

Sonoma County Office of Education

COVID-19 Disclaimer

The agreement may be terminated by SCOE with or without cause upon thirty (30) days' written notice.

· Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. If the period for non-performance continues for 30 calendar days, the party not affected may terminate this Agreement immediately by giving written notice to the affected party. Should SCOE become legally obligated to continue paying Vendor despite there being a failure or delay in Vendor's performance of services under this Agreement, Vendor agrees to the following:

- o Vendor shall be required to provide SCOE with a certified payroll list of all employees during the period of non-performance.
- o Vendor shall certify to SCOE that the funds it receives from SCOE will be utilized to pay the regular salaries of all its employees and that Vendor will not lay off any employees whose services are being billed.
- o Vendor shall resume services to SCOE once they are legally able, at the request of SCOE, and in compliance with public health directives.
- o Vendor may only submit invoices for services during the period of non-performance based on rates in this Agreement minus expenses that will not be incurred due to non-performance, including but not limited to fuel costs, vehicle maintenance and repairs, mileage fees, per diem travel, and other expenses.
- o Vendor shall not submit invoices for, nor shall SCOE pay, for any days that SCOE was already scheduled to be closed pursuant to the 2020-21 school calendar as it existed prior to the first day of non-performance.
- o Vendor invoices shall provide a breakdown of how fees were calculated, what expenses were included or deducted, and a list of the salary payments made to each employee, including the name of each employee.
- o If Vendor is eligible to apply for or receive funds from the federal or state government providing relief during the period of non-performance, Vendor shall make a good faith effort to apply for and obtain those funds. Any funds received from the federal or state programs should be reported to SCOE. Should SCOE ascertain that the funds are duplicate payments being made by SCOE,

Vendor shall be required to reimburse SCOE within 30 calendar days of receipt for the lesser amount received or the amount SCOE has paid.

o Vendor agreed that if a court or other administrative agency determines that providing payment as described above is deemed a gift of public funds under the California Constitution, SCOE is entitled to reimbursement for all payments made during the period of non-performance.

- Including, but not limited to, the SARS-CoV-2 virus (the “Coronavirus”), the Vendor, on behalf of itself, its officers, agents, employees, volunteers, and representatives, agrees to strictly, and without exception, follow all local, state, and federal guidelines and protocols regarding human protection from the Coronavirus (the “Guidelines”). The Guidelines to strictly follow are located at various sites, including, but not limited to:
 - <https://covid19.ca.gov/>
 - <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - (insert a link to County and SCOE safety guidelines/protocols)

· Vendor agrees that SCOE, its governing board, officers, agents, employees, volunteers, and representatives (collectively “Released Parties”) shall not be liable for any injury or illness suffered by Vendor or its officers, agents, employees, volunteers, or representatives (“Releasing Parties”) which are related to or arises out of Releasing Parties’ performance under this Agreement, and to the fullest extent allowed by law, Vendor, on behalf of the Releasing Parties, voluntarily assume all known and unknown risks of injury or illness, howsoever caused, even if caused, in whole or in part, by the action or inaction of the Released Parties.

· Vendor understands that by signing this Agreement, it is releasing claims and giving up substantial rights, including its right to sue, and Vendor acknowledges that it is doing so voluntarily.