SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item# 11.1a

Meeting Date: December 8, 2011

Subject: **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

☐

☐ Conference/Action
☐ Action
☐ Public Hearing

Division: Administrative Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Change Notices ±Facilities Projects

Estimated Time:	N/A
Submitted by:	Daniel M. Sanchez, Manager II, Purchasing Services Kimberly Teague, Contract Specialist
Approved by:	Patricia A. Hagemeyer, Chief Business Officer

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

Contractor	Description	Amount
CHILD DEVELOPMENT		
A12-00028.1 Sacramento Employment and Training Agency (SETA)	8/1/11 ±7/31/12: Supplemental grant funding for Head Start and Early Head Start Programs. The Child Development Department enrolls and serves 1,387 Head Start and Early Head Start children within part-day preschool, full- G D \ & K L O G U H Q ¶ V & HdQWHUV Centers, and Home Based Programs. This supplemental funding will allow us to enroll 20 more children in the Head Start program and 32 more children in the Early Head Start program. Children ages 3-5 enrolled in the Head Start Program receive comprehensive services, including mental health and health screenings. Families are encouraged to enter into partnership agreements to set family goals. Goals include completing school, seeking new employment opportunities, nutrition education, and learning child development strategies. Early Head Start serves pregnant teens and children ages 0-3 years. Social workers, registered nurses, and other health professionals provide direct services and referrals to program participants.	$8,206,344 Head Start Basic Funds *(Approved 9/1/11 Board Mtg.)* **$65,349** Head Start Supplemental Funds $1,152,119 Early Head Start Basic Funds *(Approved 9/1/11 Board Mtg.)* **$190,958** Early Head Start Supplemental Funds
SPECIAL EDUCATION		
A12-00066 California Department of Education	7/1/11 ±6/30/13: Alternative Dispute Resolution (ADR) Grant. Funding for the ADR process to respond to and resolve local complaints and concerns regarding the implementation of the Individuals with Disabilities Education Act, Part B, Section 611 (IDEA). The ADR process is a desirable and effective practice that supports the positive interaction and collaboration among parents and educators, and promotes the implementation and use of conflict resolution throughout the state.	$15,000

EXPENDITURE AND OTHER AGREEMENTS

Contractor	Description	Amount
TECHNOLOGY SERVICES		
R12-03564 AMS.NET	12/9/11 ±6/30/12: Implementation of a secure and stable Cisco designed infrastructure for centralized ' L V W U L F W W H F K Q R O R J \ V H U Y L F H V ongoing effort to improve the education provided to every student in every classroom so they can meet the challenges of the 21st century utilizing The Merced County FOCUS Contract No. 2009121. The new infrastructure will include the following:	Piggyback Pursuant to Public Contract Code §20118 $1,900,000 Bond Funds

- Unified Communications Systems addressing chasm between central office and school sites. One common platform for voice, video and instant messaging communications.
- Network Refresh to provide a secure and stable wired and wireless infrastructure
- Video library that will enable professional development and collaboration for both teachers and students. Tools that will allow users to record, edit, view and share video content anytime, anywhere on any device.

Rosa Parks and California Middle Schools will be the

R12-03564

AGREEMENT FOR PUBLIC-PRIVATE JOINT VENTURE

MERCED COUNTY
CONTRACT NO. 200912

THIS AGREEMENT, is made and entered into by and between the County of Merced, a political subdivision of the State of California (hereinafter referred to as "County"), and AMS.NET, Inc.

(hereinafter referred to as "Contractor").

WHEREAS, the County desires to retain Contractor to perform the services in connection with the Fast Open Contracts Utilization Services (FOCUS), pursuant to Government Code Sections 25330-25338; and,

1.5.2 Unified Messaging (UM)
1.7 Telecommunications Systems (PBX)
1.7.1 Telephone Handsets
1.8 Voice Mail Solutions
1.9 Wireless Voice Communication Services

Infrastructure:
3.1 Battery Backup Systems
3.2 Cabling Services
3.3 Energy Auditing, Management, Conservation & Alternative Solutions
3.4 Engineering/Consulting Services
3.5 Enterprise Mobility Solutions
3.7 Maintenance Services
3.8 Network Host & Enterprise Security Solutions

1.3 Services

Contractor shall provide such services in a good and professional manner in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. The following exhibits are specifically incorporated by reference, attached hereto,

Exhibit A - County's Request for Joint Venture Proposal

Exhibit B - Contractor's Responding Proposal
Exhibit C - Other Related Documentation

Services shall include all activities of Contractor necessary to its performance of the work included in the scope herein described and shall perform all services as an independent

submitted. Bidder must state in their proposal what percentage of discount or cost plus is being offered in their proposal.

11. An ability to include industry leaders in the corporate and product suites offered through subcontractor relationships.

12. An on-line order placement/tracking system for immediate input or retrieval of information/acknowledgments.

13. An on-line and e-mail communications system to handle routine and/or emergency discussions and actions.

14. As required, a customer help desk (800 number/on-line access) to assist customer technical and administrative issues.

2. **TERM**

The term of this Agreement shall commence on the 9th day of June, 2009, and continue until the 8th day of June, 2011, unless sooner terminated in accordance with Sections, "TERMINATION FOR CAUSE" and/or "TERMINATION AT WILL" as set forth elsewhere in this Agreement.

[redacted]

Through mutual agreement, the contract may be extended for additional terms.

3. **ADMINISTRATION, MARKETING, AND MANAGEMENT FEES**

Contractor agrees to pay Merced County administration, marketing, and management fees in accordance with Attachment 3 on a quarterly basis. Payment is to be made not later than 30 days following the end of the quarter (April 30, July 31, October 31, January 31). NOTE: The amount/percentage of compensation is CONFIDENTIAL PROPRIETARY INFORMATION and not releasable to the general public.

4. **PUBLIC AGENCY PARTICIPATION**

8. TERMINATION FOR CAUSE

Professional Liability $1,000,000 limit per occurrence and $5,000,000 annual

5. Deductibles: All deductibles and self-insured retentions shall be fully disclosed

It is mutually understood and agreed that no employer-employee relationship is created and Contractor shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premiums imposed or required by workers' compensation, unemployment insurance, social security, income tax, other statutes or

18. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of the Agreement or any part thereof shall have any validity or bind any of the parties hereto.

COUNTY NOT OBLIGATED TO THIRD PARTIES

The County shall not be obligated or liable hereunder to any party other than Contractor.

28. REMEDY FOR BREACH AND RIGHT TO CURE

[redacted]

obligation of this Agreement, the County may itself perform, or cause the performance of, such agreement or obligation. In that event, Contractor will, on demand, fully reimburse County for all

[redacted]

32. CAPTIONS

The captions of each paragraph in the Agreement are inserted as a matter of convenience and

any way affect it.

33. SUBCONTRACTS - ASSIGNMENT

COUNTY OF MERCED	CONTRACTOR
By _____ Signature	By _____ Signature
[illegible] JUN 9 2009	[illegible]
Name	Name
[illegible]	[illegible]
Title	Title

APPROVED AS TO FORM
JAMES N. FINCHER
COUNTY COUNSEL

By _____ Deputy

ATTACHMENT 1

SUBCONTRACTORS

Cisco
HP
McAfee
Microsoft
Sony
Syn-Apps
Valcom
VBrick
Verint
VMware

ATTACHMENT 2

ORDERING, REPORTING, AND RECONCILIATION PROCEDURES

ORDERING:

To order from the FOCUS Contract, Contractor needs:

1. A public agency purchase order (P.O.), stating the FOCUS Contract Number, made out to Contractor.
2. Confirmation that a copy of the P.O. has been sent to County via US mail, fax or email.

Contractor can receive information in the following ways: US mail, fax or email:

US mail:
AMS.NET

502 Commerce Way

Fax:
925-245-6150

sales@ams.net

Upon receiving the above, Contractor will proceed with the ordering of the equipment delivered to Contractor for delivery to the customer. The Order Administrator will also send a copy of the P.O. to the