

## RESOLUTION NO. 2017-103

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CREDO HIGH SCHOOL FOR USE OF THE CALLINAN SPORTS AND FITNESS CENTER AND RELATED ACTIONS

**WHEREAS**, the City of Rohnert Park ("City") has outdated scoreboards at the Callinan Sports and Fitness Center that work sporadically and are in need of replacement; and

**WHEREAS**, Credo High School does not have a gym and is need of space for team practices and games for volleyball and basketball; and

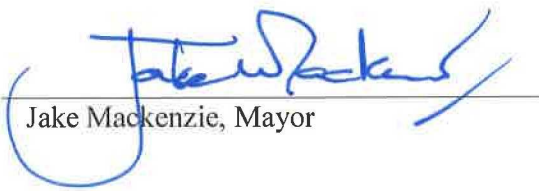
**WHEREAS**, the City desires to identify new and innovative ways to increase revenue; and the new equipment will create opportunities for new rental customers at the Callinan Sports & Fitness Center gym.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that the Agreement with Credo High School attached hereto as Exhibit "A" ("Agreement") is approved; and

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized and directed to execute the Agreement, subject to minor modifications by the City Manager or City Attorney, and take all actions necessary to effectuate the implementation of the Agreement.

**DULY AND REGULARLY ADOPTED** this 8th day of August, 2017.

**CITY OF ROHNERT PARK**

  
Jake Mackenzie, Mayor

**ATTEST:**

  
JoAnne M. Buerger, City Clerk

Attachment: Exhibit A

AHANOTU: Aye BELFORTE: Aye CALLINAN: Aye STAFFORD: Aye MACKENZIE: Aye  
AYES: ( 5 ) NOES: ( 0 ) ABSENT: ( 0 ) ABSTAIN: ( 0 )



**City of Rohnert Park  
130 Avram Avenue  
Rohnert Park, CA 94928**

## **AGREEMENT**

THIS AGREEMENT is entered into as of the 8th day of August, 2017 by and between the CITY OF ROHNERT PARK ("City"), a California municipal corporation, and CREDO HIGH SCHOOL ("School"), a California public charter school (collectively "Parties").

### RECITALS

WHEREAS, the School desires use of certain City facilities at Callinan Sports and Fitness Center located at 5405 Snyder Lane (the "Sports Center") for the benefit of its basketball and volleyball teams; and

WHEREAS, in order for the School to use the Sports Center facilities for athletics, the facilities will require updating; and

WHEREAS, City desires to replace outdated portions of the Sports Center facilities, including obtaining a new scoreboard, shot clocks, and related scorekeeping equipment that meets the minimum requirements of local and regional high school athletics leagues (the "Work"); and

WHEREAS, School hereby warrants to the City that School will obtain services of a skilled contractor/consultant to perform the Work, as described in Section 3 of this Agreement; and

WHEREAS, in reliance on such warranty, City is willing to allow the School to perform the Work on the City's Sports Center facilities under the terms and conditions set forth herein; and

WHEREAS, School desires to complete the Work in order to obtain from the City rental services of the Sports Center facilities on such terms and conditions as set further set forth herein; and

WHEREAS, the City is willing to rent certain Sports Center facilities to the School on such terms and conditions upon completion of the Work;

## AGREEMENT

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination.

A. City. The City Manager or his/her designee shall represent City for all purposes under this Agreement. The Community Services Manager, Cindy Bagley is hereby designated as the Project Manager. The Project Manager shall supervise the progress and execution of this Agreement.

B. School. The School Athletic Director, Kim Holland will have overall responsibility for the progress and execution of this Agreement for the School.

3. Scope and Performance of Services

A. Scope of Work. Subject to such policy direction and approvals as the City through its staff may determine from time to time, School shall be responsible for the "Scope of Work" attached hereto as Exhibit A and incorporated herein by reference. School shall be responsible for oversight and performance of the selected contractors and subcontractors.

B. Time of Performance. The services of School with regards to the Work are to commence upon receipt of a written notice to proceed from City, but in no event prior to receiving a fully executed agreement from City and obtaining and delivering the required insurance coverage, and satisfactory evidence thereof, to City. All such services are to be completed within ninety (90) days of written notice to proceed from City.

C. Standard of Quality. City relies upon the professional ability of School's selected contractor/consultant as a material inducement to entering into this Agreement. School shall be responsible for ensuring that all work performed under this Agreement is in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals.

4. School Responsibility for Contractor's Performance; Compensation for Work.

A. Compensation. School's compensation for the performance of the Work under the terms of this Agreement shall be expressly and solely limited to the in-kind services to be provided by the City and the waiver of rental fees of the Sports Center facilities, under the terms and conditions set forth in Exhibit B. School agrees that it is not entitled to any monetary payment of any kind under this Agreement, and that such in-kind services and waiver of rental fees are non-transferrable and have no cash value in the event of suit.



B. School Solely Responsible. School shall be responsible for all oversight, management, and compensation of its contractor and any subcontractors. The City shall not be responsible for any disputes between School and its contractors, consultants, or subcontractors, nor will City mediate or resolve any such disputes. Regardless of the cause or fault of any party, School shall be responsible for paying all compensation, premiums, overtime, benefits, sick leave, administrative leave, and any other forms of compensation as may arise out of the School's performance of the Scope of Work, including any unanticipated increases in the cost of such work being performed by its contractors, consultants, or subcontractors. School shall make no claims against City for any such amounts.

C. No Waiver. Performance by City under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the City at the time of such performance.

D. Taxes. School shall pay any taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by School.

E. Litigation Support. School agrees to testify at City's request if litigation is brought against City in connection with School's performance of the Scope of Work.

5. Amendment to Scope of Work. City shall have the right to amend the Scope of Work within the Agreement by written notification to the School. In such event, the time of performance and Scope of Work shall be subject to renegotiation upon written demand of either party to the Agreement. School shall not commence any work exceeding the Scope of Work without prior written authorization from the City. Failure of the School to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate City authorization.

6. Term. This Agreement shall commence upon its execution by both parties and shall continue in full force and effect for five years, amended pursuant to Section 21, or otherwise terminated as provided herein.

7. Inspection. School shall furnish City with every reasonable opportunity for City to ascertain that the services of School are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve School of any of its obligations to fulfill the Agreement as prescribed.

8. Ownership of Documents. Title to all work papers compiled by the School under the Agreement shall be vested in City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City. Data prepared or obtained under the Agreement shall be made available, upon request, to City without restriction or



limitations on their use. School may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of City during the term of this Agreement, unless required by law. School's working papers, including audit programs, analytical review schedules, and statistical sampling results, analyses and schedules are the School's property.

9. Employment of Other Contractors, Consultants, Specialists or Experts. School will not employ or otherwise incur an obligation to pay other contractors, consultants, specialists or experts for services in connection with this Agreement without the prior written approval of the City.

10. Conflict of Interest. School covenants and represents that neither it, nor any officer or principal, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of City, hinder School's performance of services under this Agreement, or be affected in any manner or degree by performance of School's services hereunder. School further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, consultant, contractor, or subcontractor without the express written consent of the City. School agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the City in the performance of the Agreement.

11. Liability of Members and Employees of City. No member of the City and no other officer, elected official, employee or agent of the City shall be personally liable to School or otherwise in the event of any default or breach of the City, or for any amount which may become due to School or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

12. Indemnity. To the fullest extent permitted by law, School hereby agrees to defend (by counsel reasonably satisfactory to the City), indemnify, and hold harmless the City, its officers, elected officials, employees, agents, and volunteers from and against any and all claims, demands, damages, costs, liabilities, or obligations brought on account of or arising out of any acts, errors, or omissions of School, its officers, employees, agents, consultants, contractors, and subcontractors undertaken pursuant to this Agreement excepting liabilities due to the sole negligence or willful misconduct of City. The City has no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise. School's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in California Civil Code § 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for School under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by School and shall continue to bind the parties after termination/completion of this agreement. This indemnification shall be regardless of and not in any way limited by the insurance requirements of this contract. This indemnification is for the full period of time allowed by law and shall survive the termination of this agreement.

13. School Not an Agent of City. School, its officers, employees, contractors, and agents shall not have any power to bind or commit the City to any decision.

14. Independent Contractor. It is expressly agreed that School, in the performance of the work and services agreed to be performed by School, shall act as and be an independent contractor and not an agent or employee of City; and as an independent contractor, School shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and School hereby expressly waives any claim it may have to any such rights.

15. Compliance with Laws.

A. General. School shall ensure that its contractors and consultants use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. School represents and warrants to City that School and School's contractors and consultants shall keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for performance of the Work. The City is not responsible or liable for School's failure to comply with any or all of the requirements contained in this paragraph.

B. Workers' Compensation. School certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and School certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

C. Injury and Illness Prevention Program. School certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.

D. City Not Responsible. City is not responsible or liable for School's failure to comply with any and all of its requirements under this section and Agreement.

E. Waiver of Subrogation. School and School's insurance company agree to waive all rights of subrogation against City, its officers, elected officials, employees, agents and volunteers for losses paid under School's workers' compensation insurance policy which arise from the work performed by School for the City.

16. Confidential Information. All data, documents, discussions or other information developed or received by or for School in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by the City, or as required by law.

17. Assignment; Contractors; Subcontractors; Employees

A. Assignment. School shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without the City's prior written consent. Any assignment without such



approval shall be void and, at the City's option, shall immediately cause this Agreement to terminate.

B. Contractors; Subcontractors; Employees. School shall be responsible for employing or engaging all persons necessary to perform the services of School hereunder. No contractor or subcontractor of School shall be recognized by the City as such; rather, all contractors and subcontractors are deemed to be employees of the School, and School agrees to be responsible for their performance. School shall give its attention to the fulfillment of the provisions of this Agreement by all of its employees, contractors, and subcontractors, if any, and shall keep the work under its control. If any employee, contractor, or subcontractor of School fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

18. Insurance. Without limiting School's indemnification provided herein, School shall comply with the requirements set forth in Exhibit C to this Agreement.

19. Termination of Agreement; Default.

A. If School fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement for cause immediately upon written notice.

B. School may terminate the Agreement at any time, with or without cause, upon 30 days written notice to the City. In event of such termination, School shall not be entitled to any monetary compensation in any form whatsoever, nor shall it be entitled to any further services from the City. In the event that School completes the performance of the Scope of Work before such termination, it shall not be entitled to return of any equipment installed or compensation for the value of such services performed. School's compensation shall be limited by the terms set forth in Paragraph 4, subdivision (A), regardless of the City's respective performance or non-performance of the Agreement.

C. Upon termination of this Agreement, School shall turn over to the City Manager immediately copies of studies, computations, and other data, whether or not completed, prepared by School or its contractors or subcontractors, if any, or given to School or its subcontractors, if any, in connection with this Agreement. Such materials shall become the permanent property of the City. School shall be entitled to retain copies of such documents and shall not be required to erase all electronic backup copies or data. As stated above in section 8, School's working papers remain the property of School. School, however, shall not be liable for the City's use of incomplete materials nor for the City's use of complete documents if used for other than the project contemplated by this Agreement.

20. Suspension. The City shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as it deems necessary due to



unfavorable conditions or to the failure on the part of the School to perform any provision of this Agreement.

21. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between the City and School and shall supersede all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both the City and School. All provisions of this Agreement are expressly made conditions.

22. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

23. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

24. Time of the Essence. Time is of the essence of this Agreement.

25. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of mailing if mailed as provided in this section.

If to City: Cindy Bagley, Community Services Manager  
City of Rohnert Park  
5401 Snyder Lane  
Rohnert Park, CA 94928

If to School: Kim Holland, Athletic Director  
Credo High School  
1300 Valley House Drive, Suite 100  
Rohnert Park, CA 94928

26. School's Books and Records.

A. School shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business

hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to the City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at School's address indicated for receipt of notices in this Agreement.

27. Agreement Binding. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

28. Equal Employment Opportunity. School is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. School will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. School will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. School further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

29. City Not Obligated to Third Parties. The City shall not be obligated or liable for payment hereunder to any party.

30. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

31. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

32. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

- A. Exhibit A: Scope of Work
- B. Exhibit B: Sports Center Fee Waiver and Use Terms
- C. Exhibit C: Insurance Requirements
- D. Exhibit D: Application for Use of City Facility

33. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at

least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

34. News Releases/Interviews. All news releases, media interviews, testimony at hearings and public comment regarding this Agreement shall be prohibited unless expressly authorized by the City.

35. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Sonoma, California.

36. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

IN WITNESS WHEREOF, the City and School have executed this Agreement as of the date first above written.

CITY OF ROHNERT PARK

SCHOOL

By:

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

Title: \_\_\_\_\_

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By:

\_\_\_\_\_  
City Clerk



## Exhibit A

### EXHIBIT A

#### SCOPE OF WORK

School shall be responsible for performing the following Work:

1. Work Defined. School shall procure, pay for, and deliver, at its sole cost and expense the following equipment detailed in the quotation created by Nevco (School's selected equipment vendor) on July 25, 2017 for Kim Holland, attached hereto as Exhibit E and incorporated herein:

Basketball/Volleyball/Wrestling LED Scoreboard; MPC/MPCW Control Carrying Case; Controller MPCW-7 (Wired or Wireless); Receiver MPCW-7 (Wireless) for indoor scoreboards; Slim Shot Clock & Game Clock LED Display (Set of 2) – Black

This equipment shall be procured by the School from Nevco and installed by Nevco. Any substitutions of equipment or the installer require approval by the Project Manager. School shall be responsible for procurement of any additional ancillary components necessary to ensure proper operation or installation of the above equipment, including but not limited to any power cords, cabling, conduit, and/or mounting hardware.

School shall be responsible for installation of all procured equipment at the Sports Center gymnasium, and shall coordinate installation with the City and Nevco. School shall be responsible for any related permitting or inspection costs, and shall ensure that the installation is conducted in a professional manner and conforms to all applicable codes, regulations, and laws.

The Work shall be completed by September 30, 2017.

2. Ownership of Completed Work. Upon satisfactory installation of the Work, ownership of all installed equipment shall immediately transfer to the City.

3. City's Responsibilities with Respect to the Work. City shall coordinate with School and Nevco regarding installation. Upon satisfactory completion of the Work by School, City shall also waive rental fees for use of the Sports Center upon the terms and conditions set forth in Exhibit B.

## EXHIBIT B

### SPORTS CENTER FEE WAIVER AND USE TERMS

In exchange for the School's satisfactory performance of the Work, City shall make available use of the City's Sports Center upon the following terms and conditions:

1. Availability. City shall ensure availability of the Sports Center gymnasium facilities for the use of the School's basketball and volleyball teams for a five-year period following completion of the Work. To ensure such availability, School shall be responsible for providing City with a proposed schedule by July 31<sup>st</sup> prior to the start of the school year. The proposed schedule shall be subject to approval of the City. School shall be responsible for rental fees for all scheduled use hours in accordance with Paragraph 4 of this Exhibit B.

2. Application. Each year, School shall fill out an Application for Use of City Facility, an example of which is attached as Exhibit D. School shall adhere to the terms and conditions set forth in the Facility User Agreement and any other policies or requirements that the City generally applies to rental users of City property, as such requirements may be updated from time to time.

3. Insurance. School shall obtain property damage and public liability insurance in the amount of \$1,000,000 for use of the Sports Center. The City of Rohnert Park must be named as additional insured on the certificate of insurance, and School shall obtain any additional endorsements as may be required. City may alter this insurance requirement upon 60-days' notice to the School.

4. Waiver of Fees. City shall waive up to 100 hours in standard rental fees for use of the Sports Center gymnasium each school year during the five-year term of this Agreement. However, during the five-year term of this agreement the City shall waive a maximum of \$10,000 in standard rental fees for use of the Sports Center gymnasium. School may not transfer or carry-over such waiver of fees to another person or entity, nor use such fee waiver during any subsequent period.

## EXHIBIT C

### INSURANCE REQUIREMENTS

*Prior to the beginning of and throughout the duration of the Work, School will ensure that it as well as any consultant, contractor or subcontractor maintain insurance in conformance with the requirements set forth below. School shall use existing coverage to comply with these requirements, and shall require its consultants, contractors, and subcontractors to do the same. If existing coverage does not meet the requirements set forth here, School agrees to, and shall cause its consultants, contractors and subcontractors to, amend, supplement or endorse the existing coverage to do so. School acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.*

*School shall obtain and require its contractors, consultants, or subcontractors, as applicable, to obtain the following types and amounts of insurance.*

General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 (Two Million Dollars) per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 0001 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 (One Million Dollars) per accident. If School (or contractor, consultant, or subcontractor, as applicable) owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If the employees of School (or contractor, consultant, or subcontractor, as applicable) will use personal autos in any way on this project, School (or contractor, consultant, or subcontractor, as applicable) shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 (One Million Dollars) per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of School, contractors/consultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$2,000,000 (Two Million Dollars) per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the School (or contractor, consultant, or subcontractor, as applicable) and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 (One Million Dollars) per claim and in the aggregate. The policy must "pay on behalf of" the



insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

*Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best rating of A- or better and a minimum financial size VII.*

General conditions pertaining to provision of insurance coverage by School. School and City agree to the following with respect to insurance provided by School.

1. School agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officers, elected officials, employees, agents, and volunteers using standard ISO endorsement No. CG 20 10 or an approved equivalent. If completed operations coverage is excluded, the policy must be endorsed to include such coverage. School also agrees to require all consultants, contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit School, or School's employees, or agents, from waiving the right of subrogation prior to a loss. School agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all consultants, contractors and subcontractors to do likewise.
3. The worker's compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, elected officials, employees, agents, and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured for the City.
4. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
6. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
7. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. School shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
8. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to School's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by School or deducted from sums due School, at City option.

9. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. School agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
10. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by School, its consultants, contractors, or any subcontractors, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self-insurance available to City.
11. School agrees to ensure that consultants, contractors, subcontractors, and any other party involved with the project that is brought onto or involved in the project by School, provide the same minimum insurance coverage required of School. School agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. School agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
12. School agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If School's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the School, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
13. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the School ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the School, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
15. School acknowledges and agrees that any actual or alleged failure on the part of City to inform School of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. School will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
17. School shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from School's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

18. The provisions of any workers' compensation or similar act will not limit the obligations of School under this agreement. School expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its officers, elected officials, employees, agents, and volunteers.
19. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
20. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
21. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
22. School agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or School for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
23. School agrees to provide immediate notice to City of any claim or loss against School arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.



## EXHIBIT D

## APPLICATION FOR USE OF CITY FACILITY



**CITY OF ROHNERT PARK**  
 COMMUNITY SERVICES DEPARTMENT  
 5401 Snyder Lane  
 Rohnert Park, CA 94928  
 (707) 588-3456, Fax (707) 588-3444

CONTRACT # \_\_\_\_\_

DATE SUBMITTED \_\_\_\_\_

## APPLICATION FOR USE OF CITY FACILITY

## FACILITY REQUESTED:

## COMMUNITY CENTER

- ☐ Multi Use Room (350)  
☐ Kitchen  
☐ Meeting Room #2 (40)  
☐ Lounge (35)  
☐ Garden Room (75)  
☐ Crafts Room (35)  
☐ Conference Room (15)

## BURTON AVENUE REC CENTER

- ☐ Main Hall (200)

## SENIOR CENTER

- ☐ Activity Room (150)

## GOLD RIDGE REC CENTER

- ☐ Multi Use Room (100)

☐ Other: \_\_\_\_\_

## STAFF RENTAL NOTES

## APPLICANT INFORMATION

NAME OF APPLICANT: \_\_\_\_\_

ORGANIZATION OR WEDDING PARTY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ 2nd PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

EVENT CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

*This person will be responsible for the event and must be present and available to staff during entire event*

## EVENT INFORMATION

TYPE OF EVENT: \_\_\_\_\_

Day 1: Date: \_\_\_\_\_ Arrival Time (setup): \_\_\_\_\_ Event Start: \_\_\_\_\_ Event End: \_\_\_\_\_ Departure (cleanup complete): \_\_\_\_\_ Total Hrs: \_\_\_\_\_

Day 2: Date: \_\_\_\_\_ Arrival Time (setup): \_\_\_\_\_ Event Start: \_\_\_\_\_ Event End: \_\_\_\_\_ Departure (cleanup complete): \_\_\_\_\_ Total Hrs: \_\_\_\_\_

Additional Time Requests or Ongoing Use Request (please include dates, day of the week and hours): \_\_\_\_\_

## CLASSIFICATION INFORMATION:

Is the event open to the public? YES NO  
 Are you a 501(c) non-profit organization? YES NO  
 Will tickets be sold or admission charged? YES NO  
 Is the event a fundraiser? YES NO  
 If yes, please describe: \_\_\_\_\_

## FOOD AND DRINK:

Will food/non-alcoholic beverages be served? YES NO  
 Will alcohol be served? YES NO  
 If yes, what kind? Beer/Wine Hard Alcohol  
 Will alcohol be sold? YES NO  
 Alcoholic beverage hours served: From \_\_\_\_\_ am/pm Until \_\_\_\_\_ am/pm

## EXPECTED ATTENDANCE:

Total expected attendance: \_\_\_\_\_  
 21 and over \_\_\_\_\_  
 Age 13 - 20 \_\_\_\_\_  
 Children (12 and under) \_\_\_\_\_

Will there be music at the event? No D.J. Live Recorded

ADDITIONAL EQUIPMENT: Available equipment varies by facility and may require an additional charge, please see facility information sheet for more details.

Equipment requested: \_\_\_\_\_

## DEPOSIT/PAYMENT INFORMATION

## For Staff Use

Damage Deposit: \_\_\_\_\_ Payment Method: \_\_\_\_\_ Date: \_\_\_\_\_ Receipt#: \_\_\_\_\_

Deposit Refund Instructions: \_\_\_\_\_

Fees Paid: \_\_\_\_\_ Insurance Form Rec'd: \_\_\_\_\_ Deposit Refunded: \_\_\_\_\_

## **CITY OF ROHNERT PARK** **FACILITY USER AGREEMENT**

Initials

### **RESPONSIBILITY OF USERS AND CONDITIONS OF USE**

- Permission for use of the facilities will be granted upon the condition that all rules and policies governing the use of said facilities are followed and all necessary fees and deposits are paid. Permission for use may be revoked at any time if user fails to do so.
- The requesting group and its representative signing for the facility are responsible for the conduct of their guests and all damage to the facility during the time of use. Damages to the building, carpeting, floors, etc. may result in forfeiture of deposit. If the deposit does not cover the additional, users will be billed for the outstanding balance.
- Users of recreation facilities shall be responsible for damage or theft of City property during the period of use.
- Any group failing to exercise proper care and responsibility in the maintenance of the facility may be refused use of the facilities in the future.
- The City reserves the right to cancel, reassign or otherwise adjust reservations to comply with the demands of its own programs, community programs, or emergency requirements.
- The requested organization or group representative shall be required to pay a security deposit at the time the permit is submitted. The deposit is refundable after the use date and will be returned to the applicant within approximately 4 to 6 weeks unless damages, additional maintenance or services are assessed.
- All fees must be paid and necessary forms submitted at least 30 days prior to use. Failure to do so may result in the cancellation of your event.
- Property damage and public liability insurance in the amount of \$500,000-\$1,000,000 may be required for use of any city facility. The City of Rohnert Park must be named as additional insured on the certificate (additional endorsement may be required).
- Depending on the nature of your event the City of Rohnert Park may require additional terms and conditions of use.
- If the police are called to settle disturbances, fights, etc. as a result of the group renting the facility, the group may be charged for police time and the event may be shut down with no refunds.
- If the event exceeds the expected attendance stated on the contract the event may be shut down with no refunds given; if your expected attendance has changed this must be approved by the Community Services Office (during normal office hours) prior to the event.
- Facility use fees are accurate at the time the rental contract is signed. Facility use fees are periodically reviewed by City Council and any changes to the approved fee schedule will be applied to all rental contracts unless the effective date is less than 30 days prior to an event.
- Under California Revenue and Taxation Code Section 107.6, ongoing and repeat users of public facilities may create a possessory interest in the facility subject to taxation under this code. User agrees that they shall be solely responsible for the payment of any such property tax if applicable. One time users are not subject to this tax.

### **HOURS OF USE**

- The hours of use stated on the rental contract are the ONLY hours groups will be permitted to be in the rental space (this includes setup, cleanup, time needed for caterers or DJs and rehearsal time).
- Any time the group remains in the rental space after the hours of their contract they will be billed and the amount deducted from their rental deposit at 1.5 times the hourly rental rate for the room (rounded up to the 1/2 hr.).
- City facilities and staff will not accept any deliveries on behalf of rental parties.
- Hours of use may be changed up until 45 days prior to your event. A request to change hours less than 45 days prior to an event is not guaranteed and must be approved by the facility coordinator.
- User must remove all equipment, decorations and other belongings from the building at the end of their rental time. No belongings may be left overnight without written permission.
- Please notify Community Services staff when your party arrives and is ready to leave (staffed buildings only).

### **CANCELCATION**

- Cancellation of your event less than 60 days prior to your event will result in the forfeit of your deposit. An administrative fee of \$50 will be charged for any cancellations prior to the 60 day period. In either case all other rental fees paid will be refunded in 4-6 weeks.
- A user may request to change the date of an event if the date is still available at a cost of \$25, though any requests for changing dates less than 60 days prior to your current date will be treated as a cancellation for the purposes of this policy.

Initials

### EQUIPMENT

- If you require any additional equipment please make sure to request it either on your application or at least 1 business day prior to your event. Equipment is offered as available and must be returned after your event.
- No additional equipment will be made available to users other than that specified on the application for use, this includes items such as ladders, extension cords and office supplies.

### DECORATIONS

- Decorations must be made of fire proof or fire retardant materials.
- The following items are not permitted to be used on any surface... tacks, pins, staples, nails, duct tape, confetti, birdseed, rice, glitter, or any other substance that may damage floors, walls or other City property.
- Only painters tape or "party tac" or similar adhesive may be used on any painted surface provided removal does not damage the walls. Scotch tape may be used on door frames.
- Any helium balloons must be mounted. Users may be charged for removal of unanchored balloons from ceiling.

### CLEANING

- User must dispose of all trash resulting from their use in and around the rental area. Each room has at least one trash can and replacement bags will be provided upon request.
- User must empty all trash cans into appropriate dumpster. The dumpster at the Community Center and Burton Rec. Center are both located outside behind their respective kitchens. No trash may be left outside not in a dumpster.
- Do not dump grease or ice outside.
- User should wipe up any spills immediately and notify a staff person if they need any cleaning supplies to take care of the spills.
- If the user used any of the silverware or dishes in the kitchen (Community Center only) they must be washed and put back into their cabinets and drawers. If dishes are left dirty or in the wrong place additional staff charges will be assessed.
- If the user paid a cleanup/facility maintenance fee this fee covers the takedown of all tables and chairs along with cleaning of the floors and general cleaning of the facility. This fee NEVER covers the cleanup of the kitchen and users must leave the kitchen in the exact state it was prior to their arrival.
- Users will be billed for any additional charges arising from the need for additional cleaning of the facility as a result of their rental by either City staff or contracted janitorial services.

### ALCOHOL POLICY

- Alcohol may be served within City facilities if requested on the initial application for facility use and with permission of Community Services Staff. The user shall be responsible for any incidents that might occur as a result of alcohol consumption at their event.
- If alcohol use was not permitted or not approved by Community Services staff prior to an event it is the users responsibility to ensure that alcohol is not present at their event. If alcohol is then discovered by either City staff or the user it is the users responsibility to have it removed immediately. Failure to comply with this policy will result in the forfeit of your deposit and possible shut down of your event (no refunds). Note, any evidence of alcohol found after your event will be considered proof of failure to comply with this policy and will result in the forfeit of your deposit.
- Users are responsible for ensuring that any minors at the event are not in possession of or consuming alcoholic beverages and understand that if they fail to do so you may receive a criminal citation for hosting a gathering where minors and alcohol are present.
- It is understood that if a person gives an alcoholic beverage to a minor, both the person who gave the alcohol and the minor could be arrested.
- The Community Services department may require security for events which serve alcohol.
- Any individual or organization sponsoring an activity where alcoholic beverages are served and sold or admission charged must be licensed by the Department of Alcoholic Beverage Control and will be required to submit a certificate of liability insurance in the amount of \$1 million including full liquor liability naming the City of Rohnert Park as additional insured.
- An organization requiring a A.B.C. permit must complete the application and submit it to the Community Services Office at least 30 days prior to the event. Form will be returned signed within 5 business days.
- If a caterer will be selling alcohol at an event a copy of their license must be submitted 30 days prior to the event.
- When serving alcohol for more than 5 hours, alcohol service must cease at least 1 hour prior to the end of your event and may be served for no more than 7 hours total per day.
- At events where alcohol is served alcoholic beverages must be served in a container that identifies the beverage as alcoholic (labeled cans and bottles are ok), for example colored cups for alcohol and clear cups for non-alcoholic beverages.



Initials:

#### FACILITY SAFETY AND SECURITY

- Users are responsible for the security of the facility if no building attendant is on duty. Double check to see that all doors and windows inside and out are secure.
- The signed renter of the facility or their designated representative must remain on site at all times during the event. This person also must be available to City staff throughout the event.
- The facility lights must remain on at all times.
- Fog machines are not permitted.
- Any security personnel or event staff must wear clothing identifying them as such.
- Security personnel and event staff are not permitted to consume any alcoholic beverages during the event.
- If security personnel are in attendance they will maintain and monitor all entrances to the facility.
- All guests in attendance will either have an invitation, ticket or be on a guest list.
- Per City ordinance smoking is not permitted in any City facility or within 25 feet of any exit, entrance or operable window.
- No persons wearing or carrying any gang attire or bandanas will be allowed to enter event.
- Food and drink are not allowed in any facility lobby area.

#### SECURITY (IF REQUIRED)

- Three (3) security guards must be hired for every 100 people in attendance (1 per 33 rounding up) up to a maximum of seven (7) for the event. These guards must patrol the exterior and interior of the facility and control any problems that might occur.
- The security guard firm must be state licensed and approved by the City of Rohnert Park Public Safety.
- Arrangements for the security guards are to be made by the group using the facility. Fees for the security guard services are to be handled between the facility user and security guard firm.
- A copy of the contract for services provided by the security guard firm needs to be submitted to the Community Services department thirty (30) days prior to the function.
- Security Guards must be in uniform.
- Security personnel and/or event staff must maintain and monitor all facility entrances and exits.

#### HOLD HARMLESS AGREEMENT

The applicant shall save, keep and hold harmless the City, its officers, agents and employees and volunteers from all damages. Costs or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of applicants use of City facilities or equipment including but not limited to, claims for damages for death, personal injury, property damage, which he or any organization of which he is a member, may have or that may hereafter accrue to him or his organization, as a result of the use of these facilities which may be occasioned by any willful or negligent act or omissions of the applicant, any of the applicant's employees agents, volunteers or any subcontractor. The City will not be held liable for any accident, loss, claim, liability, damages and/or injury to persons and property that in any way may be caused by or during applicants use or occupancy of said areas and/or facilities.

PRINT NAME: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

The undersigned who is to be in charge of this function is twenty-one years of age or older

*With my initials above and signature below I certify that I am over 21 years old and agree on behalf myself and any organization I am representing that I have read and understand all of the policies laid out on this form and will abide by all of the policies and conditions of use set forth by the City of Rohnert Park for facility use.*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Contract #*

## EXHIBIT E

## NEVCO QUOTE



## QUOTATION

Account Name	Credo High School	Created Date	7/25/2017
Quote Number	00070564	Expiration Date	9/23/2017
Contact Name	Kim Holland	Prepared By	Steve Warner
Title	Athletic Director	Title	Display & Scoring Consultant
Phone	760-484-0707	Phone	(916) 716-4210
Email Address	<a href="mailto:sports@credohigh.org">sports@credohigh.org</a>	Email Address	<a href="mailto:swarner@nevco.com">swarner@nevco.com</a>

Quantity	Model/Part #	Product Description	Dimensions L x H x W/D	Total Price
1.00	2750-RL	Basketball/Volleyball/Wrestling LED Scoreboard	8'x5'11"x8"	\$3,501.13
2.00	MPC(W) Case	MPC/ MPCW Control Carrying Case	1.7"x1.1"x8"	\$109.15
2.00	MPCW-7	Controller MPCW-7 (Wired or Wireless)	0.9"x0.8"x4"	\$1,838.90
3.00	MPCW-7 Indoor Rec	Receiver MPCW-7 (Wireless) for indoor scoreboards		\$1,279.28
1.00	SSC-T5 Set	Slim Shot Clock & Game Clock LED Display (Set of 2) - Black	24" x24"x 2"	\$2,392.05
Ttl Shipping Wt (lbs)		250	Subtotal	\$9,120.50
Sales Tax Rate		8.625%	Freight	\$368.00
			Tax	\$788.64
			Total	\$10,275.14

## Billing/Shipping Information

Bill To Name	Credo High School	Ship To Name	Credo High School
Bill To	Rohnert Park, CA		

## Quote Terms and Conditions

The above pricing is for equipment only and does not include installation (unless specified) or taxes (if applicable). Credit terms determined upon receipt of purchase order. Shipping terms are F.O.B. Greenville, IL USA.

All Scoreboards and Message Centers are UL Listed and most come with our free 5-year guarantee (Exception: Special promotion/packages may have shorter warranty and are noted in product descriptions). Wireless components, UltraScore Portable Scoreboard and Solar Power Kit carry a 2-year guarantee. Hand-held controls and switches carry a 1-year guarantee.

Scoreboards are available in 15 standard colors at no extra charge. Please contact your consultant for production/shipping lead times.

Purchase Order Address	Nevco, Inc. 301 East Harris Ave Greenville, IL 62246-2151	Remit To Address	Nevco, Inc. 7957 Solution Center Chicago, IL 60677-7009 800.851.4040 / 618.664.0360
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## Quote Acceptance

Signature _____	Title _____
Name _____	Date _____

## CERTIFICATE OF SCHOOL

I, HEREBY CERTIFY that I am Kim Holland, Athletic Director, of Credo High School whose address is 1300 Valley House Drive, Suite 100, Rohnert Park, CA, 94928 and that I here represent that Credo High School has not:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above School) to solicit to secure this Agreement.
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above School) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

Except as here expressly stated (if any);

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



Attachment 3: Exhibit B  
Proposed 2017-2018 Callinan Sports and Fitness Center Fall-Winter Gym Schedule

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
AUGUST				4:30-6:30 Credo VB 7-10 open VB			
SEPT			*Credo VB Game 4:30-8pm	4:30-6:30 Credo VB 6:30 open VB	*Credo VB Game 4:30-8pm		
OCT	9a-7p Adult BB (Late Oct)		5:15-10:15 Adult BB (Oct 1)	4:30-6:30 Credo VB 7-10 open VB	*Credo VB Game 4:30-8pm		
NOV	9a-7p Adult BB	3:15-5pm Credo (2nd wk Nov) 5-7:30 CYO (Nov 1)	3:15-5pm RCHS (2nd wk Nov) 5:15-10:15 Adult BB	3:15-5pm Credo (2nd wk Nov) 5-6:30 CYO (Nov 1) 7-10 open VB	3:15-5pm RCHS (2nd wk Nov) 5-7:30 CYO (Nov 1)	3:15-5pm RCHS (2nd wk Nov) 5-7:30 CYO (Nov 1)	
DEC	9a-7p Adult BB	3:15-5pm Credo 5-7:30 CYO	3:15-5pm RCHS 5:15-10:15 Adult BB	3:15-5pm Credo 5-6:30 CYO 7-10 open VB	3:15-5pm RCHS 5-7:30 CYO	3:15-5pm RCHS 5-7:30 CYO	
JAN	9a-7p Adult BB (ends 1/15)	3:15-5pm Credo 5-7:30 CYO	3:15-5pm RCHS 5-7:30 CYO	3:15-5pm Credo 5-6:30 CYO 7-10 open VB	3:15-5pm RCHS 5-7:30 CYO	3:15-5pm RCHS 5-7:30 CYO	*Credo BB Game 2:30-9:30
FEB	Apache Soccer 12-6p	3:15-5pm Credo 5-7:30 CYO	3:15-5pm RCHS (thru 2/10) 5-7:30 CYO	3:15-5pm Credo 5-6:30 CYO 7-10 open VB	3:15-5pm RCHS (thru 2/10) 5-7:30 CYO	3:15-5pm RCHS (thru 2/10) 5-7:30 CYO	*Credo BB Game 2:30-9:30

\* Credo VB Game Days 9/5, 9/14, 9/19, 9/26, 10/12  
\* Credo Game Days 1/9, 1/16, 1/18, 1/23, 1/27, 2/2, 2/6, 2/13

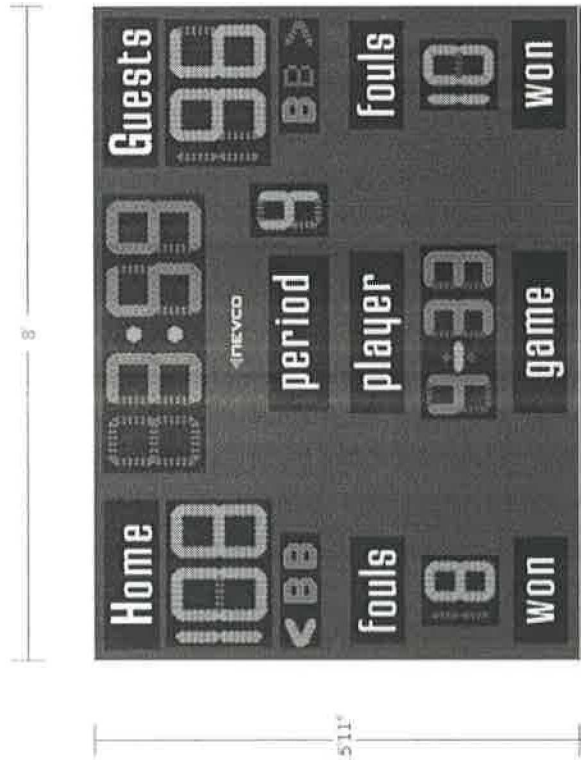
Green	Credo Volleyball
Red	Drop-in Volleyball
Yellow	Rancho Basketball
Blue	Adult Sports League
Orange	Credo Basketball
Purple	CYO (Rental)
Pink	Apache Soccer (Rental)

# Attachment 4: Exhibit C Proof of Scoreboard

Credo High School, Rohnert Park, CA — **PROOF #35234A**

## PROOF INCLUDES:

- Model 2750-RL Basketball/Volleyball/Wrestling LED Scoreboard
- Color: # 140 Royal Blue
- LED Sign



**NEVCO**  
INTEGRATED DISPLAY AND  
SCORING SOLUTIONS  
WWW.NEVCO.COM

This rendering is for conceptual purposes only. It may not be to exact scale or specifications and should not be used for installation purposes. Every effort has been made to make it as accurate as possible. Beams and/or pillars are for illustration only. Engineering specifications may require changes in the quantity, size and/or shape of beams and pillars to meet installation requirements. Nevco assumes no obligations or liability regarding the viability of existing structures. THIS DRAWING IS THE PROPERTY OF NEVCO INC. AND SHALL NOT BE REPRODUCED, COPIED, SHARED OR DISTRIBUTED WITH ANYONE OTHER THAN THE INTENDED STAFF OR CLIENT OF THE PROPOSED PROJECT WITHOUT THE EXPRESSED PERMISSION OF NEVCO INC.