

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION

Agenda Item 10.1a

Meeting Date : September 6, 2018

Subject : Approval of Grants, Entitlements, and Other Income Agreements  
Ratification of Other Agreements  
Approval of Bid Awards  
Approval of Declared Surplus Materials and Equipment  
Change Notices  
Notices of Completion

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

Division :



## APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Printers, Computers, Laptops, Projectors, Typewriter, Television	Golden Empire Elementary	\$0.00	Salvage
Computers, Monitors	Washington Elementary	\$0.00	Salvage
Computers, Monitors, Printers, Television	Transportation	\$0.00	Salvage
Televisions, VCR's, Printer	John Sloat Elementary	\$0.00	Salvage

## RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Project:	Lease-Leaseback Agreement for Renovation	American Legion Core Academic
Recommendation:	Award to Landmark Construction	
Amount/Funding:	\$8,666,212; Measure Q Funds	

Recent state legislation (AB2316) made significant changes to K-12 lease-leaseback statutes, Education Code §17400 et seq. AB2316 requires a competitive process in selecting the lease-leaseback contractor, and in some cases, authorizes pre-construction services by the same lease-leaseback contractor.

Per AB2316, staff solicited "Request for Proposals" by advertising and sending notices directly to contractors. Proposals received were evaluated and ranked based on scoring criteria used to determine "best value".

## NOTICES OF COMPLETION – FACILITIES PROJECTS

Contract work is complete and Notices of Completion may be executed.

Contractor	Project	Completion Date
Walker Telecomm, Inc.	E-Rate 20 Network Upgrade	8/16/18

AUG - 6 2018

Fiscal Administrative Services Division  
AO-400 (REV. 09/2014)

**Grant Award Notification**

**GRANTEE NAME AND ADDRESS**

Jorge Aguilar, Superintendent  
Sacramento City Unified  
PO Box 246870  
Sacramento, CA 95824-6870

**Attention**

Jorge Aguilar

**Program Office**

Office of the Superintendent

**Telephone**

916-643-9000

**Name of Grant Program**

Carl D. Perkins Career and Technical Education Improvement Act of 2006

**CDE GRANT NUMBER**

FY	PCA	Vendor Number	Suffix
18	14894	67439	00

**STANDARDIZED ACCOUNT CODE**

Resource Code	Revenue Object	COUNTY
3550	8290	34

**COUNTY**

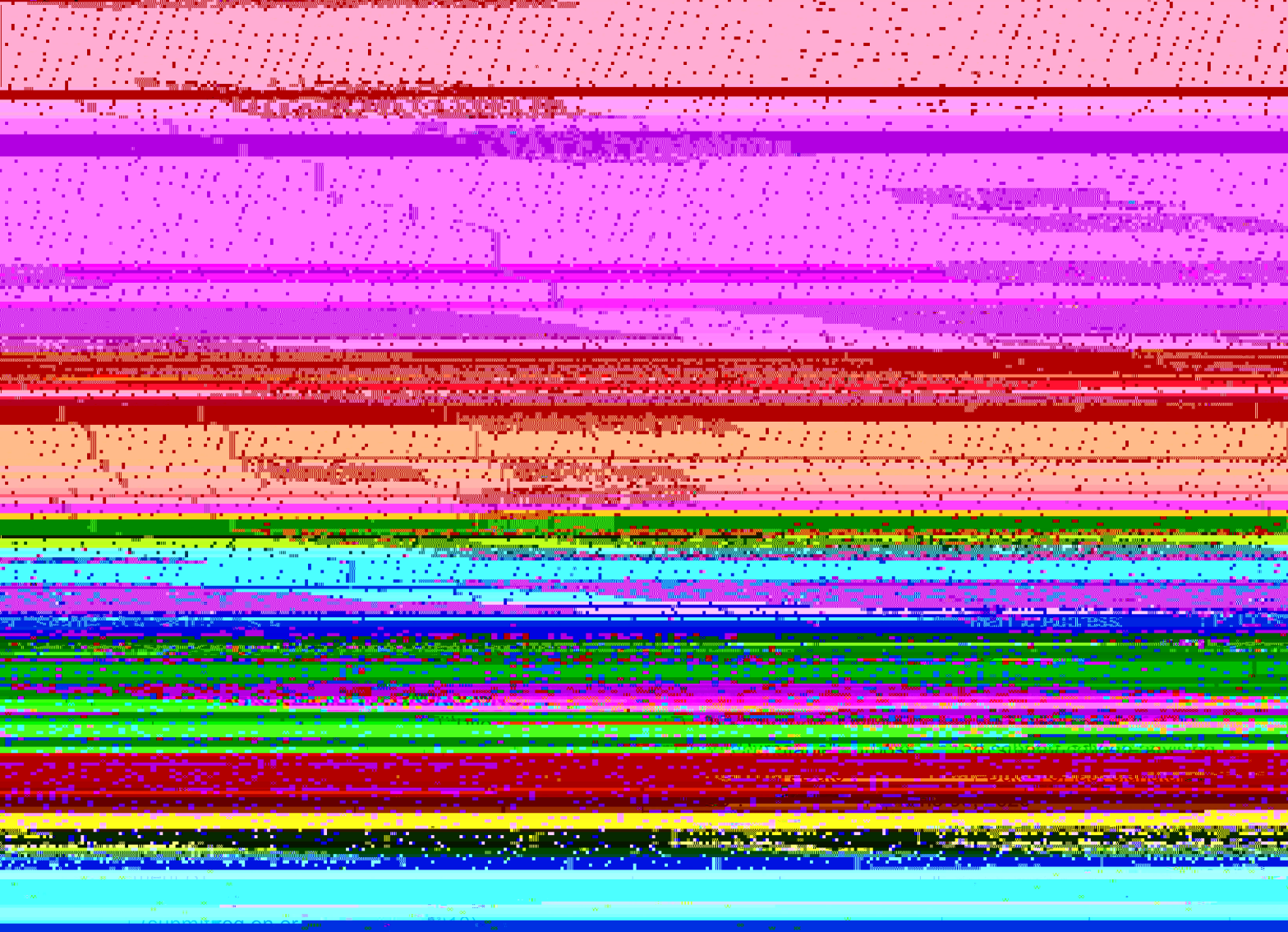
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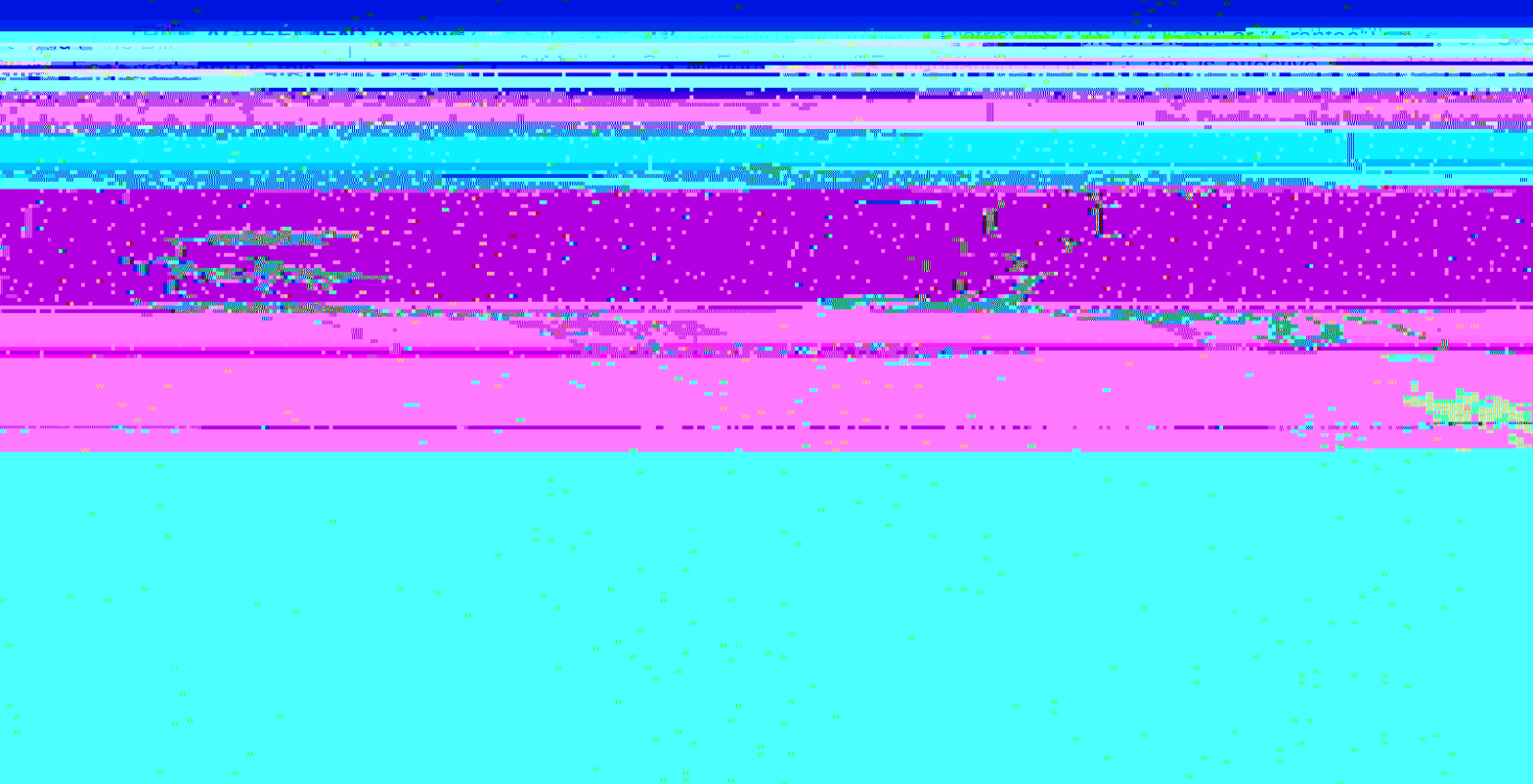
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GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$487,081	0	\$487,081	0	July 1, 2018	June 30, 2019

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency
		Carl D. Perkins Career and Technical Education	



Grant Commitments and Requirements (Attachment C)



GRANT AGREEMENT  
Investment ID OPP1199509

ATTACHMENT A  
GRANT AMOUNT AND REPORTING & PAYMENT SCHEDULE

**GRANT AMOUNT**

The Foundation will pay You the total grant amount specified in the Reporting & Payment Schedule below. The Foundat L R Q ¶ V 3 U L P D U \ & R Q W D F W P X V W D S S U R Y H L Q Z U L W L Q J E 10%.

**REPORTING & PAYMENT SCHEDULE**

Payments are subject to Your compliance with this Agreement, including Your achievement, and the ) R X Q G D W L R Q ¶ V D S S U R Y D O R I D Q \ D S S O L F D E O H W D U J H W V P L O Agreement. The Foundation may, in its reasonable discretion, modify payment dates or amounts and will notify You of any such changes in writing.

**REPORTING**

You will submit reports according to the Reporting & Payment Schedule using the Foundation's templates or forms, which the Foundation will make available to You and which may be modified from time to time. For a progress or final report to be considered satisfactory, it must demonstrate meaningful progress against the targets or milestones for that investment period. If meaningful progress has not been made, the report should explain why not and what adjustments You are making to get back on track. Please notify the Foundation's Primary Contact if You need to add or modify any targets or milestones. The Foundation must approve any such changes in writing. You agree to submit other reports the Foundation may reasonably request.

REPORTING & PAYMENT SCHEDULE				
Investment Period	Target, Milestone, or Reporting Deliverable	Due By	Payment Date	Payment Amount (U.S.\$)
	Countersigned Agreement		Within 15 days after receipt of countersigned Agreement	\$75,000

Start Date  
through June 30,  
2019

GRANT AGREEMENT  
Investment ID OPP1199509

ATTACHMENT B  
TERMS & CONDITIONS









amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

#### NOTICES AND APPROVALS

Written notices, requests,



**AGREEMENT FOR APPRENTICESHIP TRAINING PROGRAM**  
**Between**  
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**And**  
**CALIFORNIA FIREFIGHTER JOINT APPRENTICESHIP COMMITTEE**

This agreement entered into this 1<sup>st</sup> day of July 2018, by and between the Sacramento City Unified School District, hereinafter referred to as "District", and the California Fire Fighter Joint Apprenticeship Committee, hereinafter referred to as "CAL-JAC".

WHEREAS, the CAL-JAC has established Apprenticeship Training Standards which identify the professional levels of competence required of apprentices; and,

WHEREAS, those Apprenticeship Standards specify the training, education, experience, performance objectives, and minimum requirements for professional competence of an apprentice; and,

WHEREAS, the District has approval from the California Community Colleges Chancellor's Office

[REDACTED]

(CCCCO) to conduct related and supplemental instruction training programs; and,

WHEREAS, the CAL-JAC and the District will provide related and supplemental instruction for apprentice

[REDACTED]

4. The District shall claim as income, funds received, generated by, or attributed to the Apprenticeship Program such as, but not limited to, funds derived from apprenticeship education revenues pursuant to the California Education Code, Sections 8150 and 8152 of Article 8, Chapter 1, Part 6, Title I or other appropriations based on hours of apprenticeship education.

**ARTICLE III – RESPONSIBILITY OF CAL-JAC**

1. The CAL-JAC shall provide or arrange for all instructors, classroom space, required training equipment, and supplies for the prescribed instruction in the CAL-JAC. The CAL-JAC will provide sufficient instructional staff possessing the proper credential as established by the District, or as specified in the California Education Code, Section 8153.5, Article 8, Chapter 1, Part 6, Title I,

[REDACTED]

2. The CAL-JAC shall be responsible for payment of all salary and other employment costs for the instructors directly to and on behalf of all the persons employed for such purposes. The CAL-

[REDACTED]

... shall be responsible for payment of all salary and other employment costs for the instructors directly to and on behalf of all the persons employed for such purposes.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above

[Redacted signature area]

*[Handwritten signature]*

written.

[Redacted signature area]



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SERVICES AGREEMENT

Date: August 17, 2018 Place: Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Newcomb Anderson McCormick, Inc. (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.





Flat Rate: The total payment to Contractor, including travel and other expenses, shall not exceed One Hundred Sixty-Eight Thousand, Five Hundred Eighty-Six Dollars (\$168,586).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of John Borges, Energy Manager, Sacramento City Unified School District, 425 1<sup>st</sup> Avenue, Sacramento, CA 95818.

#### ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

#### ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Contractor understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Contractor shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that L Q F O X G H E R W K H O H P H Q W V G R Z B B Q W U D Q G W R K M V' L S U R W L H F F W M S U R W subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distributio



The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

#### ARTICLE 7. FINGERPRINTING REQUIREMENTS.

Contractor agrees that any employee it provides to the District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code §45125.1, Contractor shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a felony as defined in §45122.1.

District has determined that services performed under this Agreement will result in limited contact with pupils. & R Q W U D F W R U L V U H T X L U H G W R F R P S O \ Z L W K W K H F R Q G L V Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the & R Q W U D F W R U L V U H T X L U H G W R F R P S O \ Z L W K W K H F R Q G L V may not enter any school site until the Contractor provides the certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

#### ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable H D W W R U Q H \ \ \ V I H H V D Q G L C



The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

#### ARTICLE 11. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld.



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ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of  
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under this Agreement.





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EXHIBIT A

CONTRACTOR CERTIFICATION of COMPLIANCE

Fingerprinting:



August 17th 2018

P-2637.01

Mr. John Borges  
Energy Managet





Based on actual Prop 39 funding available and firm bids received, will work with the District to make any necessary amendments to the project mix on the existing EIR to ensure that all available Prop 39 funding is utilized and to minimize or eliminate out of pocket (non-Prop 39) expenses for the district. After working with



# BREAKDOWN OF IMPLEMENTATION SERVICES TASKS

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Task

Activity

NAM Effort

