform and be bound by the covenants, obligations, and Agreements contained herein. Additionally, CONTRACTOR shall not subcontract any portion of this Agreement without the written consent of the District. In the event that a subcontract is approved by the District, all requirements of this Agreement shall flow down and apply to the subcontractor.

19. EMPLOYMENT WITH PUBLIC AGENCY. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the time in which Services are actually being performed pursuant to this Agreement. If CONTRACTOR is a CALPERS or CALSTRS annuitant, CONTRACTOR must disclose this fact to the District before signing this AGREEMENT and will be compensated through the District's Payroll and Benefits department.

20. 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the CONTRACTOR 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, the CONTRACTOR agrees to require like compliance by all its subcontractor(s).

21. FINGERPRINTING and CALIFORNIA DOJ CLEARANCE. CONTRACTOR agrees to comply with the requirements of California Education Code section 45125, as follows:

(a) Require all current and subsequent employees of CONTRACTOR who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CADOJ").

(b) Prohibit employees of CONTRACTOR, including all staff, managers, owners or agents of CONTRACTOR, from coming onto school sites or otherwise coming into contact with District pupils, unless the District has received confirmation from the CADOJ that the individual has not been convicted of a felony as defined in California Education Code section 45122.1.

(c) Provide the names of all of CONTRACTOR's employees who may come in contact with District students, on the Employee Listing form attached herewith, and certify in writing, on the accompanying Certification Form that none of the listed employees have been convicted of a felony as defined in California Education Code section 45122.1 and update this list as needed throughout the term of this Agreement.

22. SAFETY, SECURITY, CONTROLLED SUBSTANCES. CONTRACTOR is responsible for maintaining safety in the performance of this Agreement. CONTRACTOR shall adhere to the District's rules and procedures pertaining to safety, security, and driving on school grounds, particularly when children are present. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on school sites. Upon arriving each day, CONTRACTOR's employees and agents must report to the school's main office, scan their California Driver's License or other official ID into the school's digital visitor system, and receive a daily visitor ID, which they must wear at all times while on site.

23. NO SOLICITATION. In order to avoid interruption to the education of students and the operation of District schools, CONTRACTOR shall not engage in any sales or the solicitation of business on any District property, or through the use of any District resources or systems, absent the express prior written consent of the District's Chief Business Official or designee, which express written consent must be obtained no fewer than five days in advance of the occurrence of any such sale or solicitation.

24. STUDENT DATA PRIVACY: If CONTRACTOR will provide technology services that involve the digital access, use, storage, or management of pupil records, then CONTRACTOR must complete and attach a student data privacy certification for compliance with Education Code section 49073.1. The student data privacy certification is available through the DISTRICT. Pupil records includes any information directly related to a pupil that is maintained [TWIN RIVERS UNIFIED SCHOOL DISTRICT – SERVICES AGREEMENT- \\$35,000 OR MORE- NOV. 2023](#)

by the DISTRICT or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a DISTRICT employee.

25. RECORD RETENTION AND AUDIT. CONTRACTOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting the services and transactions completed under this Agreement. CONTRACTOR shall retain such records throughout the term of this Agreement, during any extensions or renewals, and for three (3) years thereafter. Additionally, pursuant to Government Code Section 8546.7, every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the Government Code. CONTRACTOR shall permit the District or an independent auditor to audit, review and make copies of all such records. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to CONTRACTOR and shall conduct audit(s) during CONTRACTOR's normal business hours, unless CONTRACTOR otherwise consents.

26. 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 Fees identified in Sec. 5 of this Agreement, and in any subsequent Amendments hereto. 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.

27. CONFIDENTIALITY. The CONTRACTOR and all CONTRACTOR's agents, personnel, employees and/or subcontractors, 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.

28. PUBLIC HEALTH MANDATES – DISTRICT POLICY: CONTRACTOR agrees to comply with all local, state and Federal Public Health Mandates and guidance, and with related DISTRICT Policies and protocols.

29. 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.

30. ENTIRE CONTRACT. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

31. DISPUTES. Notwithstanding the requirements set forth in Government Code section 900, *et seq.*, any and all disputes that arise out of this Agreement shall first be resolved by good faith negotiations between the parties with the assistance of non-binding mediation. In the event either party determines that they are not able to resolve the dispute through negotiation and mediation, then the dispute shall be submitted to binding arbitration in accordance with the American Arbitration Association. Pending resolution of any dispute, CONTRACTOR agrees it will neither rescind the Agreement nor stop the performance of the Services.

32. SEVERABILITY. In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this Contract will be affected by such holding, and all of the remaining provisions of this Contract will continue in full force and effect, unless to do so would invalidate the intent of the parties in entering into this Contract.

33. AMENDMENTS. The terms of this Agreement shall not be modified, supplemented, or amended in any manner whatsoever except by written Agreement signed by both parties.

34. GOVERNING 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 and venue shall be appropriate in Sacramento, California.

35. 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, to the primary mailing addresses of the District and CONTRACTOR.

36. FORCE MAJEURE. In the event either party is unable to perform its obligations under the terms of this Contract because of acts of God, strikes, pandemics, or other such events reasonably beyond the parties' control, such non-performing party shall not be liable for damages resulting from such failure to perform; provided, however, that such non-performing party must notify the other party of its inability to perform due to a force majeure event and must resume performance as soon as is reasonably practicable thereafter.

37. CONTRACT CONTINGENT UPON BOARD APPROVAL. The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Board of Trustees, and no payment shall be made or owed to CONTRACTOR absent that formal approval. This Agreement is deemed approved when it has been signed by the Superintendent, Chief Business Official or other Designee.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth below.

Marty Buell Martin Buell 04/08/2024 mbuell@sunriseparks.com

CONTRACTOR Printed Name / Authorized Signature / Date E-mail Address

Address 7801 Auburn Blvd. Citrus Heights, CA 95610

Street/Apt/Suite City State Zip Code

Phone 916-725-1585 **SSN or Tax ID** 94-6000529

CONTRACTOR or Business License Number _____ **DIR# and Date:** _____ **(Public Works Only)**

NOTE: SERVICES MAY NOT BEGIN AND PO WILL NOT BE ISSUED UNTIL DISTRICT RECEIVES FINGERPRINT CLEARANCES.

TO BE COMPLETED BY ADMINISTRATOR					
W-9 Form	<input checked="" type="checkbox"/>	Yes	Fingerprinting	<input checked="" type="checkbox"/>	Required
	<input type="checkbox"/>	No	(Ed Code 45125.1)	<input type="checkbox"/>	Not Required
				TB Clearance	<input checked="" type="checkbox"/> Required
				(AR1240)	<input type="checkbox"/> Not Required

<u>Brittany Smith</u>	<u>04/18/2024</u>	<u>Amy Cha</u>	<u>04/25/2024</u>
Director Contract Services & Risk Management	Date	Budget Services	Date
<u>Travis Burke</u>	<u>04/19/2024</u>	<u>Teresa Garcia</u>	<u>04/26/2024</u>
Administrator Signature Blanca Gallardo	Date	Sr. Budget Analyst	Date
_____	_____	<u>Heather Brown</u>	<u>04/26/2024</u>
School Leadership (If Applicable)	Date	Budget Director/Exec. Director	Date
_____	_____	<u>[Signature]</u>	<u>05/22/2024</u>
Special Funding (If Applicable)	Date	Chief Business Official /Authorized Designee	Date
<u>05/21/2024</u>	_____		
Date of Board Approval		Payroll Notes (If Applicable):	



TWIN RIVERS UNIFIED SCHOOL DISTRICT
Administrative Services
Mailing Address: 3222 Winona Way, North Highlands, CA 95660

CONTRACTOR CERTIFICATION

I, Marty Buell, certify to the District Board of Trustees that I am familiar with the facts contained in this certification and authorized to execute this certification on behalf of the undersigned business Sunrise Recreation & Park District. I hereby certify further that the undersigned business has complied with Education Code Section 45125.1 and conducted the required criminal background check(s) of all persons who will be providing services to the Twin Rivers Unified School District on behalf of the undersigned business, and that none of those persons have been reported by the California Department of Justice (“DOJ”) as having been convicted of a serious or violent felony as defined in Education Code Section 45122.1.

As further required by Education Code Section 45125.1, I have attached and incorporated by reference a complete and accurate list of the names of the employees of the undersigned business who will be providing services to Twin Rivers Unified School District and who may come into contact with pupils. I agree to keep this list current and to notify the Twin Rivers Unified School District of any additions or deletions as soon as they occur. I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding all persons listed.

I understand that the responsibility for criminal background clearance extends to all employees, agents, representatives, contractors and subcontractors coming into contact with pupils regardless of whether they are designated as employees or acting as independent contractors. The undersigned business shall not allow any person who has not received satisfactory written verification of compliance to enter District property for any purpose related to or arising out of this Agreement at any time that District pupils may be present.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 9th day of April, 2024, in Sacramento County, California.

Sunrise Recreation & Park District
 Name of Contractor/Firm

Marty Buell
 Name/Title of Authorized Representative (*please print*)

Martin Buell 04/08/2024
 Signature of Authorized Representative

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. County of Sacramento	
	2 Business name/disregarded entity name, if different from above Special District - Sunrise Recreation & Park District	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ Government	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 7810 Auburn Blvd.	Requester's name and address (optional)
	6 City, state, and ZIP code Citrus Heights, CA 95610	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
9	4								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Martin Buell</i>	Date ▶ 04/08/2024
------------------	--	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



SUNRISE RECREATION AND PARK DISTRICT TWIN RIVERS UNIFIED SCHOOL DISTRICT SUMMER PARTNERSHIP 2024

Sunrise Recreation and Park District (SRPD) and Twin Rivers Unified School District (TRUSD) have collaborated for the purpose of continuing to bring a summer camp program to the Foothill Community Center for 7 weeks of summer. Twin Rivers has also agreed to sponsor ELOP qualified students interested in attending SRPD Special Interest Summer Camps at Foothill and will cover operating costs for both student and vendor. A separate invoice will be sent for those students signed up for chosen special interest classes (price varies depending on the class in the range of \$185-\$215).

1). **Facility Requirements:**

SRPD will provide the facilities, staff and space required to run camp for the duration of summer program.

2). **Hours of Operation:**

Foothill Community Center/Park - The hours of operation will be 9:00 a.m. to 2:00 p.m. Monday through Friday.

3). **Days of Operation:**

This Foothill Summer Camp will open on June 10th and run through August 2nd. We will be closed on June 19th and July 1st thru 5th for the July 4th holiday week but will re-open camp on July 8th.

4). **Weekly Rate Per Enrollee:**

- Foothill Summer Camp - The weekly rate for program from 9:00 a.m. to 2:00 p.m. is \$1,400 (\$200 per student/week) and a maximum of 50 students for a total of \$70,000.

5). **Responsibilities:**

- SRPD will be responsible for providing enrichment activities and recreation to enrolled students.
- SRPD will be responsible for providing snack for the program. Parents will be responsible for providing lunch for their students each day in attendance, unless otherwise arranged by the Program Director.
- SRPD will maintain a roster of enrolled students and at the conclusion of camp, will submit the roster for re-imburement.
- SRPD will also be responsible for the hiring and retention of designated staff. While TRUSD can offer recommendations, the employment terms including maintaining records and determining termination of the staff will be at the discretion of SRPD.



- TRUSD will be responsible for submitting a roster of students along with a completed registration packet for each student. The packet must be completed and submitted to the Program Director before the student attends camp.
- TRUSD will be responsible for providing lunch and snack for all students attending camp.
- TRUSD will be responsible for the reimbursement of care for the qualifying students at the conclusion of camp.
- TRUSD will also be responsible for the reimbursement of sponsoring any qualifying students attending the Special Interest Summer Camps via a separate invoice. Cost may vary depending on amount of student interest in special interest summer camps above the 3 allotted students. If space is available, more students will be allowed to participate and an average cost of \$195 per student, depending on the camp.

6). **Total Cost:**

Total proposed cost for camp operations is \$70,000. Twin Rivers will be invoiced at the end of the summer for the total cost of camp. A separate invoice for the Special Interest Summer Camps will be submitted once a final attendance number is determined.

We thank you for your partnership and we look forward to providing a quality summer program for these students.

Sincerely,

Marty Buell
Recreation & Community Services Superintendent
Sunrise Recreation and Park District

Exhibit "B"

ELOP Services Budget - Twin Rivers Unified School District June 10 - Aug. 2, 2024

BUDGET CATEGORIES	TOTAL OPERATING EXPENSES	TOTAL REVENUE BASED ON MINIMUM #'S
<u>PROGRAM FUNDING</u>		
Foothill Summer Camp (Max. 50 Students)		\$70,000
<u>OPERATING EXPENSES- Summer included.</u>		
Salaries & Wages (Administrative & Personnel)	\$33,000	
Personnel Onboarding and Training	\$900	
Office Supplies	\$500	
Contracted Services	\$14,600	
Curriculum Supplies	\$17,000	
<u>START-UP EXPENSES</u>		
Program Supplies & Technology	\$4,000	
<u>TOTAL OPERATING EXPENSES:</u>	\$70,000	\$70,000

OVERALL

50 students @ \$1,400 per student = **\$70,000**

Exhibit "C"

ELOP Services Budget - Twin Rivers Unified School District June 10 - Aug. 2, 2024

BUDGET CATEGORIES	POTENTIAL OPERATING EXPENSES	POTENTIAL REVENUE to SRPD BASED ON MINIMUM #'S of (3) Students per Camp
<u>PROGRAM FUNDING</u>		
Summer Special Interest Weekly Camps (Mad Science, Intellibricks, Play-Well, Dream Enrichment - \$192 to \$199 per camp - Avg. \$195) (3) Potential ELOP qualified students per weekly special interest summer camp. ***Could be more if more participants are interested and if space available in camp.		\$2,632.50
<u>OPERATING EXPENSES - Summer Special Interest Weekly Camps.</u>		
(15-one week camps x \$195 per camp avg. x 3 ELOP students)	\$8,775.00	
Approx. 70% payment to Camp Owner	\$6,142.50	
Approx. 30% payment to SRPD	\$2,632.50	
<u>START-UP EXPENSES</u>	\$0	
<u>POTENTIAL OPERATING EXPENSES:</u>	\$8,775.00	

*****OVERALL Potential Charges to TRUSD (if 3 students per Camp):**

3 ELOP students x 15 camps x \$195 avg. cost of each weekly camp = **\$8,775.00**

***Cost may vary depending on amount of student interest in special interest summer camps above the 3 allotted students, space pending.