

LOS MOLINOS UNIFIED SCHOOL DISTRICT
AGENDA
FOR THE SPECIAL MEETING OF THE BOARD OF TRUSTEES

March 12, 2026

Los Molinos Unified School District Office

Call to Order at 5:00pm

Tab 1

I. Call to Order-(Information/Action)

- Roll Call
- Pledge of Allegiance
- Approval of Agenda (Information/Action)
- Public Meeting Comments

Tab 2

II. Information

- A. Replacement of three portables at Los Molinos High School

Tab 3

III. Discussion/Action

- A. Approval to Eliminate the Director of Maintenance Operations and Transportation Position Effective June 30, 2026

As part of an ongoing review of district operational needs and responsibilities, staff is recommending the elimination of the Director of Maintenance Operations and Transportation position effective June 30, 2026. Administration anticipates bringing forward a proposed revised position and job description for board consideration at our next regularly scheduled meeting March 19, 2026.

Iç. Adjournment

Tab 1.

Call to Order - (Information/Action)

- Roll Call
- Pledge of Allegiance
- Approval of Agenda (Information/Action)
- Public Meeting Comments

Tab 2. Information

A. Replacement of three portables at Los Molinos High School



a Division of McGrath RentCorp
 Corporate Headquarters
 5700 Las Positas Rd
 Livermore, CA 94551
 925-606-9000
 www.mgrc.com

Sale Quotation and Agreement	
Quote #	Q-591491
Date of Quote	02/27/2026
Quote Expiration Date:	03/29/2026
Estimate Del Date	05/18/2026
Buyer PO#:	TBD

Buyer Name and Billing Address	Site Information	Seller Name
Los Molinos USD ("Buyer") 7851 Golden State Highway Los Molinos, CA 96055 Brett McFadden Phone #: 8315399610	Brett McFadden 7900 Sherwood Boulevard Los Molinos, CA 96055 Cell: 8315399610	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Seller") Questions? Contact: Kevin Gibson kevin.gibson@mobilemodular.com Direct Phone: (925) 453-3143

Equipment and Accessories	Qty	Purchase Price	Extended Purchase Price	Taxable
Classroom, 24x40 DSA III (Item2402) (Left Hand Door Configuration)	3		\$410,532.00	Y

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Classroom, 24x40 DSA III (Item2402) (Left Hand Door Configuration)				
Delivery	6	\$1,890.00	\$11,340.00	N
Delivery Pilot	6	\$462.00	\$2,772.00	N
Delivery Permit	6	\$126.00	\$756.00	N
Block and Level Building	3	\$6,470.00	\$19,410.00	N
Essential Material Handling Fee (6" DSA Wood Foundation and close up material.)	6	\$1,244.00	\$7,464.00	N
Service, Travel & Food (Blvl)	3	\$1,380.00	\$4,140.00	N
Service, Forklift On Delivery Modification (In House Labor) (New Carpet Square Flooring.)	3	\$1,290.00	\$3,870.00	N
	3	\$4,698.00	\$14,094.00	Y
Installation, Closure Panel	6	\$220.00	\$1,320.00	Y
Installation, Ramp Skirting	108	\$19.50	\$2,106.00	N

Total Estimated Charges	
Subtotal	\$477,804.00
Taxes	\$12,352.44
Total Charges (including tax)	\$490,156.44

Special Notes

This is a sale quote for (3) Left Hand 24x40 DSA Classroom units that were part of our last stockpile order. New carpet square flooring pricing has been included. Quote assumes a level and accessible site by normal truck delivery.

Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

DSA Classrooms include: (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to ceiling for future pull station & horn, skirting for perimeter of building only, standard factory ramp, and wood sill foundation for level site.



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Budgetary Quote: Pricing provided is for budgetary purposes only. A revised quotation will be provided once project details are clarified. If you are new to modular buildings and wondering what you need to know about them, please visit www.mobilemodularrents.com and view our FAQ worksheet "Considering Modular Buildings for Your Space Needs?". *Delivery pricing is estimated based on delivery within 50 miles of branch location. Pilots and permits not included and may be required. We look forward to working with you to refine your requirements.

Yes - Prevailing Wage: Pricing includes prevailing wage and certified payroll for installation work performed on site.

Ramps: Site conditions may affect ramp configuration and cost. Customer is responsible for transition from end of ramp to grade and for extended or custom rails, if needed. Ramp skirting is available for an additional charge. Mobile Modular provides used/refurbished ramps - new ramps are available for purchase only.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the modular building on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

Site Plan Review: Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

Clarifications

- The Total Price quoted in this Agreement shall be valid through the Quote Expiration Date set forth herein or for 30 days from the Date of Quote, whichever is earlier. Notwithstanding the foregoing, in the event this Agreement is signed by Buyer after the applicable expiration date, Seller shall have the option to either accept as set forth below or reject the Agreement in writing. Seller may accept the Agreement by: (1) signing the Agreement below; (2) notifying Buyer in writing of Seller's acceptance; or (3) beginning performance of the Services set forth herein.
- This transaction is subject to prior approval of Buyer's credit to the sole satisfaction of Seller.
- Buyer is responsible for proper preparation of the Site prior to delivery of the Equipment in accordance with the terms and conditions of this Agreement.
- In-fleet used Equipment is subject to availability at the time of Buyer's signing of this Agreement.
- Unless otherwise noted, all Equipment is previously leased and in used condition. Any floor plans attached or provided are conceptual only. Materials, dimensions, and specifications might vary. Detailed specifications may be available upon request.
- A down payment may be required at the time of Buyer's execution of this Agreement, as specified in the Payment section of the Sale Terms and Conditions, or as may otherwise be specified in this Agreement.
- Sales and any other taxes will be calculated based on the applicable rates at the time of invoicing and the Total Price will be adjusted accordingly.
- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon Act wages or benefits, or other special or certified wages or benefits.



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This Sale Quotation and Agreement is entered into by and between Seller and Buyer effective as of the date signed by Buyer. This Sale Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference, and together shall collectively be one integrated contract:

1. **Sale Terms and Conditions** attached hereto; and
2. **Supplemental Sale Terms and Conditions** located at <https://www.mobilemodular.com/contractterms> as the same may be updated from time to time in the sole and absolute discretion of Lessor.

By signing below, Seller: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Seller to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Seller shall generate a Sale Agreement Number, which shall be referenced on all Seller invoices.

No document provided by Buyer including, without limitation, Buyer's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Buyer Forms**"), nor the terms and conditions associated with such Buyer Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement even if such Buyer Forms are signed by an agent or representative of Seller. The terms and conditions of this Agreement shall prevail over any Buyer Forms, and any inconsistent or additional terms and conditions in Buyer Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

SELLER:
 Mobile Modular Management Corporation
 a Division of McGrath RentCorp

BUYER:
 Los Molinos USD

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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SALE TERMS AND CONDITIONS

1. **SALE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Equipment. "Equipment" means the modular buildings identified in the Agreement, and any Accessories to be furnished by Seller to Buyer. "Accessories" means any additions, attachments, add-ons, fitments, parts, components, or accessories to the modular buildings to be furnished by Seller to Buyer as may be specified in under this Agreement. In connection with its sale of the Equipment and Accessories, Seller shall also perform the services described in the Charges Upon Delivery and/or as clarified in the Special Notes portion of this Agreement, if applicable (the "Services"). This Agreement is not a construction contract or a contract for improvements to real estate or for the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance. Seller is not a designer or a manufacturer of the Equipment.

2. **PAYMENT.** Buyer shall pay Seller the Total Price set forth in the Agreement, which shall include all amounts owed for the Equipment, Accessories, and Services and which shall be subject to adjustments for changes, unknown conditions or unforeseen circumstances, including, but not limited to, driver waiting time, special transport permits, difficult site conditions, or increases in fuel prices, in accordance with the terms of this Agreement and subject to adjustments for all applicable taxes calculated at the time of invoicing (collectively, the "Purchase Price") on the applicable payment schedule listed below. Notwithstanding the possible payment schedules listed below, in the event that an alternate payment schedule is specified in the Special Notes of this Agreement, such alternate payment schedule shall supersede the payment schedules listed below. Any amounts not specified in the applicable payment schedule that hereafter become due from Buyer to Seller pursuant to the terms of this Agreement shall be due thirty (30) days after Buyer's receipt of Seller's invoice, unless a different payment period is provided herein. No payments due from Buyer shall be reduced by any abatement, setoff, or back charge of any kind whatsoever arising from any cause whatsoever. Neither title nor ownership of the Equipment shall pass to Buyer before the entire Purchase Price has been paid to Seller. Buyer hereby grants to Seller, to secure the payment and performance in full of all of Buyer's obligations under this Agreement, a security interest in the Equipment consistent with the provisions of Section 18 of the Supplemental Sale Terms and Conditions.
 - (a) **NEW EQUIPMENT AND SERVICES PAYMENT SCHEDULE.**
 - Fifty percent (50%) of the Total Price upon Buyer's execution of this Agreement.
 - Forty percent (40%) of the Total Price no less than three (3) business days prior to the scheduled delivery of the Equipment to the Site.
 - Ten percent (10%) of the Total Price Net 30 days from the date of substantial completion of Seller's scope of work (substantial completion does not include punch list items).
 - (b) **USED EQUIPMENT AND SERVICES PAYMENT SCHEDULE.**
 - Twenty-five percent (25%) of the Total Price upon Buyer's execution of this Agreement.
 - Sixty-five percent (65%) of the Total Price no less than three (3) business days prior to the scheduled delivery of the Equipment to the Site.
 - Ten percent (10%) of the Total Price Net 30 days from the date of substantial completion of Seller's scope of work (substantial completion does not include punch list items).

3. **SELLER SCOPE OF WORK; EXCLUSIONS; CHANGE ORDER.** Seller's scope of work is limited to (1) the procurement and and/or preparation of the Equipment and Accessories (if any) to meet the specifications set forth in this Agreement; and (2) performance of the Services. The Total Price excludes all additional services, accessories, ancillary items or equipment and additional on-site labor. The following are obligations of the Buyer and specifically excluded from Seller's obligations under this Agreement: (i) permits and licensing related to the Site; (ii) Site engineering or other design services; (iii) selection or preparation of the Site (iv) utilities or temporary power, and (viii) utility connections, whether temporary or permanent. Buyer may request changes or alterations in Seller's scope of work, which Seller may or may not agree to in Seller's sole discretion. Any written change orders shall be incorporated by reference into this Agreement and subject to all Terms and Conditions set forth herein.

4. **SCHEDULE; BUYER DELAYS.**
 - (a) Buyer will schedule operations such that delivery and installation of the Equipment may be carried out by Seller in one continuous operation and in proper sequence. Should there be delays in the Buyer's preparation of the Site which would delay delivery and/or installation of the Equipment, Buyer shall notify Seller no less than ten (10) days in advance of the Estimated Delivery Date. In the event Buyer fails to comply with the foregoing requirements, Buyer will reimburse Seller for actual costs and damages incurred, including a reasonable markup for overhead and profit for work performed by Seller, resulting from such delay. Any such delay resulting therefrom will extend Seller's period of performance, which may not be a day for day extension of time.
 - (b) If Buyer delays delivery of the Equipment for any reason for thirty (30) days or longer from the original Estimated Delivery Date, Seller, in its sole discretion may take one or more of the following actions which Buyer shall be notified of in writing: (1) revise



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prices to reflect current market rates for materials, equipment or services, which Seller shall notify Buyer of in a written change order prior to delivery of the Equipment; (2) require Buyer to pay any remaining balance of the Purchase Price in full; (3) require Buyer to pay a monthly fee for storage of the Equipment; and (4) terminate the Agreement and in so doing, Buyer shall be responsible for payment to Seller of a termination fee ("Termination Fee") for the costs incurred and profits lost as a result of Seller's performance of its obligations under this Agreement prior to such termination, and which must be paid to Seller within ten (10) business days of receipt of written notice from Seller. Any partial payments previously made to Seller will be credited against the Termination Fee and amounts in excess of the Termination Fee may be refunded to Buyer. In the event that Buyer fails to timely pay the Termination Fee, Seller shall have the right to collect the full Purchase Price plus all additional costs, including attorneys' fees, incurred due to Buyer's failure to timely take delivery of the Equipment and/or to pay such Termination Fee.

5. **CANCELLATION.** It is understood and agreed between the parties that, upon the Buyer's execution of this Agreement and acceptance of all Buyer obligations set forth herein, Seller shall proceed with procurement of any materials, equipment, labor, or otherwise in the performance of its obligations hereunder and in so doing, may incur extraordinary costs and expenses. All sales are final and non-refundable upon delivery of the Equipment to the Site. Any requests to cancel this Agreement prior to delivery may or may not be accepted in Seller's sole discretion and must be agreed upon by Seller in a writing that expressly references this Agreement and provides all the terms and conditions of the cancellation. In the event Seller accepts a cancellation requested by Buyer, the terms of the cancellation will include a payment to Seller for the costs incurred and profits lost as a result of Buyer's cancellation (a "Cancellation Fee"), which must be paid to Seller within ten (10) business days of receipt of written notice from Seller. Any partial payments to Seller will be credited against the Cancellation Fee and amounts in excess of the Cancellation Fee may be refunded to Buyer. No cancellation, even if accepted by Seller, shall be effective unless and until Buyer timely and fully pays the Cancellation Fee. In the event Seller accepts Buyer's cancellation but Buyer fails to timely pay the Cancellation Fee, Seller shall have the right to collect the full Purchase Price plus all additional costs, including attorneys' fees, incurred due to Buyer's failure to complete the cancellation.
6. **EQUIPMENT INSPECTION; ACCEPTANCE.** Following delivery and installation of the Equipment, Buyer shall inspect the Equipment within forty-eight (48) hours of substantial completion of Seller's scope of work for such Equipment. Buyer shall immediately notify Seller in writing of any observed defects upon completion of such inspection and should Buyer fail to submit such written documentation within the foregoing timeframe, it shall be conclusively presumed between Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Agreement and has been accepted by Buyer.
7. **RISK OF LOSS.** All risk of loss or damage to the Equipment shall transfer to Buyer upon delivery of the Equipment to the Site.
8. **INSURANCE.** Upon delivery of the Equipment and until Buyer has paid for the Equipment in full, Buyer shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than \$25,000), naming Seller as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate) (and with a deductible no higher than \$25,000), naming Seller and its designees as additional insureds. Buyer's insurance shall be primary and non-contributory to any insurance maintained by Seller or any other additional insureds. The liability insurance policy shall contain cross-liability and waiver of subrogation provisions in favor of Seller and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Seller and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Seller. Buyer shall provide to Seller insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until Buyer has paid for the Equipment in full. Seller will not and does not provide insurance for any of Buyer's personal property that may be in or on any Equipment. Any failure by Seller to obtain or receive certificates of insurance or any endorsements prior to delivering the Equipment to Buyer will not be deemed a waiver of Buyer's obligations to procure and maintain the insurance specified herein.



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9. **INDEMNIFICATION. TO THE FULL EXTENT NOT PROHIBITED BY LAW, BUYER, ON BEHALF OF ITSELF, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, SUBCONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH, A "BUYER PARTY," AND COLLECTIVELY, THE "BUYER PARTIES") SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS, SELLER, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS AND CONTRACTORS (INCLUDING BUT NOT LIMITED TO TRANSPORTATION AND DELIVERY VENDORS AND CONTRACTORS), AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, VENDORS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, FEES, COSTS, EXPENSES, CLAIMS, LIABILITIES, DAMAGES, PENALTIES, FINES, FORFEITURES, AND SUITS (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND ATTORNEYS' FEES, ENVIRONMENTAL CONSULTANTS AND EXPERT WITNESS FEES WHETHER INCURRED IN THE ASSESSMENT OR MANAGEMENT OF ANY CLAIM OR AT TRIAL AND ON APPEAL) (COLLECTIVELY, "LOSSES") RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION : (1) ANY BREACH OR NON-FULFILLMENT OF ANY COVENANT, AGREEMENT, OR OBLIGATION TO BE PERFORMED BY BUYER UNDER THIS AGREEMENT, OR ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS OF BUYER SET FORTH IN THIS AGREEMENT; (2) BUYER'S OWNERSHIP AND UTILIZATION OF THE EQUIPMENT; (3) ANY DEATH OR BODILY INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY TO WHICH THE ACTS OR OMISSIONS OF A BUYER PARTY CONTRIBUTED; OR (4) ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF ANY BUYER PARTY OR ANY ACTION RELATED TO OR ANY USE OF ANY EQUIPMENT.** If the indemnity and defense obligations in this Paragraph are otherwise prohibited by law, Buyer agrees to indemnify, defend and hold the Indemnified Parties harmless from Losses to the maximum extent permitted by Law. The indemnity and defense obligations of the Buyer under this Paragraph and those elsewhere in this Agreement and any other related agreements (i) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers compensation acts, disability acts, or other employee benefit acts, (ii) shall survive any termination or expiration of this Agreement and shall apply to Losses arising before or after the performance of any obligation under this Agreement, (iii) shall not be construed to negate, abridge, or reduce any other rights, including rights of indemnity accorded by Law to the persons or entities indemnified, and (iv) shall not be limited or diminished in any way by insurance coverage.

10. **LIMITATION OF LIABILITY. TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF THE total PRICE, AND SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.**

11. **WARRANTIES.**

(a) **USED EQUIPMENT.** Except as specifically stated in Section 6(b) below, all Equipment is previously leased or used and will exhibit normal wear and tear consistent with other used equipment of similar age or use, including with respect to wall panel surfaces, ceiling tiles, windows, flooring, general appearance, etc. **BUYER ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS SOLD "AS IS, WHERE IS, AND WITH ALL FAULTS."** SELLER MAKES NO WARRANTY, GUARANTY, OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE ADEQUACY OF THE SITE OR FITNESS OF UTILITIES AT THE SITE OR THE DURABILITY, CONDITION, QUALITY, DESIGN, CAPACITY, SUITABILITY, OR PERFORMANCE OF THE EQUIPMENT; AND SELLER EXPRESSLY DISCLAIMS, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (C) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS SELECTED AND INSPECTED ALL EQUIPMENT PRIOR TO MAKING FULL PAYMENT OF THE TOTAL PRICE OR BEFORE ACCEPTING DELIVERY AND RISK OF LOSS, AND THAT BUYER IS SATISFIED AS TO THE EQUIPMENT'S CONDITION.

(b) **NEW EQUIPMENT.** Notwithstanding any disclaimer of warranties elsewhere in the Agreement, if the Equipment purchased under this Agreement is sold as new equipment and identified as such in the Agreement, Seller warrants in accordance with this Paragraph for twelve (12) months from the date of manufacture that the Equipment shall be new upon delivery and free from major defects in materials and workmanship that prevent its normal use and operation under normal use and regular service and maintenance by Buyer. New Accessories shall carry the warranty of the manufacturer, which Seller shall assign to Buyer to the extent transferable. Provided Buyer provides written notice to Seller of any failure or defect in the Equipment within two (2) days after its discovery and within the applicable warranty period, Seller shall replace the Equipment or repair the defect. Failure to provide timely notice shall result in a limitation or voidance of this warranty. If Buyer does not grant access for repairs during normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, Buyer shall bear the cost of any overtime labor. This warranty does not extend to any Equipment that has been subjected to improper use, damaged by accident or abuse, or repaired or altered by Buyer without prior written authorization from Seller. **THIS EXPRESS WARRANTY FOR NEW EQUIPMENT IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND RECOURSE UNDER THIS AGREEMENT FOR NEW EQUIPMENT, AND IT IS LIEU OF, AND SELLER EXCLUDES AND EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, GUARANTEES, AND REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND (C) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.**



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(c) **SERVICES.** Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. With respect to any Services subject to a claim under the warranty set forth in this Section, Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate. The Seller shall not be liable for a breach of the warranties set forth in this Section unless: (i) Buyer gives written notice of the defective or non-conforming Goods or Services, as the case may be, reasonably described, to Seller within three (3) months of Seller's performance of the Services and within four (4) days of the time when Buyer discovers the defect. This warranty does not extend to any defect caused by accident or abuse, or repaired or altered by Buyer without prior written authorization from Seller. **EXCEPT FOR THE SERVICES WARRANTIES SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.**

(d) **MANUFACTURER WARRANTIES.** Seller hereby assigns to Buyer any warranties applicable to the Equipment received from a manufacturer to the extent such warranties are still applicable, in force and assignable. Buyer hereby waives, and agrees that it will not assert, any claim of any nature whatsoever against Seller based on any manufacturer warranties. If any manufacturer warranties that remain valid and in force cannot be assigned or made available to Buyer, Seller agrees to use reasonable efforts at Buyer's cost to enforce such warranties.

12. **DEFAULT; REMEDIES OF SELLER.** Each of the following shall constitute an "Event of Default": (1) Buyer's failure to make any required payment to Seller within ten (10) calendar days after its due date, including but not limited to Buyer's failure to make timely payments in accordance with the payment schedules in Section 2(a) through 2(b) hereof; (2) Buyer's failure in the performance of any other obligation under this Agreement and the continuance of such default for ten (10) calendar days after written notice thereof by Seller to Buyer; (3) any warranty, representation or statement made or furnished to Seller by or on behalf of Buyer proves to be false in any material respect; (4) any uninsured loss, theft, damage or destruction to, or the attempted sale or encumbrance by Buyer of, the Equipment, or any levy, seizure or attachment thereof or thereon, prior to payment of the Purchase Price in full; (5) Buyer's insolvency, dissolution, winding up, termination of existence, or cessation or discontinuance of business prior to payment of the Purchase Price in full; (6) the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, the Buyer prior to payment of the Purchase Price in full. Buyer acknowledges that any Event of Default will substantially impair the value of this Agreement to Seller; or (7) Buyer's breach of any other agreement between Buyer and Seller, regardless of whether the effective date of such agreement is before or after the Effective Date. Upon the occurrence of any Event of Default and any time thereafter prior to payment of the Purchase Price in full, Seller may exercise one or more of the following remedies: (1) terminate this Agreement; (2) declare all unpaid payments under this Agreement to be immediately due and payable; (3) direct Buyer at its expense to promptly prepare the Equipment for pickup by Seller and take possession of the Equipment wherever found, and for this purpose enter upon any premises of Buyer and remove the Equipment, without any liability to Buyer or requirement for a suit, action, bond or other proceedings; (4) use, hold, sell, lease or otherwise dispose of the Equipment on the Site or any other location without affecting the obligations of Buyer as provided in this Agreement; (6) proceed by appropriate action either in law or in equity to compel Buyer's performance or to recover damages sufficient to ensure that Seller receives the full benefit of it bargain under this Agreement, plus attorneys' fees and any other expenses paid or incurred by Seller in connection with repossession, holding, repair and subsequent disposition of the Equipment; (7) apply any deposit or down payment specified in this Agreement to payment of Seller's costs, expenses and attorneys' fees incurred in enforcing this Agreement (provided, however, nothing herein shall be construed to mean that Seller's damages are limited to the amount of such deposit or down payment); and (8) exercise any and all other rights of Seller under applicable law. These rights and remedies are nonexclusive and may be exercised concurrently or separately. Seller's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any other right under this Agreement or applicable law.

Sale Terms and Conditions, Rev01/14/25



A Division of McGrath Rentcorp
 Corporate Address:
 5700 Las Positas Road
 Livermore, CA 94551
 www.mgrc.com

Site Services Quotation and Agreement	
Quote #	Q-591522
Date of Quote	02/27/2026
Quote Expiration Date	
Estimate Del Date	04/20/2026
Buyer PO#:	TBD

Customer Name and Billing Address	Site Information	Contractor Name
Los Molinos USD ("Customer") 7851 Golden State Highway Los Molinos, CA 96055 Brett McFadden Phone #: 8315399610	Brett McFadden 7900 Sherwood Boulevard Los Molinos, CA 96055 Cell: 8315399610	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Contractor") Questions? Contact: Kevin Gibson kevin.gibson@mobilemodular.com Direct Phone: (925) 453-3143

Description of Services	Qty	Unit Price	Extended Price	Taxable
SRSO, Labor (-Special/Prevailing Wage) (Dismantle-Return-Demolish-Dispose.)	3	\$18,680.00	\$56,040.00	N
Total Estimated Charges				
			Subtotal	\$56,040.00
			Taxes	\$0.00
			<u>Total Charges (including tax)</u>	<u>\$56,040.00</u>

Special Notes
<p>This is a quote to Dismantle (3) 24x40 DSA Classroom, Return to our Mobile Modular Yard, and to Demolish and Dispose classrooms. Please note, without looking at units, if there are any work or material needed to make these units road worthy, additional charges could occur.</p> <p>Budgetary Quote: Pricing provided is for budgetary purposes only. A revised quotation will be provided once project details are clarified. If you are new to modular buildings and wondering what you need to know about them, please visit www.mobilemodularrents.com and view our FAQ worksheet "Considering Modular Buildings for Your Space Needs?". *Delivery pricing is estimated based on delivery within 50 miles of branch location. Pilots and permits not included and may be required. We look forward to working with you to refine your requirements.</p> <p>Yes - Prevailing Wage: Pricing includes prevailing wage and certified payroll for installation work performed on site.</p>
Additional Information
<ul style="list-style-type: none"> • Prices reflected herein are valid for 30 days from date of quote. • This transaction is subject to prior credit approval. Credit application and advance payment may be required. • Tax amounts reflected herein are estimated based on tax rate at the time of quotation. Tax is subject to change and will be billed at the applicable tax rate at the time of invoicing. • Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, union labor or other special or certified wages.



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This Site Services Quotation and Agreement is entered into by and between Contractor and Customer effective as of the date signed by Customer. This Site Services Quotation and Agreement includes the terms and conditions set forth in the following document (collectively, the "Agreement"), which is incorporated herein by this reference:

- Site Services Terms and Conditions** attached hereto

By signing below, Contractor: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Contractor to make appropriate arrangements for to begin the work described herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Contractor shall generate a Site Services Agreement Number, which shall be referenced on all Contractor invoices.

No document provided by Customer including, without limitation, Customer's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Customer Forms**"), nor the terms and conditions associated with such Customer Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement even if such Customer Forms are signed by an agent or representative of Contractor. The terms and conditions of this Agreement shall prevail over any Customer Forms, and any inconsistent or additional terms and conditions in Customer Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

CONTRACTOR:
 Mobile Modular Management Corporation
 a Division of McGrath RentCorp

CUSTOMER:
 Los Molinos USD

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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SITE SERVICES TERMS AND CONDITIONS

1. SCOPE OF WORK. The Contractor agrees to furnish all labor, materials, equipment and other facilities required to complete the work ("Work") as described in the Agreement. Contractor's scope of work is further clarified in the Detailed Scope of Work which is attached hereto and incorporated into the Agreement by reference as Exhibit A. The responsibilities of Customer and Contractor are further described in the Delineation of Responsibilities which is attached hereto and incorporated into the Agreement by reference as Exhibit B. All references herein to the Agreement shall be deemed to include the terms, conditions and specifications set forth in Attachment A, Exhibit A and Exhibit B.

2. PRICE AND PAYMENT. The Customer agrees to pay the Contractor for the strict performance of the Work in the amount specified in the Agreement (the "Price"), subject to adjustments for changes in the Work as may be agreed to by the Customer and the Contractor, or as may be required under the Agreement. Unless other billing and payment requirements are specified in the Agreement or in a separate document agreed upon between the parties hereto in writing, Contractor shall invoice Customer upon completion of the Work and Customer agrees to pay Contractor in full within thirty (30) days of the invoice date.

3. TERMINATION. The Customer reserves the right to terminate the Agreement for its convenience upon providing notice in writing to Contractor. In such an event, the Contractor shall be paid its actual costs for the portion of the Work performed to the date of termination, and for all of Contractor's incurred costs of termination, including demobilization and any termination charges by vendors and subcontractors, plus twenty percent (20%) of all of Contractor's actual and incurred costs for overhead and profit. Should the Customer become insolvent or commit a material breach or default under the Agreement, including but not limited to, failure to pay timely undisputed sums due to the Contractor, and fails to cure such breach or default within ten (10) business days of Contractor providing written notice of same, then the Contractor may terminate the Agreement.

4. PROJECT SCHEDULE. Time is of the essence of each and every provision of the Agreement. The Contractor shall provide Customer with a progress and completion schedule ("Schedule") and shall conform to that Schedule, including any changes to that Schedule agreed to between the Customer and the Contractor or as may be required by circumstances beyond Contractor's control.

5. UNDERGROUND UTILITIES. Customer is responsible for the identification of underground obstructions and/or utilities at the project site in the surrounding area where the Work is to be performed and shall mark such locations above grade, prior to Contractor's commencement of the Work at the project site. Customer shall be responsible for any delays, expense and liability associated with Customer's failure to properly identify and mark such locations prior to commencement of the Work.

6. DIFFERING SITE CONDITIONS. Contractor shall promptly, and before the following conditions are disturbed, notify the Customer in writing of any:

a) Hazardous Material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, or that the handling of which may subject Contractor to legal liability.

b) Subsurface or latent physical conditions at the site materially different from those indicated in the Agreement; or

c) Unknown physical or other conditions at the site of an unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Agreement.

If the worksite conditions materially differ or involve Hazardous Material, the Customer shall make an equitable adjustment in the Price of the Agreement and the Schedule for such work by agreeing in writing to a change order as provided for herein.

7. CHANGES IN WORK. The Work may be subject to changes by additions, deletions or revisions by the Customer. The Customer shall notify Contractor of such changes by delivery of additional and/or revised drawings, specifications, exhibits or written orders.

Whenever an adjustment in the Price or Schedule is required because of Customer's change request, differing site conditions, errors in the plans and specifications, or other circumstances beyond the control of Contractor (including acts of any governmental authority, acts of a public enemy, fire, flood, unusual delay in transportation, abnormal weather conditions, labor disputes, strikes, lack of worksite access, acts of God, natural disasters, or acts of third parties), the Contractor shall submit to the Customer, within a reasonable time, a detailed change order ("Change Order") specifying the necessary changes to the Price and/or Schedule. The Contractor shall not be obligated to perform changes in the Work or additional work until the Customer has provide an approved Change Order.

8. SUSPENSION OF WORK. The Contractor, at its option, may suspend Work under the Agreement as a result of the following: (1) Customer's failure to timely pay sums due to the Contractor, until such payment is made; (2) a dispute over payment for extra work, differing site conditions, changes by Customer or other circumstances beyond Contractor's control if such circumstance will cause the Contractor to suffer substantial financial hardship if Contractor is required to continue the Work; or (3) Customer's failure to provide Customer's ability to pay Contractor for the work remaining to be performed by Contractor.



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Any suspension of work under the Agreement will also suspend the progress and completion dates set forth in the Schedule.

9. INSPECTION OF THE WORK. The Contractor shall make the Work accessible at all reasonable times for inspection by Customer. The Contractor shall inspect all material and equipment delivered to the job site by others to be used or incorporated into Contractor's Work.

10. SITE ACCESS AND RIGHTS OF WAY. The Customer shall provide, no later than the date when needed by the Contractor, all necessary access to the site or sites upon which the Work is to be performed, including convenient access to the site or sites and any other site or sites designated in the Agreement for use by the Contractor. Customer shall continue to provide such access until completion of the Work. Any delay in providing such access shall entitle the Contractor to an equitable adjustment in the Price and Schedule.

11. SURVEYS AND REPORTS. If applicable to Contractor's scope of work, the Customer shall furnish to Contractor for the Work, prior to the start of the Work, all necessary surveys and reports describing the physical characteristics, soil, geological and subsurface conditions, legal limitation, utility locations and legal descriptions that might assist the Contractor in properly evaluating the extent and character of the work required. The Customer shall provide all site surveys and baselines necessary for the Contractor to locate the principal parts of the Work and perform the Work.

12. COMPLIANCE WITH THE LAW. Unless otherwise specified in the Agreement, the Customer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for the prosecution of the Work to take place. Customer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the scope of work as defined in the Agreement.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulation bearing on the performance of its Work.

Unless the Agreement specifies that the Price includes provisions for prevailing, Davis-Bacon, union or other special wage rates, the Agreement shall not be subject to any such regulations or other requirements specifying the applicability of such special wages. The Contractor is entitled to rely on the Customer's representations regarding the public or private nature of the Work and the applicability of special wage rates. If the nature of the Work is other than as represented by Customer, Customer will defend, indemnify and hold Contractor harmless from any claim or allegation, including penalties assessed, resulting from a failure by Contractors or Subcontractors to pay special wages.

13. ASSIGNMENT AND SUBCONTRACTING. Neither party shall assign the Agreement in whole or in part, including an assignment by the Contractor of any monies due or to become due, without the written consent of the other party. Nothing contained herein shall preclude the Contractor from delegating the responsibilities contained herein to Contractor's subcontractors, insofar as applicable to the subcontractor's Work, but such delegation shall not operate to relieve the Contractor from any responsibility or liability to the Customer. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor and the Customer.

14. INSURANCE.

a) The Contractor shall, at its expense, procure and maintain insurance of its operations under this Agreement consisting of the following coverages:

- i. Worker's Compensation and Employers' Liability Insurance in the amount of \$1,000,000.00 per occurrence.
- ii. Commercial General Liability Insurance covering Contractor's operations in the amount of \$1,000,000.00 per occurrence.
- iii. Automobile Liability Insurance, including coverage for Contractor's owned, hired and non-owned automobiles in the amount of \$1,000,000.00 per occurrence.
- iv. If requested by Customer, Contractor will provide certificates evidencing such coverages and shall name Customer as an additional insured on both General and Automobile Liability policies.

b) Unless otherwise stipulated in the Agreement, the Customer shall, at its expense, procure and maintain insurance under this Agreement consisting of the following coverages:

- i. Commercial General Liability Insurance covering Customer's operations in the amount of \$1,000,000.00 per occurrence, and shall name Contractor as an additional insured on such policy.
- ii. Property Insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Price set forth in the Agreement, plus the value of subsequent change orders, comprising total value for the entire Agreement on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made by Customer to Contractor or until no person or entity other than the Customer has an insurable interest in the property required to be covered by the Agreement, whichever is later. This insurance shall include interests of the Customer, the Contractor, Subcontractors and sub-subcontractors involved in the prosecution of the Work.

All insurance shall be provided by a company or companies lawfully authorized to do business in the state in which the Work will be performed and having an AM Best rating of A- or better. Such policies shall not be subject to cancellation without a minimum of 30 days' prior written notice to the other party.

15. INDEMNIFICATION. To the fullest extent permitted by law, the parties hereto agree to indemnify, defend and hold each other harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses, including reasonable, outside attorneys' fees, ("Claims") arising out of each party's negligent acts or omissions related to the Agreement. Under no circumstances shall either party be liable for Claims resulting from the sole or gross negligence or willful misconduct of the other party. Each party's duty of indemnification shall be in proportion to its allocated share of joint negligence.



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 Corporate Address:
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Site Services Quotation and Agreement	
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Quote Expiration Date	
Estimate Del Date	04/20/2026
Buyer PO#:	TBD

16. CONSEQUENTIAL DAMAGES. Under no circumstances shall either party be liable to the other party for any special, incidental or consequential damages resulting from the Agreement, including, but not limited to, anticipated loss or loss of business or profits.

17. GOVERNING LAW. Customer and Contractor agree that the Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

18. JURISDICTION.

a) If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. The prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

b) If the law of any State other than Maryland shall apply to the Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by either party as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. The prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

19. DISPUTE RESOLUTION. In the event of any claims, disputes or controversies arising out of or in relation to the Agreement, the parties hereto shall make a good faith effort to resolve the dispute by direct negotiation between representatives with decision making power who, to the extent possible, shall not have had substantive involvement in the matters of the dispute, unless the parties otherwise agree. Should such good faith negotiations fail to achieve a mutually agreeable resolution within a reasonable timeframe, the parties agree to have such claims, disputes or controversies referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies the parties will refer the same to binding arbitration. In such an event, the prevailing party shall be entitled to an award of costs, reasonable attorney's and expert witness fees, in addition to all other amounts awarded by the arbitrator or court.

20. WARRANTY. The Contractor warrants to the Customer that the Work will be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects, and shall conform to the specifications set forth in the Agreement for a period of one year from date of completion. Contractor agrees to correct any defective materials or Work if notified by Customer of such defects within the warranty period. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

21. FEDERAL CONTRACTOR. As a federal contractor, Contractor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a)). **Contractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

22. MISCELLANEOUS.

a) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Contractor, which are inconsistent or conflict with the terms of the warranty contained herein shall not be binding upon Contractor unless agreed upon in writing by Contractor.

b) **NO WAIVER.** Waiver by either party of the performance of any covenant, condition or promise of the other party shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant, condition or promise contained herein. The waiver of either or both parties of the time for performing any act shall not be construed as a waiver of any other required to be performed at a later date.

c) **ENFORCEABILITY.** If any provision of this Agreement is determined to be invalid or unenforceable under applicable law for any reason, the same shall be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.

d) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Contractor and Customer regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral communications. If any part of the Agreement is found to be invalid or illegal, Customer and Contractor agree that only the invalid or illegal portion of the Agreement will be eliminated.

Site Services Terms and Conditions, Rev. 06/15/17



Mobile Modular Management Corporation
 5700 Las Positas Rd
 Livermore, CA 94551
 925-606-9000
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-591431
Date of Quote	02/27/2026
Quote Expiration Date:	03/29/2026
Lease Term:	60 Months
Lessee PO#:	TBD

Lessee Name and Billing Address	Site Information	Lessor Name
Los Molinos USD ("Lessee") 7851 Golden State Highway Los Molinos, CA 96055 Brett McFadden Phone: 8315399610 brett@dagk12.com	Brett McFadden 7900 Sherwood Boulevard Los Molinos, CA 96055 Cell: 8315399610 brett@dagk12.com	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Lessor") Questions? Contact: Kevin Gibson Direct Phone: (925) 453-3143 kevin.gibson@mobilemodular.com

Equipment and Accessories	Qty	Monthly Rent	Extended Rent	Taxable
Classroom, 24x40 DSA III (Item2402) (Left Hand Door Configuration)	3	\$1,574.00	\$4,722.00	N
Equipment and Accessories Monthly Subtotal:			\$4,722.00	

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Classroom, 24x40 DSA III (Item2402) (Left Hand Door Configuration)				
Delivery	6	\$1,890.00	\$11,340.00	N
Delivery Pilot	6	\$462.00	\$2,772.00	N
Delivery Permit	6	\$126.00	\$756.00	N
Block and Level Building	3	\$6,470.00	\$19,410.00	N
Essential Material Handling Fee (6" DSA Wood Foundation and close up material.)	6	\$1,244.00	\$7,464.00	N
Service, Travel & Food (Blv)	3	\$1,380.00	\$4,140.00	N
Service, Forklift On Delivery	3	\$1,290.00	\$3,870.00	N
Installation, Closure Panel	6	\$220.00	\$1,320.00	N
Installation, Ramp Skirting	108	\$19.50	\$2,106.00	N
Charges Upon Delivery Subtotal:			\$53,178.00	

Charges Upon Return	Qty	Charge Each	Total One Time	Taxable
Classroom, 24x40 DSA III (Item2402) (Left Hand Door Configuration)				
Return	6	\$1,890.00	\$11,340.00	N
Return Pilot	6	\$462.00	\$2,772.00	N
Return Permit	6	\$126.00	\$756.00	N
Prepare Equipment For Removal	3	\$5,924.00	\$17,772.00	N
Cleaning Fee	6	\$250.00	\$1,500.00	N
Service, Travel & Food (Dism)	3	\$1,380.00	\$4,140.00	N
Service, Forklift On Return	3	\$1,290.00	\$3,870.00	N
Removal, Closure Panel	6	\$88.00	\$528.00	N
Removal, Ramp Skirting	108	\$16.00	\$1,728.00	N



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Lease Quotation and Agreement	
Quote #	Q-591431
Date of Quote	02/27/2026
Quote Expiration Date:	03/29/2026
Lease Term:	60 Months
Lessee PO#:	TBD

Estimated Charges Upon Return Subtotal:	\$44,406.00
Total Estimated Charges	
Subtotal of Monthly Rent	\$4,722.00
Personal Property Expense	\$0.00
Taxes on Monthly Charges	\$0.00
Total Charges per Month (including tax)	\$4,722.00
Charges Upon Delivery (including tax)	\$53,178.00
Estimated Charges Upon Return (including tax)*	\$44,406.00
Estimated Initial Invoice*	\$57,900.00
*Charges upon return will be charged at Lessor's then-current rates for lease terms greater than 12 months.	

Special Notes

This is a rental quote for (3) New left hand 24x40 DSA classroom units that were part of our last stockpile order. Units will come with new carpet square flooring. Quote assumes level and accessible site by normal truck delivery.

Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

DSA Classrooms include: (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to ceiling for future pull station & horn, skirting for perimeter of building only, standard factory ramp, and wood sill foundation for level site.

Budgetary Quote: Pricing provided is for budgetary purposes only. A revised quotation will be provided once project details are clarified. If you are new to modular buildings and wondering what you need to know about them, please visit www.mobilemodularrents.com and view our FAQ worksheet "Considering Modular Buildings for Your Space Needs?". *Delivery pricing is estimated based on delivery within 50 miles of branch location. Pilots and permits not included and may be required. We look forward to working with you to refine your requirements.

Yes - Prevailing Wage: Pricing includes prevailing wage and certified payroll for installation work performed on site.

Ramps: Site conditions may affect ramp configuration and cost. Customer is responsible for transition from end of ramp to grade and for extended or custom rails, if needed. Ramp skirting is available for an additional charge. Mobile Modular provides used/refurbished ramps - new ramps are available for purchase only.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the modular building on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

Site Plan Review: Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.



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Quote Expiration Date:	03/29/2026
Lease Term:	60 Months
Lessee PO#:	TBD

Additional Information

- Quote is valid for 30 days.
- Lessee's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Lessee. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- For lease transactions, Lessor reserves the right to substitute equal or better equipment prior to delivery without notice.
- This transaction is subject to prior credit approval. Security deposit and payment in advance may be required.
- **Sales Tax will be calculated based on the tax rate at the time of invoicing.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Estimated Equipment Value

The Estimated Equipment Value is listed below. Lessee is solely responsible for complying with all insurance requirements set forth in the Lease Terms and Conditions attached hereto.

Equipment Description	Qty	Estimated Equipment Value (each)
Classroom, 24x40 DSA III (Item2402)	3	\$434,430.00



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 5700 Las Positas Rd
 Livermore, CA 94551
 925-606-9000
www.mgrc.com

Lease Quotation and Agreement	
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Date of Quote	02/27/2026
Quote Expiration Date:	03/29/2026
Lease Term:	60 Months
Lessee PO#:	TBD

This Lease Quotation and Agreement is entered into by and between Lessor and Lessee effective as of the date signed by Lessee. This Lease Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference:

1. **Lease Terms and Conditions** attached hereto; and
2. **Supplemental Lease Terms and Conditions** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor.
3. **Supplemental Terms for Starlink Services and Starlink Kit** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor, provided that such terms shall only apply in the event the Agreement includes the provision of Starlink broadband internet services.
4. **Supplemental Terms for Broadband Services (Non-Starlink)** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor, provided that such terms shall only apply in the event the Agreement includes the provision of non-Starlink broadband internet services.

IN THE EVENT THE LESSOR AND LESSEE HAVE ENTERED INTO A MASTER LEASE AGREEMENT, THE TERMS OF SUCH MASTER LEASE AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, ARE DEEMED A PART OF THIS AGREEMENT, AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN THIS AGREEMENT.

By signing below, Lessee: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Lessor shall generate a Lease Agreement Number, which shall be referenced on all Lessor invoices.

No document provided by Lessee, including, without limitation, Lessee's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Lessee Forms**"), nor the terms and conditions associated with such Lessee Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement (or the Master Lease Agreement, as applicable) even if such Lessee Forms are signed by an agent or representative of Lessor. The terms and conditions of this Agreement (or the Master Lease Agreement, as applicable) shall prevail over any Lessee Forms, and any inconsistent or additional terms and conditions in Lessee Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

LESSOR:
 Mobile Modular Management Corporation
 a Division of McGrath RentCorp

LESSEE:
 Los Molinos USD

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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LEASE TERMS AND CONDITIONS

- LEASE.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment (as defined below). The lease of any Equipment is governed by the terms of this Agreement. The Equipment is and shall remain the personal property of Seller.
- TERMS.** All capitalized terms used and not otherwise defined herein, will have the meanings set forth in this Agreement. As used in this Agreement, the following definitions shall apply: **"Accessories"** shall mean any additions, attachments, or accessories to the modular buildings, or ancillary services, provided by Lessor to Lessee and identified in this Agreement; **"Equipment"** shall mean the modular buildings, Accessories, and/or Services identified in this Agreement, together with any replacements, repairs, additions, attachments or accessories hereafter rented to Lessee under this Agreement.
- PAYMENTS AND PRICE ADJUSTMENTS.** Lessee agrees to pay to Lessor each payment specified herein on a net invoice basis. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to this Agreement shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. Prices will be increased by Lessor for unknown circumstances or conditions, including, but not limited to, driver waiting time, special transport permits, difficult site conditions and/or increases in fuel prices.
- LEASE TERM; EARLY TERMINATION.** The Lease Term and Monthly Rent, each of which are specified in this Agreement, shall commence on the date the Equipment is delivered to the Site (the "Start Rent Date"), unless a different date is mutually agreed upon in writing, and shall continue thereafter for the number of months specified in this Agreement as the Lease Term. Lessee agrees to pay the Total Charges per Month specified in this Agreement (as may be adjusted pursuant to Section 5 below) for each month during the Lease Term and any extensions thereof. A month is defined as thirty (30) calendar days; rent will be billed monthly unless otherwise specified in this Agreement (but rent shall be due and owing even in the absence of actual receipt by Lessee of an invoice or bill). In the event that Lessee terminates this Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor, in its sole discretion, following the receipt of the termination request. Such early termination fee may include, but shall not be limited to, charges related to the preparation of the Equipment for delivery and/or the rental value of this Agreement. In no event shall any such early termination fee exceed the total value of this Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. If Lessee delays delivery of the Equipment for any reason for thirty (30) days or longer from the original delivery date mutually agreed upon between both parties, Lessor may, in Lessor's sole discretion, charge Lessee a monthly storage fee equal to the Monthly Rent starting on the original delivery date, and/or terminate this Agreement, subject to the early termination provisions set forth above.
- EXTENSION OF LEASE TERM.** Upon expiration of the initial Lease Term set forth in this Agreement, the lease of the Equipment shall automatically be extended on a month-to-month basis until the Equipment is returned to Lessor. This Agreement does not expire and the terms and conditions hereof shall remain in full force and effect for any extension of the Lease Term, unless otherwise agreed upon by Lessor and Lessee in writing. Lessor may periodically revise the Total Charges per Month from those reflected in this Agreement if the lease of the Equipment is extended beyond the initial Lease Term. If the lease of the Equipment is extended beyond the initial Lease Term, Lessor may revise the charges for the Charges Upon Return from those specified in this Agreement to reflect Lessor's then-current market rates for such services.
- PREPARATION FOR REMOVAL OF THE EQUIPMENT.** Prior to the scheduled removal of the Equipment, Lessee shall, at a minimum: (a) provide clear access to the Equipment for Lessor to dismantle and remove the Equipment from the Site by industry-standard trucking methods; (b) disconnect all utilities; (c) remove all personal property of Lessee's from the Equipment; and (d) in the case of Equipment that includes plumbing, flush the plumbing lines clean and ensure that no foreign matter remains in any fixtures. Plumbing must be properly disconnected by Lessee at its sole cost and expense. Lessee will be responsible for costs of repair required by improper plumbing disconnection to the extent that the Equipment is damaged. Any components, parts or accessories supplied by Lessor must be returned with the Equipment. In the event that Lessee fails to meet the requirements herein, additional charges may be incurred by Lessee for additional labor, waiting time, or dry-runs in the event that Lessor is unable to return the Equipment as scheduled.
- RETURN OF EQUIPMENT.** Lessee must provide a minimum of thirty (30) days prior, written notice to Lessor when requesting to return the Equipment. Lessee is responsible for complying with the requirements set forth in the "Preparation for Removal of the Equipment" section of these Lease Terms and Conditions. Unless otherwise agreed upon by Lessor in writing, Lessee shall continue to be responsible for payment of the Total Charges per Month set forth in this Agreement (as may be adjusted pursuant to Section 5 hereto) until return of the Equipment to Lessor is completed. The Total Charges per Month will be prorated in one-half (1/2) month increments only. If the Equipment is returned within the first fifteen (15) days of the billing period, Lessee shall be responsible for paying half of the Total Charges per Month; if Equipment is returned between the sixteenth (16th) and thirtieth (30th) days of the billing period, Lessee shall be responsible for paying the entire amount of the Total Charges per Month. The charges reflected in this Agreement for Charges Upon Return will be adjusted for any Lease Term longer than twelve (12) months or if the Lease is extended beyond the initial Lease Term, pursuant to Section 5.
- WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up and under normal use and regular service and maintenance by Lessee, shall be free from major defects in materials and workmanship that prevent any normal use and operation. Accessories supplied by Lessor pursuant to this Agreement but not owned by Lessor shall not be subject to the foregoing warranty, but shall carry the applicable warranty of the Accessory owner, which Lessor hereby assigns to Lessee to the extent transferable. Lessor's liability under this warranty shall be limited to the replacement or repair of the defective Equipment (during Lessor's normal working hours), at Lessor's option; provided, however, that Lessee shall provide written notice of any failure or defect to Lessor within four (4) days after discovery, and within the applicable warranty period, and failure to provide such notice in a timely manner may result in a limitation of this warranty at Lessor's sole option. If Lessee does not grant clear, unobstructed access for any such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates. This warranty does not



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extend to any Equipment subjected to improper application, damaged by accident or abuse, or repaired or altered outside of Lessor's facilities without prior written authorization from Lessor. **THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE LESSOR'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE EQUIPMENT AND SERVICES, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, GUARANTEES, PROMISES, AFFIRMATION OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, WHICH MAY BE DEEMED APPLICABLE TO THE EQUIPMENT OR SERVICES, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY OTHER MATTER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL EQUIPMENT AND SERVICES ARE BEING PROVIDED "AS IS", "WHERE IS, WITH ALL FAULTS". LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, THERETO. LESSEE HAS SELECTED ALL EQUIPMENT FOR LESSEE'S INTENDED USE AND RECOGNIZES THAT LESSOR IS NOT A DESIGNER OR MANUFACTURER OF ANY EQUIPMENT.**

9. **TAXES.** Lessee agrees to be responsible for all charges, fees and taxes (local, state and federal) levied or assessed upon Lessee or Lessor relating to the ownership, leasing, rental, sale, possession, use or operation of the Equipment (including, without limitation, sales, use and personal property taxes); provided, however, that the foregoing obligation shall not apply to any local, state or federal income tax assessed against the Lessor as a result of this Agreement which shall continue to be the obligation of Lessor. Lessee shall pay all such taxes for which it is responsible to the appropriate taxing authorities or, if directed or invoiced by Lessor, pay such amounts to Lessor for remittance by Lessor to the appropriate taxing authorities.
10. **LOSS OR DAMAGE.** Upon delivery and until the Equipment is removed from the Site by Lessor or its authorized agent, Lessee assumes all risk of loss or damage to the Equipment. Should any Equipment damaged be capable of repair, the Equipment shall be repaired and restored to its condition existing prior to such damage, at Lessee's sole cost and expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within forty-five (45) days thereafter, an amount equal to the full replacement value of the Equipment, which payment obligation shall survive the termination of this Agreement.
11. **INSURANCE.** Lessee shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than \$25,000), naming Lessor as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate) (and with a deductible no higher than \$25,000), naming Lessor and its designees as additional named insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by Lessor or any other additional insureds or additional named insureds. The liability insurance policy shall contain coverage for all contractual indemnity obligations of Lessee set forth in this Agreement, cross-liability and waiver of subrogation provisions in favor of Lessor and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Lessor and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Lessor. Lessee shall provide to Lessor insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until the Equipment is returned to Lessee. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.
12. **INDEMNIFICATION AND LIMITATION OF LIABILITY.**
 - (a) **LESSEE ON BEHALF OF ITSELF, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, SUBCONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH, A "LESSEE PARTY," AND COLLECTIVELY, THE "LESSEE PARTIES") SHALL INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS LESSOR, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, CONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH A "LESSOR INDEMNIFIED PARTY," AND COLLECTIVELY, THE "LESSOR INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, FEES, COSTS, EXPENSES, CLAIMS, LIABILITIES, DAMAGES, PENALTIES, FINES, FORFEITURES, AND SUITS (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES, ENVIRONMENTAL CONSULTANTS AND EXPERT WITNESS FEES AT TRIAL AND ON APPEAL) (COLLECTIVELY, "LOSSES") RELATING TO, ARISING OUT OF OR IN CONNECTION WITH: (1) ANY BREACH OR NON-FULFILLMENT OF ANY COVENANT, AGREEMENT, OR OBLIGATION TO BE PERFORMED BY LESSEE PURSUANT TO THIS AGREEMENT, OR ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS OF LESSEE SET FORTH IN THIS AGREEMENT; (2) THE OCCURRENCE OF ANY EVENT SET FORTH IN SECTION 13; (3) THE SELECTION, USE, POSSESSION, DELIVERY, RENTING, LEASING, SUBLEASING, OPERATION, TRANSPORT, MAINTENANCE, CONDITION, REPAIR, REPLACEMENT, REPOSSESSION, RETURN OR STORAGE OF ANY EQUIPMENT OR ANY SERVICES; (4) ANY FAILURE BY ANY LESSEE PARTY TO COMPLY WITH ANY APPLICABLE LAW IN CONNECTION WITH ANY EQUIPMENT OR THE SERVICES OR THIS AGREEMENT; (5) ANY DEATH OR BODILY INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY TO WHICH THE ACTS OR OMISSIONS OF A LESSEE PARTY CONTRIBUTED; OR (6) ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF ANY LESSEE PARTY FOR ANY ACTION RELATED TO OR ANY USE OF ANY EQUIPMENT. THIS INDEMNITY SHALL APPLY EVEN IF SAID LOSSES ARE OCCASIONED, BROUGHT ABOUT OR CAUSED BY THE CONCURRENT NEGLIGENCE OF ANY LESSOR INDEMNIFIED PARTY, UNLESS A COURT OF COMPETENT JURISDICTION SHOULD DETERMINE THAT THE LOSSES WERE PROXIMATELY CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS OF A LESSOR INDEMNIFIED PARTY. IF THE FOREGOING**



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OBLIGATIONS ARE NOT ENFORCEABLE AGAINST LESSEE UNDER APPLICABLE LAW, LESSEE AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS LESSOR INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL LOSSES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, TO THE EXTENT OF THE ACTS OR OMISSIONS OF THE LESSEE PARTIES' NEGLIGENT OR WORSE CONDUCT. THIS INDEMNIFICATION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

(b) TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, LESSOR'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF RENTAL FEES AND ALL OTHER AMOUNTS PAID BY LESSEE AND RECEIVED BY LESSOR UNDER THIS AGREEMENT FOR THE EQUIPMENT AND/OR SERVICES, AND LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

13. **EVENTS OF DEFAULT; REMEDIES.** Each of the following shall constitute an "Event of Default": (1) failure by Lessee to make any payment within ten (10) days after its due date; (2) failure by Lessee to perform any other obligation under this Agreement, and the continuance of such default for ten (10) days after written notice thereof by Lessor to Lessee; (3) any material misrepresentation or false statement of fact by Lessee; (4) the loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or the commencement of any bankruptcy proceedings by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value of the Equipment hereof. Upon the occurrence of any Event of Default, Lessor may, without notice, exercise one or more of the following remedies: (1) declare all unpaid payments under this Agreement to be immediately due and payable; (2) terminate this Agreement as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability to Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of this Agreement or to recover damages for the breach hereof, including attorneys' fees and any other expenses paid or incurred by Lessor in connection with the repossession of the Equipment; (6) apply the security deposit specified in this Agreement ("Security Deposit") to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of this Agreement and to indemnify Lessor against any damages sustained by Lessor; and/or (7) recover the replacement cost of any Equipment which Lessor is unable to repossess.. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any term or condition of this Agreement. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event of repossession, Lessee waives any bond posting requirement.

Lease Terms and Conditions, Rev. 07/01/2022

Tab 3.
Discussion/Action

- A. Approval to Eliminate the Director of Maintenance Operations and Transportation Position Effective June 30, 2026
As part of an ongoing review of district operational needs and responsibilities, staff is recommending the elimination of the Director of Maintenance Operations and Transportation position effective June 30, 2026. Administration anticipates bringing forward a proposed revised position and job description for board consideration at our next regularly scheduled meeting March 19, 2026.

- Adjournment