



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.1a

**Meeting Date:** October 1, 2015

**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:** Business Services

**Recommendation:** Recommend approval of items submitted.

**Background/Rationale:**

**Financial Considerations:** See attached.

**LCAP Goal(s):** College and Career Ready Students; Family and Community Engagement; Safe, Clean and Healthy Schools

**Documents Attached:**

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Notices of Completion – Facilities Projects

<p><b>Estimated Time of Presentation:</b> N/A <b>Submitted by:</b> Gerardo Castillo, CPA, Chief Business Officer Kimberly Teague, Contract Specialist <b>Approved by:</b> José L. Banda, Superintendent</p>
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**GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>STUDENT SUPPORT &amp; HEALTH SERVICES</u></b>		
A16-00032 The Substance Abuse and Mental Health Services Administration	9/30/15 – 9/29/18: The Meadowview Project AWARE program will build on the district's existing structures, programs and partnerships to increase the mental health literacy of adults who interact with adolescents through Youth Mental Health First Aid (YMHFA) trainings for adults in Sacramento's Meadowview neighborhood. Three teams of YMHFA Instructors will train at least 525 adults over the three-year grant period on how to help an adolescent who is experiencing a mental health or addictions challenge or is in crisis.	\$348,503 over three years No Match

**EXPENDITURE AND OTHER AGREEMENTS**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>ADULT EDUCATION</u></b>		
SA16-00017 California Fire Fighter Joint Apprenticeship Committee	7/1/15 – 6/30/16: Agreement for Apprenticeship Program for Related and Supplemental Instruction (RSI) to California Fire Fighters at Charles A. Jones Business and Education Center. Apprenticeship funding for RSI is provided by California Department of Education for 49,000 hours at \$5.46 per hour. The district retains 10% of the revenue generated by attendance in the program.	\$267,540 Adult Education Funds

**DEPUTY SUPERINTENDENT**

SA16-00218 Vision 2000	6/15/15 – 7/10/15: Planning and Implementing 2015 Summer Math and Reading Academy at California State University, Sacramento, for approximately 300 students attending Fr. Keith B. Kenny, H.W. Harkness, Leataata Floyd, Oak Ridge, and Pacific Elementary Schools.	\$112,122 General Funds
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**FACILITIES SUPPORT SERVICES**

SA16-00170 HMR Architects	1/1/15 – Completion of Services. Architectural and Engineering Services as needed for the repair and replacement of roof at the Hiram Johnson High School campus, including building wings A thru E and building M; Shops buildings, two-story portables, and covered walkways. Scope of work includes replacement of the current roofing system as well as integrating the current ERP project, consisting of the replacement of the existing gutters and downspouts.	\$104,500 Emergency Repair Program Funds
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**TECHNOLOGY SERVICES**

SA16-00112 Digital Deployment	7/1/15 – 6/30/16: Web hosting services at all participating school sites (hosting, maintenance, security upgrades, feature upgrades, and service-level agreement for website support).	\$96,000 General Funds
SA16-00211 AMS.Net	7/1/15 – 6/30/16: Cisco SMARTnet Service Technical Support provides maintenance for hardware and software; facilitates rapid problem resolution; and improves operational efficiency of our critical business processes and systems.	\$250,452 General Funds

**YOUTH DEVELOPMENT**

A16-00033 County of Sacramento, Child Protective Services	7/1/15 – 6/30/16: Reimbursement Agreement to cover a portion of the cost of the district's Independent Living Program provided to students 16 – 18 years of age at all of our high school sites. The program provides support and services to assist youth in making the transition from foster care to independent living.	\$99,999
SA16-00181 New Hope Community Development Center	8/1/15 – 6/30/16: Develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21 <sup>st</sup> Century after school programs at Sol Aureus College Preparatory Independent Charter School and William Land Elementary School during the school year. Includes the Mandarin Language Immersion Program at William Land Elementary School. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children and adults from low-income families in achieving challenging State content standards, and provide opportunities for parents to actively participate in their children's education.	\$132,106 After School Education & Safety/21 <sup>st</sup> Century Community Learning Center Funds (\$26,421 In-Kind Match)

**NOTICES OF COMPLETION – FACILITIES PROJECTS**

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

<b>Contractor</b>	<b>Project</b>	<b>Completion Date</b>
Clark & Sullivan Construction	Covered Walkway Roof Replacement at John Still K-8 School (ERP Project)	September 1, 2015
Clark & Sullivan Construction	Roof Replacement at Leonardo da Vinci K-8 and New Technology High School (ERP Project)	September 1, 2015
Landmark Construction	Kitchen/Multi-Purpose Room Floor Replacement at Kit Carson Middle School (ERP Project)	September 1, 2015

McCarthy Building Companies	Restroom Remodel at Parkway Elementary School DSA Application #02-114206 (ERP Project)	September 1, 2015
McCarthy Building Companies	Playground Paving Repair at Parkway Elementary School (ERP Project)	September 1, 2015
McCarthy Building Companies	Multi-Purpose Room Stage Flooring at Parkway Elementary School (ERP Project)	September 1, 2015
McCarthy Building Companies	Canopy Reroofing/HVAC Mounting at Parkway Elementary School (ERP Project)	September 1, 2015
McCarthy Building Companies	Concrete Replacement at Parkway Elementary School, DSA Application #02-114209 (ERP Project)	September 1, 2015
McCarthy Building Companies	Fencing at Parkway Elementary School (ERP Project)	September 1, 2015
McCuen Construction, Inc.	Roof Replacement at Sam Brannan Middle School	September 1, 2015
Roebbelen Contracting, Inc.	Paving & Kitchen Improvements at Fern Bacon Middle School; Hardcourt Paving Improvements at Rosa Parks K-8 School DSA Application #02-114146 (ERP Project)	September 1, 2015
Roebbelen Contracting, Inc.	Playfield Repairs including Hydraulic Irrigation Replacement, Storm Drainage Improvement, and New Fencing at C.B. Wire Elementary School (ERP Project)	September 1, 2015
Seward L. Schreder Construction	AC Paving & Concrete Replacement at Capital City, DSA Application #02-114168 (ERP Project)	September 1, 2015
Seward L. Schreder Construction	Replacement of Roof, Gutters & Downspouts at Hiram Johnson High School (ERP Project)	September 1, 2015
Seward L. Schreder Construction	Concrete & Asphalt Replacement at Hiram Johnson High School, DSA Application #02-113244 (ERP Project)	September 1, 2015
Seward L. Schreder Construction	Paving & Water Line Replacement at Tahoe Elementary School, DSA Application #02-114147 (ERP Project)	September 1, 2015
Sierra National Asphalt	Paving Repair (Crack Fill & Seal Coat) at Seven School Sites (Albert Einstein, Camellia, Caroline Wenzel, Cesar Chavez, Earl Warren, Ethel Phillips, Golden Empire)	September 1, 2015
Stagecraft Industries, Inc.	Stage Drapes & Rigging at Five School Sites (California, Hiram Johnson, John F. Kennedy, Luther Burbank, Sacramento)	September 1, 2015

Stuebaker Brown Electric	Electrical Upgrade at Fruit Ridge Elementary School (ERP Project)	September 1, 2015
Stuebaker Brown Electric	Fire Alarm Replacement at C.B. Wire Elementary School, DSA Application #02-114027	September 1, 2015
Valley Precision Grading	Drainage Improvement at Leataata Floyd Elementary School (ERP Project)	September 1, 2015
XL Construction	Concrete & Asphalt Replacement at Sacramento Charter High School, DSA Application #02-114143 (ERP Project)	September 1, 2015

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

This agreement entered into this 1<sup>st</sup> day of July 2015, 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 "CFFJAC".

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

WHEREAS, the CFFJAC and the District will provide related and supplemental instruction for apprentice Fire Fighters, Fire Fighter II's, Fire Apparatus Engineers, Fire Medics, Fire Fighter Divers, Emergency Medical Technicians, Paramedics, Engineers, Fire Officers, Fire Equipment Specialists, Fire Inspectors, Fire Marshals, Fire Prevention Officers, Hazardous Materials Technicians, Fire Department Training Officers, Wildland Fire Fighter Specialists, Arson and Bomb Investigators, Fire Fighter Paramedics, Fire Suppression Technicians and Heavy Fire Equipment Operators; with participating departments under agreements as determined by the CFFJAC.

NOW THEREFORE, the parties agree:

**ARTICLE I – TERM OF AGREEMENT**

The term of this agreement shall be July 1, 2015 through June 30, 2016.

**ARTICLE II – RESPONSIBILITY OF DISTRICT**

1. The District agrees to participate in a training program for eligible apprentices in the CFFJAC.
2. The District shall contract with the CFFJAC for all instructional and training services provided in accordance with the CFFJAC standards. The District shall retain 10% of the base rate as income from the apprenticeship revenues generated by the attendance of apprentices for a minimum of 49,000 hours of academy and related and supplemental instruction in each fiscal year during the term of this Agreement. The District shall pay to the CFFJAC 90% of the base rate generated by apprentice attendance. All classroom hours shall be scheduled in accordance with the California Education Code Section 8152. The District obligation hereunder is payable from funds appropriated for the purpose of this Agreement and is contingent upon the establishment of an appropriation as specified in the California Education Code, Sections 8150 and 8152 for each fiscal year this Agreement is in effect or other supplemental appropriations derived from hours of apprenticeship education. The District has no obligation for any services, which may have been provided by the CFFJAC hereunder if such funds are not appropriated and allocated for use by the District for the purposes of this program. The District shall notify the CFFJAC of any such non-allocation at the earliest possible date.
3. The District shall disburse funds that have been received from the State and owed to the CFFJAC within 30 days of receiving a CFFJAC invoice based upon reported attendance.

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 CFFJAC**

1. The CFFJAC shall provide or arrange for all instructors, classroom space, required training equipment, and supplies for the prescribed instruction in the CFFJAC. The CFFJAC 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.
2. The CFFJAC 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 CFFJAC shall also indemnify and hold the District harmless against any and all claims, which are made for salary or employment/benefits of such instructors for the period covered by the terms of this agreement.
3. The CFFJAC shall maintain and submit to the District, records of individual apprentices' attendance and achievements within guidelines established by the District.

#### **ARTICLE IV – MISCELLANEOUS**

1. All written notices, reports and other written communications under this agreement shall be deemed effective upon their deposit in the United States mail, postage prepaid, and addressed as follows:

Sacramento City Unified School District  
Attn: Susan Lytle-Gilmore, Director  
5451 Lemon Hill Avenue  
Sacramento, CA 95824

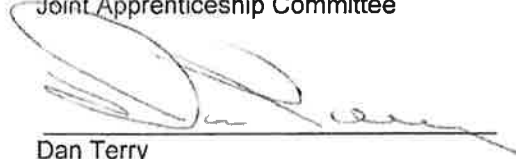
California Fire Fighter Joint Apprenticeship Committee  
Attn: Yvonne de la Peña, Executive Director  
1780 Creekside Oaks Drive  
Sacramento, CA 95833

2. Either party may terminate this agreement at the end of any fiscal year by giving written notice to the other party at least thirty (30) days prior to the effective termination date.
3. The District and the CFFJAC shall, to the extent permitted by law, indemnify and hold each other harmless against any liability whatsoever arising from any act or acts of their employees participating or functioning in the apprenticeship program herein provided.
4. The CFFJAC reaffirms its commitment to provide equal employment opportunity and an equitable and representative distribution of women and minorities in the California fire services while maintaining existing standards. It is and will continue to be the policy of the CFFJAC not to discriminate against any applicant on the basis of race, color, national origin, marital status, sex, or other non-job related reason. Each member of the CFFJAC, its staff, and the Sub-JACs will extend good faith efforts in accomplishing the goals of the Training Program and the departments' affirmative action plan.

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

Sacramento City Unified School District

California Fire Fighter  
Joint Apprenticeship Committee



\_\_\_\_\_  
Gerardo Castillo  
Chief Business Officer

\_\_\_\_\_  
Dan Terry  
Chair

Date: 8/25/15

Date: 8/14/15





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## SERVICES AGREEMENT

**Date:** September 1, 2015 **Place:** Sacramento, California

**Parties:** Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Vision 2000, (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.

In consideration of the mutual promises contained herein, the parties agree as follows:

### ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

Planning, facilitating and implementation of 2015 Summer Math & Reading Academy at California State University, Sacramento, for approximately 300 students.

### ARTICLE 2. TERM.

This Agreement shall commence on June 20, 2015, and continue through August 20, 2015, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

### ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

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Flat Rate: The total payment to Contractor, including travel and other expenses, shall be \$112,121.80.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Lisa Allen, Chief of Schools, Sacramento City Unified School District, P.O. Box 246870, Sacramento, California 95824-6870.

#### **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 include both elements of Contractor's protected works and the District's protected works, shall be 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 distribution of the matters, for any purpose in any medium.

#### **ARTICLE 6. INDEPENDENT CONTRACTOR.**

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

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.

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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.**

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of these services, Contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District.

District has determined that services performed under this Agreement will result in limited contact with pupils. Contractor is required to comply with the conditions listed in Exhibit A, Contractor's Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the Contractor's employees 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 attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

#### **ARTICLE 9. INSURANCE.**

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. Contractor will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

#### **ARTICLE 10. TERMINATION.**

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

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. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

#### **ARTICLE 12. NOTICES.**

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:  
Sacramento City Unified School District  
PO Box 246870  
Sacramento CA 95824-6870  
Attn: Kimberly Teague, Contract Specialist

Contractor:  
Vision 2000  
8 Park Sierra Lane  
Sacramento, CA 95864  
Attn: Hazel Mahone

#### **ARTICLE 13. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

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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 interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

#### **ARTICLE 15. NONDISCRIMINATION.**

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

#### **ARTICLE 16. ATTORNEY'S FEES.**

In the event of any action or proceeding brought by one party against the other party under this Agreement, the prevailing party shall be entitled to recover its attorney's fees and reasonable costs in such action or proceeding in such an amount as the court may judge reasonable.

#### **ARTICLE 17. SEVERABILITY.**

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

#### **ARTICLE 18. RULES AND REGULATIONS.**

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

#### **ARTICLE 19. APPLICABLE LAW/VENUE.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

#### **ARTICLE 20. RATIFICATION BY BOARD OF EDUCATION.**

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.



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Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**VISION 2000**

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

Gerardo Castillo, CPA  
Chief Business Officer

By:

\_\_\_\_\_

Hazel Mahone

\_\_\_\_\_

Date

\_\_\_\_\_

Date

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**EXHIBIT A**

**CONTRACTOR CERTIFICATION of COMPLIANCE**

**Fingerprinting:** Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Contractor cannot adhere to the conditions stated above, the Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

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Authorized Signature of Contractor

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Date

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Printed Name/Title



## **PROJECT AUTHORIZATION FORM**

### **Roof Replacement at Hiram Johnson High School**

**Date: September 14, 2015**

Pursuant to the Master Architect Agreement dated February 25, 2014 between HMR Architects and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

### **TERMS**

#### **A. Project Description**

“Project” shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

Repair and replacement of roof at the Hiram Johnson High School campus, including building wings A thru E and building M; Shops buildings, two-story portables, and covered walkways. Scope of work includes replacement of the current roofing system as well as integrating the current ERP project, consisting of the replacement of the existing gutters and downspouts.

Excluded Work:

1. Soils, Geotechnical Investigation, Construction Services, Boundary Surveys, Environmental Impact Reports, Phase I & II, Fire Protection Documents, Plumbing and Mechanical Engineering, Landscape Architects & plans, and Civil Engineering for off-site work.
2. Hazardous Materials Investigation and mitigation, MSDS Reports and related work.
3. As-Built Drawings at the completion of the project.

#### **B. Compensation**

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

**Flat Fee**

Architect shall be compensated \$104,500 for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.



**C. Reimbursable Expenses**

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$0, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

**D. Asbestos**

The language identified in Section 5.7.15  is  is not applicable to this Project.

**E. Section 8.2**

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

**HMR ARCHITECTS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Scott Pullen, Principal

**SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Gerardo Castillo, CPA  
Chief Business Officer



## DIGITAL DEPLOYMENT

September 8, 2015

### Sacramento City Unified School District Service-Level Agreement Program (SLA)

This agreement provides the Sacramento City Unified School District with the services listed below for the period of one year: September 1, 2015 - August 31, 2016.

#### Websites covered by this agreement

##### SCUSD District Website

The Sacramento City Unified School District primary website is currently utilizing the Digital Deployment CMS and is covered under this agreement: [www.scusd.org](http://www.scusd.org)

##### Individual Schools Websites

In addition to services for the District's primary website, this agreement calls for up to eighty (80) additional schools websites. Additional websites beyond a total of 80 may be added without additional charge by Digital Deployment depending on the District's needs. The following seventy (70) schools are currently utilizing the Digital Deployment CMS and are covered under this agreement:

California Middle School	Matsuyama Elementary School
Cesar E. Chavez Intermediate School	Nicholas Elementary School
Isador Cohen Elementary	West Campus High School
John F. Kennedy High School	Will C. Wood Middle School
William Land Elementary	Family Academy
Martin Luther King, Jr. K-8	H.W. Harkness Elementary School
A.M. Winn Elementary School	John Cabrillo Elementary School
Edward Kemble Elementary	Oak Ridge Elementary School
Genevieve Didion K-8	Rosa Parks Middle School
Hollywood Park Elementary School	Arthur A. Benjamin Health Professions High School

John Still Middle School	C.K. McClatchy High School
Mark Hopkins Elementary School	Earl Warren Elementary School
Peter Burnett Elementary School	Bowling Green - Chacon Language and Science Academy
Sequoia Elementary School	Sutterville Elementary School
Sacramento Pathway to Success	James Marshall Elementary School
Abraham Lincoln Elementary School	Youth Development Support Services
Bowling Green Charter McCoy Academy	Luther Burbank High School
Camellia Basic Elementary School	WorkAbility
Caroline Wenzel Elementary School	Sam Brannan Middle School
John D. Sloat Basic Elementary School	David Lubin Elementary School
Maple Elementary School	Albert Einstein Middle School
O.W. Erlewine Elementary School	Charles A. Jones Career & Education Center
Pacific Elementary School	Elder Creek Elementary School
Tahoe Elementary School	Fern Bacon Middle School
Washington Elementary School	SUCCESS Academy
Woodbine Elementary School	Susan B. Anthony Elementary School
Clayton B. Wire Elementary School	Caleb Greenwood Elementary School
Ethel I. Baker Elementary School	Sutter Middle School
Ethel Phillips Elementary School	Pony Express Elementary School
Golden Empire Elementary School	Parkway Elementary
Hubert H. Bancroft Elementary School	John Bidwell Elementary School
John Morse Therapeutic Center	Rosemont High School
Joseph Bonnheim Elementary School	Sacramento New Technology High School
Kit Carson Middle School	SCUSD School - Leataata Floyd Elementary
Mark Twain Elementary School	

## The Service-Level Agreement Program (SLA)

Digital Deployment is committed to quality, standardization, collaboration, and reliability. We are proud to offer a Service-Level Agreement program (SLA) that delivers support in a way that is consistent with these values.

Our SLA program provides timely responses to support requests, ongoing quality assurance, workshops for ongoing education, highly-available hosting, and routine upgrades that provide new content management features and keep your website performing well for site visitors. It also offers several truly different advantages over traditional hourly bill-for-service agreements:

- An all-inclusive program at a flat rate

- A warranty for issues that may arise with the website, creating a financial incentive for Digital Deployment to build an error-free product. (Compare this to other models which charge to repair problems and resolve issues.)
- Includes continuous development of new features and functionality, ensuring that a Digital Deployment website will not be technologically obsolete in a few years
- Website is continually upgraded with the latest security updates
- Includes ongoing workshops and an interactive knowledge base to better leverage the site's technology and website best-practices
- Automatic enrollment

At the completion of Phase 5, each client is automatically enrolled in the SLA program. Clients are then billed at the beginning of the next month a fixed monthly fee, and may cancel at anytime.

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## What's included in the Service Level Agreement program?

- **Site hosting:** Hosting and monitoring of your site, ensuring fast page load times, site stability and 99.9% uptime.
- **Regular backups and restoration service:** All site content (both application and data) backed up at least once every 24 hours and held for 7 days, enabling "rollback" in the event of corruption or damage to the site.
- **Service-level support responses:** Provides timely responses to support requests within predefined time periods.
- **Site upgrades:** Bug fixes, Drupal security patches, and routine updates to your site.
- **New features:** Install new platform-wide features and improve existing features on a monthly update schedule.
- **Idea forum:** Forum where clients can discuss ideas and collaborate with our developers and product design team for new features or improvements to the CMS. Digital Deployment continuously evaluates discussions of new features and improvements, and may develop those that benefit the larger community of clients like you.
- **Mobile platform:** Full mobile functionality for your site - learn more at [www.digitaldeployment.com/mobile](http://www.digitaldeployment.com/mobile).
- **Compatibility testing and browser support:** Includes required theme adjustments to accommodate new browsers if necessary.
- **Site effectiveness and traffic analytics:** Allows the tracking of site performance and goals.
- **Personalized training and/or consulting:** One 2-hour session per quarter included, additional available for a fee.

**Site hosting.** Digital Deployment will provide hosting services for your website at no cost. You can request a backup file of your site at any time, which can be used to upload to a new hosting provider. Our monitoring services ensure fast page load times, site stability and 99.9% site uptime (as measured over any 12-month period) for all SLA clients.

**Daily backups.** All site content (both application and data) is backed up each day and held for 7 days, enabling a fast "rollback" in the event of corruption or serious damage to the site.

**Service-level support agreement.** Support is defined as getting timely help resolving a problem with normal site operation, including, but not limited to, problems adding content to the site, site errors or warning messages, or any feature that has suddenly stopped working. Problems are reported to Digital Deployment through the client support interface so they are documented and can be quickly assigned to a support technician. Support requests are stored electronically so they are available to any designated person in the organization for later reference. SLA clients will receive a response within our SLA guidelines based upon the priority level of each submitted ticket.

**Site upgrades.** Digital Deployment will install updates to the content management system when appropriate. Exceptions include custom modules, third-party scripts, or modules no longer supported by the open-source community, although such exceptions are rare.

**Standard features.** Digital Deployment will install new platform-wide standard features and improve existing features at its discretion, on a monthly development cycle. After a new feature has been standardized and thoroughly tested, it will be added to your site at no charge.

**Idea Forum.** Clients have the ability to request new features or improvements to their sites in our forum. This allows the entire Digital Deployment community to collaborate on the best way to implement new functionality that will benefit multiple clients. SLA clients receive free implementation of the suggestion/feature if it becomes standard.

**Mobile platform.** The completely custom DD Mobile platform is available only as a service, and only to SLA customers. Clients not on an SLA will still have a website that functions on mobile devices, but they will not have the use of the mobile-enhanced version.

**Post-launch accessibility, compatibility, and browser support.** Digital Deployment strives to continuously improve the site's structure to better comply with web standards. Upon request, Digital Deployment will provide printed certification from the World Wide Web Consortium (W3C) and content quality.com demonstrating that Client's website complies with section 508 of the Federal Rehabilitation Act (29 U.S.C. §794d) and the W3C's Web Access Initiative to protect the Client from liability arising from having an inaccessible website. Example of accessibility, compatibility, and browser support issues: When the iPad was released in April 2010, it handled embedded video differently than other devices, such that videos would not play. Digital Deployment worked to resolve the issue at no cost to SLA clients, making uploaded video playable on the iPad a standard feature.

**Site effectiveness and traffic analytics.** The Client's website will give the Client the ability to create and organize content in such a way to improve search engine rankings, and make content on the site more relevant to search terms likely to be used by potential site visitors in search engine queries. Specifically, the Client's website gives Client the ability to create and manage specific language used by search engines to

index and rank website content, including visible and invisible "tags" such as keywords and meta-tags (non-visible index terms). This will enable major Internet search engines to better connect potential site visitors to material on the Client's website. Digital Deployment will update the Google Analytics tracking script on all pages if a new version becomes available, will provide training on how to use Google Analytics for monitoring site traffic to improve understanding of site visitors and their behavior on the Client's website (such as which content is most popular, identifying new versus returning site visitors, identifying where visitors are located geographically, how visitors reach the site, and what search terms visitors used with search engines). Digital Deployment will also provide ongoing improvements to the website architecture to optimize for traffic to the site in an effort to improve the site's search rank. This means ensuring the site adheres to best practices: keyword-rich page titles and paths, compliance with web standards, and continually making under-the-hood improvements to the semantic structure of the site.

**Ongoing training and knowledge base.** Digital Deployment may provide comprehensive in-depth professional development courses and/or webinars on specialized topics including, but not limited to: jumpstart training, content management 101, mobile platform training, publishing best practices, writing for search engine performance, Google Analytics, intro to social media and web 2.0 channels. Workshops are available on a first-come, first-serve basis when offered.

Digital Deployment will also provide SLA clients with access to its knowledge base, including frequently updated articles, expert tips and tricks, in-depth help, and industry best-practices.

**Personalized training and/or consulting.** For a fee, additional training and/or consulting is available as online or in-person sessions on any web-related topic relevant to the attendees, depending on the topic, presenter(s), and is subject to Digital Deployment staff availability. Clients must be actively enrolled in a SLA in order to qualify for personalized training or consulting.

**Liability.** By enrolling in our SLA program, the Client accepts responsibility for the content it publishes on its website and agrees to monitor the site to ensure the content on the site is appropriate and does not pose a risk to the Client. In return, Digital Deployment accepts responsibility for maintaining the website infrastructure and will take reasonable measures to ensure that installed software is kept current, that security patches are applied in a timely manner, and that any problems with the website infrastructure are quickly resolved.

**SLA program subject to change.** The details of Digital Deployment's SLA program are subject to change. Up-to-date program details are always available at <http://www.digitaldeployment.com/sla>.

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## Reporting

Each monthly invoice will provide the following information:

- A complete list of all the individual schools currently covered by this agreement
  - School name
  - Sandbox URL

- Live URL
- DNS hosted by
- SCUSD site ID
- Full site ID
- CNAME
- All relevant updates to the SCUSD CMS platform

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## Termination and Reinstatement of SLA

Clients who wish to terminate their SLA may do so at anytime with no cancellation fee. If the SLA is terminated, only website hosting will be provided. Services would therefore be limited to the following options, *available exclusively by using the contact form at <http://www.digitaldeployment.com/contact>*

- Receiving hosting-related information
- Requesting SLA reinstatement
- The ability to request new features or improvements to their sites. However, non-SLA sites will not be able to receive the new feature or improvement unless they become an SLA site and the improvement becomes standard.

Note that all other aspects of the program, including the mobile platform (which is provided as a service), will not be available if the SLA program is terminated.

Security updates and other updates are not available for hosting only clients and responses to the inquiries mentioned above can be expected by the end of business on the next business day.

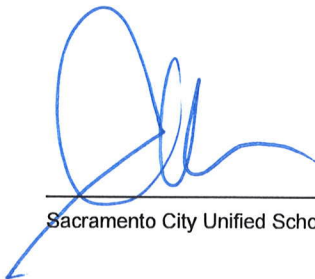
Clients who have terminated their SLA and wish to reinstate the program may be subject to a reinstatement fee to cover the development time required to bring their site back up-to-date.

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**Sustainability and Corporate Social Responsibility.** By contracting with Digital Deployment, you are supporting a privately-owned, debt-free small business. We support many of our community's non-profit organizations. We provide living salaries, family-friendly hours, and comprehensive health benefits to all our employees; use energy-efficient and environmentally-friendly technology; and we contribute to the open-source community. Thank you for your support.

# Service Agreement

I wish to execute this website Service Level Agreement between Digital Deployment, Inc., and Sacramento City Unified School District to provide the deliverables outlined in this document for a monthly fee of \$8,000.



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Sacramento City Unified School District

09/09/15  
Date



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Michael A. Clemmens, CEO  
Digital Deployment, Inc.

September 8, 2015  
Date







## SERVICES AGREEMENT

**Date:** July 1, 2015 **Place:** Sacramento, California

**Parties:** Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and AMS.Net, (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.

In consideration of the mutual promises contained herein, the parties agree as follows:

### ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

Provide Cisco SMARTnet technical support per Price Quote Order #94881 attached hereto. Includes maintenance for hardware, software, and rapid problem resolution.

### ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2015, and continue through June 30, 2016, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

### ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

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**Flat Rate:** The total payment to Contractor, including travel and other expenses, shall be \$250,452.31. Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Elliot Lopez, Chief Information Officer, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

#### **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 include both elements of Contractor's protected works and the District's protected works, shall be 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 distribution of the matters, for any purpose in any medium.

#### **ARTICLE 6. INDEPENDENT CONTRACTOR.**

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

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.

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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.**

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of these services, Contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District.

District has determined that services performed under this Agreement will result in limited contact with pupils. Contractor is required to comply with the conditions listed in Exhibit A, Contractor's Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the Contractor's employees 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 attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

#### **ARTICLE 9. INSURANCE.**

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. Contractor will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

#### **ARTICLE 10. TERMINATION.**

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.



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. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

#### **ARTICLE 12. NOTICES.**

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:  
Sacramento City Unified School District  
PO Box 246870  
Sacramento CA 95824-6870  
Attn: Kimberly Teague, Contracts

Contractor:  
AMS.Net  
502 Commerce Way  
Livermore, CA 94551  
Attn: Jared Bayless, Account Mgr.

#### **ARTICLE 13. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

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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 interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

#### **ARTICLE 15. NONDISCRIMINATION.**

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

#### **ARTICLE 16. ATTORNEY'S FEES.**

In the event of any action or proceeding brought by one party against the other party under this Agreement, the prevailing party shall be entitled to recover its attorney's fees and reasonable costs in such action or proceeding in such an amount as the court may judge reasonable.

#### **ARTICLE 17. SEVERABILITY.**

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

#### **ARTICLE 18. RULES AND REGULATIONS.**

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

#### **ARTICLE 19. APPLICABLE LAW/VENUE.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

#### **ARTICLE 20. RATIFICATION BY BOARD OF EDUCATION.**

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.



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Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**AMS.NET**

By: \_\_\_\_\_  
Gerardo Castillo  
Chief Business Officer

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date



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**EXHIBIT A**

**CONTRACTOR CERTIFICATION of COMPLIANCE**

**Fingerprinting:** Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Contractor cannot adhere to the conditions stated above, the Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

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Authorized Signature of Contractor

---

Date

---

Printed Name/Title





**AMS.NET**  
Technology Solution Provider

visit us at [www.ams.net](http://www.ams.net)

**Price Quote**  
Order #94881

AMS.NET • 502 Commerce Way • Livermore, CA 94551 • phone (925) 245 - 6100 • fax (925) 245 - 6150

<b>Sacramento City Unified School District</b>
District Office 5735 47th Ave Sacramento, CA 95824
ATTN: Elliot Lopez

<b>Cisco SMARTnet Renewal 15-16 REV2</b>

Order	Project	Modified	Ship Via	Account Mgr.
94881	79676	8/19/2015		Jared Bayless

## Products

	Item Description	Taxable	Qty	Unit Price	Total
	<b>Cisco SMARTnet Contract Number 93406627</b> Telepresence Coverage Dates: 7/1/15-6/30/16				
1	<b>ESS WITH 8X5XNBD IntPkg C40 PreHD1080pCam, NP</b> Part #CON-ECDN-INTPC40 Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: FTX1550C0CQ CTS-INTP-C40-K9	N	1	\$1,201.20	\$1,201.20
2	<b>ESS WITH 8X5XNBD PrecisionHD 1080p x4</b> Part #CON-ECDN-HD80P4XS Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: B1AB46D00595 CTS-PHD-1080P4XS PrecisionHD 1080p Camera w 4x zoom	N	1	\$259.69	\$259.69
3	<b>ESS WITH 8X5XNBD VCS Expressway Incl 5 traversal e</b> Part #CON-ECDN-SEPRESK9 Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: 52A21801 CTI-VCS-EXPRESS-K9 VCS Expressway	N	1	\$865.18	\$865.18

# Products

	Item Description	Taxable	Qty	Unit Price	Total
4	<b>ESS WITH 8X5XNBD VCS 5 Traversal Ntwk</b> Part #CON-ECDN-LICVCSE5 Cisco Systems Inc. SMARTnet Maintenance Contracts  LIC-VCSE-5  Video Communication Server	N	1	\$629.98	\$629.98
5	<b>ESS 8x5xNBD VCS Cntrl</b> Part #CON-ECDN-SCNTRLK9 Cisco Systems Inc. SMARTnet Maintenance Contracts  Serial Numbers: 52A21890  CTI-VCS-CONTRL-K9  VCS Control	N	1	\$865.18	\$865.18
6	<b>ESS WITH 8X5XNBD VCS 10 Add Non-traversal Ntw</b> Part #CON-ECDN-LICVCS10 Cisco Systems Inc. SMARTnet Maintenance Contracts  LIC-VCS-10  Video Comm Server	N	1	\$554.38	\$554.38
<b>Cisco SMARTnet Contract Number 94183284</b> Telepresence Coverage Dates: 7/1/15-6/30/16					
7	<b>ESS WITH 8X5XNBD IntPlg C40 PreHD1080pCam, NP</b> Part #CON-ECDN-INTPC40 Cisco Systems Inc. SMARTnet Maintenance Contracts  Serial Numbers: B1AB46D00599, FTX1550C0CS, FTX1550C0BQ  CTS-INTP-C40-K9	N	3	\$1,201.17	\$3,603.51
8	<b>ESS WITH 8X5XNBD PrecisionHD 1080p x4</b> Part #CON-ECDN-HD80P4XS Cisco Systems Inc. SMARTnet Maintenance Contracts  Serial Numbers: B1AB46D00599, B1AB44D00435, B1AB46D00537  CTS-PHD-1080P4XS  PrecisionHD 1080p Camera w 4x zoom	N	3	\$259.69	\$779.07
9	<b>ESS WITH 8X5XNBD TCS PRO 5 RP, 2 Live CVC</b> Part #CON-ECDN-CVCTCS5 Cisco Systems Inc. SMARTnet Maintenance Contracts  Serial Numbers: 49A21614  CVC-TCS-5RP-K9  TCS PRO 5 RP	N	1	\$3,358.50	\$3,358.50

# Products

	Item Description	Taxable	Qty	Unit Price	Total
10	<b>ESS WITH 8X5XNBD MXE3500 BGL CVC Bundle</b> Part #CON-ECDN-CVCMXEB Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: QCI1548A0AU CVC-MXE-BGL-K9 ^MXE3500 BGL CVC Bundle (HW V2, SW, Graph, Live license)	N	1	\$5,949.83	\$5,949.83
<b>Cisco SMARTnet Contract Number 93917982</b> CUWL VOIP Software Coverage Dates: 7/1/15-6/30/16					
11	<b>CON-ECMU for UWLI Series Products</b> Part #CON-ECMU-UWLSTIK Cisco Systems Inc. SMARTnet Maintenance Contracts	N	769	\$25.90	\$19,917.10
<b>Cisco SMARTnet Contract Number 94183749</b> Coverage Dates: 7/1/15-6/30/16					
12	<b>SWSS UPGRADES Services Mapping SKU Under 1K UWL ST</b> Part #CON-ECMU-SSLEDA Cisco Systems Inc. SMARTnet Maintenance Contracts	N	111	\$27.30	\$3,030.30
<b>Cisco SMARTnet Contract Number 94183527</b> Coverage Dates: 7/1/15-6/30/16* * The following lines can only receive support through 11/30/15. Pricing has been adjusted accordingly.					
13	<b>SW APP SUPP CSACS</b> Part #CON-SAS-5LRGLC Cisco Systems Inc. SMARTnet Maintenance Contracts	N	1	\$1,399.96	\$1,399.96
14	<b>SW APP SUPP ACS 5.2 VMWare Software And Base Licen</b> Part #CON-SAS-CSACS52V Cisco Systems Inc. CiscoSecure Network Management	N	1	\$1,679.25	\$1,679.25
15	<b>ESS SW SUPP+UPGR R-LMS-4.1-100-K9</b> Part #CON-ECMU-RLMS100K Cisco Systems Inc. SMARTnet Maintenance Contracts *7/1/15-11/30/15	N	1	\$561.29	\$561.29
16	<b>SWSS UPGRADES L-LMS-4.1-50-ADD</b> Part #CON-ECMU-LLMS4150 Cisco Systems Inc. SMARTnet Maintenance Contracts *7/1/15-11/30/15	N	2	\$330.41	\$660.82

# Products

	Item Description	Taxable	Qty	Unit Price	Total
<b>Cisco SMARTnet Contract Number 93510237</b> Coverage Dates: 7/1/15-6/30/16					
17	<b>SWSS UPGRADES PI 2.x - Lifecycle - 100 Device Lic</b> Part #CON-ECMU-P2XLF1H Cisco Systems Inc. SMARTnet Software	N	3	\$1,259.26	\$3,777.78
18	<b>SWSS Prime Infrastructure 2.x Base License</b> Part #CON-ECMU-P12XBASE Cisco Systems Inc. SMARTnet Maintenance Contracts	N	1	\$13.30	\$13.30
19	<b>SWSS UPGRADES Prime Infrastructure 2.2 Software</b> Part #CON-ECMU-P122SW Cisco Systems Inc. SMARTnet Maintenance Contracts	N	1	\$3.50	\$3.50
20	<b>SWSS UPGRADES Prime Infrastructure 2.1 Software</b> Part #CON-ECMU-P2XLFIK Cisco Systems Inc. SMARTnet Maintenance Contracts	N	2	\$9,659.72	\$19,319.44
21	<b>SWSS UPGRADES PI 2.x - Lifecycle - 50 Device Lic</b> Part #CON-ECMU-P2XLF50 Cisco Systems Inc. SMARTnet Maintenance Contracts	N	1	\$741.28	\$741.28
<b>Cisco SMARTnet Contract Number 93180146</b> Coverage Dates: 7/1/15-6/30/16					
22	<b>SMARTNET 8X5XNBD ASA 5585-X CX SSP-20</b> Part #CON-SNT-ASA-SSPC Cisco Systems Inc. Cisco ASA Cisco Security and VPN Serial Numbers: JAD17260093, JAD173104Q5	N	2	\$2,519.93	\$5,039.86
23	<b>SMARTNET 8X5XNBD Cisco 8510 Series High Availa</b> Part #CON-SNT-AIRCT85 Cisco Systems Inc. Cisco smartnet Maintenance Contracts	N	1	\$3,639.90	\$3,639.90
24	<b>SMARTNET 8X5XNBD Cisco 8500 Series Wireless Con</b> Part #CON-SNT-AIRCT85K Cisco Systems Inc. Cisco smartnet Maintenance Contracts	N	1	\$47,773.64	\$47,773.64
<b>Cisco SMARTnet Contract Number 94183378</b> Coverage Dates: 7/1/15-6/30/16					
25	<b>SMARTNET 8X5XNBD ASA 5585-X Chassis with SSP20</b> Part #CON-SNT-A85S2K9 Cisco Systems Inc. Cisco ASA Cisco Security and VPN Serial Numbers: JMX1553700E, JMX1553700F	N	2	\$5,039.16	\$10,078.32
<b>Cisco SMARTnet Contract Number 94183501</b> Coverage Dates: 7/1/15-6/30/16					

# Products

	Item Description	Taxable	Qty	Unit Price	Total
26	<b>SMARTNET 8X5XNBD MDS9148 W/16P ENABLED 16X8GFC S/W</b> Part #CON-SNT-C98G16 Cisco Systems Inc. Cisco smartnet Maintenance Contracts Serial Numbers: AMS15400308, AMS15401177	N	2	\$380.79	\$761.58
27	<b>SMARTNET 8X5XNBD 3925 Voice Bundle UC License PAK</b> Part #CON-SNT-3925V Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: FTX1553AJWL (WC High School), FTX1553AK33 (George Washington Carver) , FTX1553AK34, FTX1553AK37 (New Tech), FTX1553AK39 (Capitol City) , FTX1553AK3A (LB High School), FTX1553AK3B (American Legion), FTX1553AK3B (Hollywood Park) , FTX1553AK3K (Hiram Johnson), FTX1553AK3L (MET), FTX1553AK3N , FTX1553AK3Q (CKM), FTX1553AK3Z (JFK) All 13 Routers were purchased for the High School on order number 67648 (Serna Datacenter)	N	13	\$793.08	\$10,310.04
<b>Cisco SMARTnet Contract Number 94183967</b> Coverage Dates: 7/1/15-6/30/16					
28	<b>SMARTNET 8X5XNBD 6140XP 40PT Fabric Interconnect</b> Part #CON-SNT-1S6200 Cisco Systems Inc. Cisco smartnet Maintenance Contracts Serial Numbers: SSI15420FA2, SSI15300KZS	N	2	\$976.47	\$1,952.94
29	<b>SMARTnet 8X5XNBD 6Pt 8Gb FC/Expansion Mod</b> Part #CON-SNT-1E0060 Cisco Systems Inc. SMARTnet Switches (Cisco Only) Serial Numbers: FOC15456TNR, FOC15466BPK	N	2	\$71.40	\$142.80
30	<b>SMARTNET 8X5XNBD 5108 Blade Server Chassis</b> Part #CON-SNT-2C6508 Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: FOX1546GNKX, FOX1547G0CA	N	2	\$64.29	\$128.58
31	<b>SMARTNET 8X5XNBD UCSB200 M2 Blade Svr w/o</b> Part #CON-SNT-B66251 Cisco Systems Inc. SMARTnet Switches (Cisco Only) Serial Numbers: QCI1548AC1Q, QCI1548ABY4, QCI1548ABX2, FCH154771YH, FCH1547729F, FCH15487126, FCH154771Y8, FCH154775QT	N	8	\$192.72	\$1,541.76
<b>Cisco SMARTnet Contract Number 94199439</b> Coverage Dates: 7/1/15-6/30/16					
32	<b>SMARTNET 8X5XNBD Catalyst 2960-X 48 GigE PoE</b> Part #CON-SNT-WSC296XL Cisco Systems Inc. Cisco smartnet Maintenance Contracts Serial Numbers: FOC1738S132	N	1	\$352.79	\$352.79

# Products

	Item Description	Taxable	Qty	Unit Price	Total
33	<b>SMARTNET 8X5XNBD Catalyst 4500-X 16 Port 10G IP Ba</b> Part #CON-SNT-WSC16SFX Cisco Systems Inc. SMARTnet Switches (Cisco Only) Serial Numbers: JAB17340AU1	N	1	\$755.98	\$755.98
<b>Cisco SMARTnet Contract Number 94183524</b> Coverage Dates: 7/1/15-6/30/16					
34	<b>SMARTNET 24X7X4 Catalyst Chassis+Fan Tray</b> Part #CON-SNTP-VS13E2T Cisco Systems Inc. Cisco Catalyst 6000 Series Switch Smartnet Maintenance Serial Numbers: FOX1539GGXH	N	1	\$10,540.30	\$10,540.30
35	<b>SMARTNET 24X7X4 ME3600X Ethernet Access Switch 24</b> Part #CON-SNTP-M36X24TS Cisco Systems Inc. Serial Numbers: FOC1550VIP4, FOC1549X2L6	N	2	\$806.38	\$1,612.76
36	<b>SMARTNET 24X7X4 ME3600X 10GE Upgrade Lic w/Ele</b> Part #CON-SNTP-LME360XG Cisco Systems Inc. Cisco smartnet Maintenance Contracts	N	2	\$168.00	\$336.00
37	<b>Cisco Smartnet 24x7x4 Svc, ME3600X Advanced Metro</b> Part #CON-SNTP-ME3600XA Cisco Systems Inc. Cisco smartnet Maintenance Contracts	N	2	\$223.99	\$447.98
<b>Cisco SMARTnet Contract Number 94183529</b> Coverage Dates: 7/1/15-6/30/16 WAN ISR Routers (SERNA) Non-High School					
38	<b>SMARTNET 8X5XNBD Cisco 2951 Voice Bundle</b> Part #CON-SNT-2951V Cisco Systems Inc. Cisco 2900 Series Switch Smartnet Maintenance Serial Numbers: FTX1553AK8Y, FTX1553AK90, FTX1602AL4K, FTX1602AL4N, FTX1602AL4Q, FTX1602AL4S, FTX1602AL4T, FTX1602AL4V, FTX1602AL4W, FTX1602AL4Y, FTX1602AL50, FTX1602AL52, FTX1602AL53, FTX1602AL54, FTX1602AL59, FTX1602AL5B, FTX1602AL5D, FTX1602AL5P, FTX1602AL5G, FTX1602AL5J, FTX1602AL5M, FTX1602AL5N, FTX1602AL5P, FTX1602AL5Q, FTX1602AL5S, FTX1602AL5V, FTX1602AL5X, FTX1602AL5Z, FTX1602AL64, FTX1603AH04, FTX1603AH05, FTX1603AH06, FTX1603AH08, FTX1603AH0A, FTX1603AH0E, FTX1603AH0G, FTX1603AH0H, FTX1603AH0K, FTX1603AH0L, FTX1603AH0N, FTX1603AH0Q, FTX1603AH0T, FTX1603AH0U, FTX1603AH0V, FTX1603AH0X, FTX1603AH0Y, FTX1603AH0Z, FTX1603AH10, FTX1603AH12, FTX1603AH13, FTX1603AH14, FTX1603AH15, FTX1603AH16, FTX1603AH17, FTX1603AH18, FTX1603AH19, FTX1603AH1A, FTX1603AH1F, FTX1603AH1G, FTX1603AH2A, FTX1603AH2B, FTX1603AH2C, FTX1603AH2K, FTX1603AH2L, FTX1603AH2N, FTX1603AH2P, FTX1603AH2S, FTX1603AH2U, FTX1603AH38, FTX1603AH39, FTX1603AH3C, FTX1603AH3E, FTX1603AH3U, FCZ1525204M	N	74	\$692.28	\$51,228.72

# Products

	Item Description	Taxable	Qty	Unit Price	Total
<b>Cisco SMARTnet Contract Number 93409254</b> Coverage Dates: 7/1/15-6/30/16* *Coverage on the following is pro-rated from 10/3/15 to 6/30/16.					
39	<b>ECMU CCX 8.5 5 Seat CCX ENH CM Bundle - AV</b> Part #CON-ECMU-CMBUNDK9 Cisco Systems Inc. SMARTnet Maintenance Contracts	N	1	\$489.99	\$489.99
40	<b>SWSS UPGRADES Services Mapping SKU Under 1K UWL ST</b> Part #CON-ECMU-SSLEDA Cisco Systems Inc. SMARTnet Maintenance Contracts	N	111	\$27.30	\$3,030.30
41	<b>CON-ECMU for UWLI Series Products</b> Part #CON-ECMU-UWLST1K Cisco Systems Inc. SMARTnet Maintenance Contracts  *10/3/15-6/30/16  Order #78973 (2013 - Network, Wireless, Voice Services) PN 74769	N	1495	\$20.29	\$30,333.55
<b>New Contract - 3rd Metro Switch</b> 1 Year					
42	<b>8X5XNBD ME3600X Ethernet Access Switch 24 GE SFP</b> Part #CON-SNT-M36X24FS Cisco Systems Inc. SMARTnet Switch Expansion Modules (Cisco Only)  Serial Numbers: FOC1647V1R7 (SCUSD Serna Ctr Opteman )	N	1	\$615.98	\$615.98
43	<b>SMARTNET 8x5xNBD ME3600X 10GE Upgrade Lic w/Ele</b> Part #CON-SNT-LME360XG Cisco Systems Inc. Cisco smartnet Maintenance Contracts	N	1	\$168.00	\$168.00
<b>Products Total</b>					<b>\$250,452.31</b>

**Terms and Conditions Below**

**Order Summary**

Products Total	\$ 250,452.31
Taxable Total	\$ 0.00
Shipping/Handling	\$ 0.00
Taxes (0.00%)	\$ 0.00
Labor Total	\$ 0.00
<b>Total</b>	<b>\$ 250,452.31</b>

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. Payment made beyond 30 days are subject to a finance charger of 1.5% per month. Customer agrees to pay all collections costs and attorney fees or late payments if applicable. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and only if merchandise is in an unopened box and the customer agrees to pay a restocking fee of 25% of the purchase price. All returns must have a valid RMA number from AMS.NET before returning.

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

AMS.NET Tax ID: 94-3291629

C7 License: 763508


8. The laws of the State of California will apply to this sale.

9. The term "Installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.



Authorized Signature:  Date: 08/21/2015  
Print Name: ELLIOT LOPEZ Print Title: CIO

File - 00033

AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of July, 2015, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a Political Subdivision of the State of California, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the goal of Sacramento County, Department of Health and Human Services, hereinafter referred to as "DHHS," Child Protective Services, hereinafter referred to as "CPS," is to protect children from abuse and neglect, and to strengthen families and provide permanent homes; and

WHEREAS, the Sacramento County Board of Supervisors approved Resolution Number 2015-0407 on June 2, 2015 authorizing the Director of DHHS to enter into an agreement with CONTRACTOR to provide services to children in Sacramento County, and

WHEREAS, CONTRACTOR desires to provide Independent Living Skills education to children in Sacramento County; and

WHEREAS, CONTRACTOR has the expertise and facility required to provide Independent Living Skills education to children in Sacramento County; and

WHEREAS, pursuant to the resolution cited as providing authority to execute this Agreement, the Department has amendment authority for non-monetary changes, monetary decreases, to terminate or assign this Agreement and to increase the total contract amount by no more than 10% or \$25,000, whichever is less; and

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type, and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2016.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

TO CONTRACTOR

DIRECTOR
Department of Health & Human Services
7001-A East Parkway, Suite 1000
Sacramento, CA 95823-2501

Sacramento City Unified School District
5735 47th Avenue, Box 763
Sacramento, CA 95824

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable federal, state, and county laws, regulations, and ordinances.

**V. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

**VI. LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING**

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**VII. PERFORMANCE STANDARDS**

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR's services. COUNTY may evaluate CONTRACTOR's performance of the scope of services provided in Exhibit A in accordance with performance outcomes determined by COUNTY. CONTRACTOR shall maintain such records concerning performance outcomes as required by COUNTY and provide the records to COUNTY upon request.

**VIII. OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR's services and are not designed for use other than what is intended by this Agreement.

**IX. STATUS OF CONTRACTOR**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to

act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by workers' compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life, and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.

- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

**X. CONTRACTOR IDENTIFICATION**

CONTRACTOR shall provide COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR's name, address, telephone number, social security number or tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

**XI. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

- A. CONTRACTOR's failure to comply with state and federal child, family, and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within ninety (90) days of notice by COUNTY shall be grounds for termination of this Agreement.

**XII. BENEFITS WAIVER**

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

**XIII. CONFLICT OF INTEREST**

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

**XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES**

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote, or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.
- C. If services under this Agreement are funded in whole or in part with Federal funds no funds may be used to support or defeat legislation pending before Congress or any state legislature. CONTRACTOR further agrees to comply with all requirements of the Hatch Act (Title 5 USC, Sections 1501-1508).

**XV. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS, AND FACILITIES**

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully

discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records, post required notices and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

**XVI. INDEMNIFICATION**

- A. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional acts or omissions of CONTRACTOR's officers, directors, agents, employees, or subcontractors.
- B. COUNTY shall defend, indemnify, and hold harmless, CONTRACTOR, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional acts or omissions of COUNTY's Board of Supervisors, officers, directors, agents, employees, or volunteers.
- C. It is the intention of COUNTY and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors, and CONTRACTOR's subcontractors. It is also the intention of COUNTY and CONTRACTOR that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors, and CONTRACTOR's subcontractors.

**XVII. INSURANCE**

Each party, at its sole cost and expense, shall carry insurance -or self-insure- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, business automobile liability and sexual molestation and abuse coverage adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

**XVIII. INFORMATION TECHNOLOGY ASSURANCES**

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

**XIX. WEB ACCESSIBILITY**

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with COUNTY's Web Accessibility Policy adopted by the Board of Supervisors on February 18,

2003, as well as any approved amendment thereto.

**XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one (1) month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four (4) years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

**XXI. LEGAL TRAINING INFORMATION**

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

**XXII. SUBCONTRACTS, ASSIGNMENT**

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

**XXIII. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

**XXIV. SUCCESSORS**

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

**XXV. TIME**

Time is of the essence of this Agreement.

## **XXVI. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

## **XXVII. DIRECTOR**

As used in this Agreement, "DIRECTOR" shall mean the Director of the Department of Health and Human Services, or his/her designee.

## **XXVIII. DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

## **XXIX. TERMINATION**

- A. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

**XXX. REPORTS**

CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

**XXXI. AUDITS AND RECORDS**

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four (4) years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

**XXXII. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

**XXXIII. SEVERABILITY**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

**XXXIV. FORCE MAJEURE**

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

**XXXV. SURVIVAL OF TERMS**

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

**XXXVI. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

**XXXVII. AUTHORITY TO EXECUTE**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.



### **XXXVIII. DRUG FREE WORKPLACE**

If the contract is funded in whole or in part with State funds the CONTRACTOR shall comply, and require that its Subcontractors comply, with Government Code Section 8355. By executing this contract Contractor certifies that it will provide a drug free workplace pursuant to Government Code Section 8355.

### **XXXIX. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT**

CONTRACTOR shall comply with applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Subcontracts (Subgrants) of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee to agree to comply with all applicable standards, orders or regulations issued pursuant to the two Acts cited in this section. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

### **XL. LIMITED ENGLISH PROFICIENCY**

To ensure equal access to quality care by diverse populations, CONTRACTOR shall:

- A. Promote and support the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with clients and each other in a culturally diverse work environment.
- B. Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures, and designated staff responsible for implementation.
- C. Develop and implement a strategy to recruit, retain and promote qualified, diverse and culturally competent administrative, clinical, and support staff that are trained and qualified to address the needs of the racial and ethnic communities being served.
- D. Require and arrange for ongoing education and training for administrative, clinical, and support staff in culturally and linguistically competent service delivery.
- E. Provide all clients with limited English proficiency access to bilingual staff or interpretation services.
- F. Provide oral and written notices, including translated signage at key points of contact, to clients in their primary language informing them of their right to receive no-cost interpreter services.
- G. Translate and make available signage and commonly-used written client educational material and other materials for members of the predominant language groups in the service area.
- H. Ensure that interpreters and bilingual staff can demonstrate bilingual proficiency and receive training that includes the skills and ethics of interpreting, and knowledge in both languages of the terms and concepts relevant to clinical or non-clinical encounters. Family or friends are not considered adequate substitutes because they usually lack these abilities.
- I. Ensure that the clients' primary spoken language and self-identified race/ethnicity are included in the provider's management information system as well as any client records used by provider staff.

### **XLI. ADDITIONAL PROVISIONS**

The additional provisions contained in Exhibits A, B, C, D, E, and F attached hereto are part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO, a political subdivision of the State of California**      **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

By \_\_\_\_\_  
Sherri Z. Heller, Ed.D., Director, Department of Health and Human Services. Approval delegated pursuant to Sacramento County Code Section 2.61.012 (h)

By \_\_\_\_\_  
Gerardo Castillo, ~~interim~~ Chief Business Officer

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

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

CONTRACT AND CONTRACTOR TAX STATUS  
REVIEWED AND APPROVED BY COUNTY COUNSEL

By:  Date: 8.12.15

**EXHIBIT A to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY", and  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
hereinafter referred to as "CONTRACTOR"**

**SERVICE REQUIREMENTS**

**I. SERVICE LOCATION (S)**

<b>Facility Name(s):</b>	C.K. McClatchy High School	Foster Youth Services
<b>Street Address:</b>	3066 Freeport Boulevard	Sacramento City Unified School District
<b>City and Zip Code:</b>	Sacramento, CA 95818	5735 47 <sup>th</sup> Avenue Sacramento, CA 95824

**II. SERVICE PERFORMANCE MONITOR**

<b>Name and Title:</b>	Niku Mohanty-Campbell, Program Planner
<b>Organization:</b>	Department of Health and Human Services, Child Protective Services
<b>Street Address:</b>	P.O. Box 269057
<b>City and Zip Codes:</b>	Sacramento, CA 95826-9057

**III. DESCRIPTION OF SERVICES**

CONTRACTOR shall provide a program to all the Independent Living Program Eligible youth, that reside within the district boundaries and are attending a school within the district. The program shall provide support and services to assist the youth in making the transition from foster care to independent living. The program shall include an "Independent Life Skills" (ILS) class/workshop that provides instruction in basic life skills and assist the youth(s) in setting and obtaining realistic goals for their future. The program's curriculum shall focus on developing students' social skills, health awareness, finances, job/career development, and survival skills for independent living. Foster Youth students shall earn educational credit, if applicable, for the successful completion of the course. ILS class curriculum shall be provided to COUNTY (ILP Coordinator) and at least 75% of the curriculum shall consist of experiential (hands-on) activities.

CONTRACTOR shall include student role-play experiences that will enable students to function independently as productive citizens. This shall be accomplished through "life skills education", a learning process that assists individuals to develop the effective skills they need to be productive successful adults.

CONTRACTOR shall:

- A. Provide individual counseling and emancipation/AB 12 (extended foster care) planning services to ILP students. Services shall be provided by staff who hold a Pupil Personnel Services Credential; or a Master's degree in social service, counseling, or psychology field. Staff holding any other combination of education and experience must have prior written approval from COUNTY.
- B. Districts will identify and prioritize eligible foster youth based on:
  - 1. Grade level - with seniors being highest priority
  - 2. Age - with oldest being highest priority
  - 3. Out-of-county youth
  - 4. Active participation in ILP services
- C. Each class will have a youth facilitator who is a former foster youth whose incentive will be paid for by ILP.
- D. Discuss permanency resources and services at the beginning and end of each class series. Ask each student to identify their permanent and supportive person at the beginning and end of each class series. Turn in this information to the ILP Coordinator at the end of the class series.
- E. Provide access to Independent Living Skills (ILS) classes or workshops to senior-year students enrolled in the Sacramento County, Department of Health and Human Services (DHHS) Independent Living Program (ILP) that address all mandated service components pursuant to CDSS Division 31 Regulations, Section 525.8. A minimum of

21 hours of classes/workshops shall be made available during the contract period. Each class/workshop shall be taught by a Pupil Personnel Services (PPS) credentialed Social Worker, PPS Counselor, or other professional holding the PPS or teacher credential. CONTRACTOR shall submit qualifications to, and request prior written approval from COUNTY to use any other professional as an instructor in the ILS class. CONTRACTOR may partner with another district to provide classes/workshops.

- F. Provide the roster of attendance to COUNTY within two weeks of the initial class to verify enrollment in COUNTY ILP or eligibility for ILP services. CONTRACTOR shall refer ILP eligible students to COUNTY ILP social worker and/or case carrying social worker by providing the names of those youth who are not enrolled.
- G. Complete and submit to COUNTY incentive request forms for eligible ILP youth who attend the ILP class.
- H. Within 60 calendar days of case assignment, ensure that all youth receiving ILP services complete an initial Casey Life Skills assessment, Level IV (use lower level if necessary for youth needs) and a subsequent review Ansell-Casey Life Skills assessment prior to the end of the school year. Copies of the master summary page of the Ansell-Casey to be submitted to the COUNTY social worker and the COUNTY ILP program for case plan development. New cases will not be assigned to CONTRACTOR during the summer break (June – August).
- I. Transportation assistance may be obtained by requesting bus passes from the COUNTY Social Worker or COUNTY Probation Officer. County ILP vans will be available for district use upon request.
- J. Collaborate with the case carrying social worker or probation officer so that the Transitional Independent Living Plan (TILP) provides a comprehensive life skills inventory assessment and individual service plan preparing them to leave school with integrated work and living options and coordinated support systems shall be identified to maintain and enhance these options.
- K. Provide, for all ILP students, a workable plan for completing high school and assistance in identifying a vocational interest and a corresponding training plan.
- L. Provide each student a minimum of one individual school staffing or Emancipation Conference (to include AB 12 staffing) in which a graduation plan shall be developed for the student. Attend emancipation conferences for district identified youth. Contact the placement worker or probation officer immediately if a student does not have enough credits to obtain a high school degree. Assist the placement worker or probation officer in extending the placement or assist the youth in an alternate plan for obtaining a General Education Diploma or Adult Education Diploma. COUNTY will provide notification of scheduled conferences to CONTRACTOR or CONTRACTOR shall schedule conference with participants.
- M. Contact youth face to face at least once every six months. Documentation of contacts made shall be entered in the COUNTY ILP database within ten working days of contact.
- N. Contact the placement social worker or probation officer via phone, email or face to face contact with updates on a youth's participation in the program at least once every six months. Documentation of contacts made shall be entered in the COUNTY ILP database within ten working days of contact.
- O. Provide services to all youth eligible for the Independent Living Program as defined by the COUNTY that reside within the district boundaries and are attending a school within the district. The youth will be referred to the DISTRICT by the COUNTY.
- P. Review all cases for case management compliance and sign off on the transfer summary or case closure forms prior to returning the cases to the COUNTY. The CONTRACTOR'S Foster Youth Services Coordinator shall fulfill this requirement.
- Q. Work in collaboration with other ILP-funded school districts to ensure continuity of services to ILP foster youth.
- R. Recruit and refer ILP eligible youth to ILP services in their respective school district by researching the school database. CONTRACTOR shall fill out and submit to COUNTY the ILP referral with as much information as possible for each newly identified child.
- S. Casey Life Skills Assessments and Service Plans shall be submitted to the COUNTY ILP program as completed. Assessments and Service Plans shall be used to develop TILP and track participation in ILP services.

- T. Complete an Activity Checklist of mandated services for each student based upon CDSS Division 31 Regulations, Section 525.8. Mandated services include but are not limited to:
1. Education
  2. Career Development
  3. Health Promotion
  4. Mentor Referral
  5. Daily Living Skills
  6. Financial Resources
  7. Housing Information
- U. Work in collaboration with other ILP funded school districts and the COUNTY. CONTRACTOR shall attend ILP Advisory Meetings and other applicable training.

**Reporting Requirements**

1. CONTRACTOR shall provide the roster of attendance to COUNTY ILP Office within two weeks of the initial class to verify enrollment in COUNTY ILP services.
2. CONTRACTOR shall complete and submit to the COUNTY ILP Office incentive request forms for eligible foster youth who attend the ILP classes. Incentives are based on funding availability.
3. CONTRACTOR shall collect and submit performance outcome forms, completed by youth during the initial ILS class, last ILS class and during one-on-one independent living skills counseling within two weeks to the COUNTY ILP office.

**EXHIBIT B to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY", and  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,  
hereinafter referred to as "CONTRACTOR"**

**INSURANCE REQUIREMENTS FOR CONTRACTORS**

Each party, at its sole cost and expense, shall carry insurance –or self-insure- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability (including sexual molestation and abuse coverage), workers compensation, property, professional liability (including sexual molestation and abuse coverage, unless included under general liability), and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

**EXHIBIT C to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY", and  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,  
hereinafter referred to as "CONTRACTOR"**

**BUDGET REQUIREMENTS**

A competitive selection process is not required for this contract as it is under \$100,000.

**I. MAXIMUM PAYMENT TO CONTRACTOR**

Maximum Reimbursable Amount for contract period = **\$99,999.00**

CONTRACTOR shall invoice monthly for expenses incurred, based on the budget below.

**II. BUDGET**

A.	Salary and Benefits	\$93,220.65
B.	Instructional Supplies	\$1,500.00
C.	Student Transportation and ILP Mileage	\$1,515.52
D.	Indirect Costs	<u>\$3,762.83</u>

Maximum Reimbursable Contract Amount **\$99,999.00**

**III. BUDGET NARRATIVE**

- A. Salaries and Benefits  
 .25 FTE – S. Olson - Specialist II (M.A. in School Counseling & PPS Credential)  
 .20 FTE – A. Holmes, Coordinator II (M.S. & PPS Credential)  
 .50 FTE - M. Reed - Program Associate (MSW in Social Work & PPS Credential)  
 In Kind - M. Parker - Program Associate (B.A. in Psychology & Minor in Education)  
 In Kind – A. Nieves - Clerk III  
 In Kind – MSW Interns and/or AmeriCorps Service Members
- B. Instructional Supplies  
 Instructional materials and incentives for ILP classes and activities
- C. Student Transportation and ILP Mileage  
 Mileage for transporting students to and from meetings and activities.  
 Mileage for staff to travel from central office to school sites.
- D. Indirect Costs  
 Overhead allocation @ 3.91%

**IV. CLAIMS**

Claims shall be submitted to: CPS Contracts Unit, Attention Judy Bell, County of Sacramento, P.O. Box 269057, Mail Code 37-700C, Sacramento, CA 95826-9057.



**EXHIBIT D to Agreement**  
**between the COUNTY OF SACRAMENTO,**  
**hereinafter referred to as "COUNTY", and**  
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,**  
**hereinafter referred to as "CONTRACTOR"**

**ADDITIONAL PROVISIONS**

**I. LICENSING, CERTIFICATION, AND PERMITS**

- A. CONTRACTOR agrees to furnish professional personnel in accordance with all federal, state, county, and local regulations, laws, and ordinances, including all amendments thereto, issued by the State of California or COUNTY. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum of staff required by law for provision of services hereunder, and such personnel shall be qualified in accordance with all applicable laws and regulations.
- B. CONTRACTOR shall make available to COUNTY, on request of DIRECTOR, a list of the persons who will provide services under this Agreement. The list shall state the name, title, professional degree, licensure, certification, and work experience of such persons.

**II. OPERATION AND ADMINISTRATION**

- A. Unless expressly identified in the budget set forth in Exhibit "C" CONTRACTOR agrees to furnish at no additional expense to COUNTY all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.
- B. CONTRACTOR, if incorporated, shall operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by CONTRACTOR and made available for review or inspection by DIRECTOR at reasonable times during normal business hours.
- C. CONTRACTOR shall forward to DIRECTOR all copies of its notices of meetings, minutes and public information, which are material to the performance of this Agreement.

**III. CONFIDENTIALITY**

- A. CONTRACTOR is subject to, and agrees to comply and require his or her employees to comply with the provisions of Sections 827, 5328, 10850 and 17006 of the Welfare and Institutions Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 45, Section 205.50, and all other applicable laws and regulations to assure that:
1. All applications and records concerning an individual made or kept by CONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.
  2. No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Applicant and recipient records and information shall not be disclosed by CONTRACTOR to third parties without COUNTY's consent or the consent of the applicant/recipient.
- B. CONTRACTOR agrees to inform all of his/her employees, agents, subcontractors and partners of the above provision and that knowing and intentional violation of the provisions of said State law is a misdemeanor.

**IV. QUALITY ASSURANCE AND PROGRAM REVIEW**

CONTRACTOR shall maintain adequate client records on each individual client, if applicable, which shall include face-to-face service plans, record of client interviews, case notes, and records of services provided by CONTRACTOR's various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services for a minimum four (4) years. Such records must comply with all appropriate Federal, State, and COUNTY record maintenance requirements.

V. **REPORTS**

- A. CONTRACTOR shall, on a monthly basis, provide to COUNTY reports on the units of service performed.
- B. CONTRACTOR shall, without additional compensation therefore, make further fiscal, program evaluation, and progress reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

VI. **EQUIPMENT OWNERSHIP**

COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR under this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with the bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging or inventory. CONTRACTOR shall deliver all equipment to COUNTY upon termination of this Agreement.

VII. **AUDIT/REVIEW REQUIREMENTS**

A. **Federal OMB Audit Requirements (also known as Omni Circular or Super Circular) for Other Than For-Profit Contractors**

2 CFR 200.501 requires that subrecipients that expend \$750,000 or more (from all Federal sources) in a year in Federal Awards shall have an annual single or program specific Audit in accordance with the OMB requirements. 2 CFR 200.512 sets forth the requirements for filing the Audit with the Federal Audit Clearinghouse (FAC). When filing with the FAC, CONTRACTOR must also simultaneously submit 3 copies of the required Audit and forms to DIRECTOR as described in paragraph E of this section. The Catalog of Federal Domestic Assistance number (CFDA#) and related required information shall be included in the Audit. The CFDA # and the required related information for the funds contained in this contract are provided in Exhibit E. Audits shall be supplied by the due dates discussed in paragraph E of this section.

B. **COUNTY Requirements for Non-Profit, For-Profit, Governmental and School District Contractors**

In addition to the OMB requirements of paragraph A of this section, COUNTY requires CONTRACTOR to provide an annual Audited or Reviewed financial statement as follows:

- 1. Annual Audited financial statements and accompanying Auditor's report and notes is required from CONTRACTOR when DHHS has awarded contracts totaling \$150,000 or more for any twelve month period. The Audited financial statement shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and the Audit shall be performed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS).
- 2. Annual Reviewed financial statements are required from CONTRACTOR when DHHS has awarded contracts totaling less than \$150,000, but more than \$50,000 for any twelve month period. The Reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA. Audited financial statements may be substituted for Reviewed financial statements.

C. **Term of the Audit or Review**

The Audit(s) or Review(s) shall cover the entire term of the contract(s). If CONTRACTOR'S fiscal year is different than the contract term, multiple Audits or Reviews shall be required, in order to cover the entire term of the contract.

D. **Termination**

If the Agreement is terminated for any reason during the contract period, the Audit or Review shall cover the entire period of the Agreement for which services were provided.

E. **Submittal and Due Dates for Audits or Reviews**

CONTRACTOR shall provide to COUNTY three copies of the Audit or Review, as required in this section, due six months following the end of CONTRACTOR'S fiscal year. Audit or Review shall be sent to:

Director  
County of Sacramento  
Department of Health of Human Services  
7001 –A East Parkway, Suite 1000C  
Sacramento, CA 95823

F. Request for Extension of Due Date

CONTRACTOR may request an extension of the due date for the Audit or Review in writing. Such request shall include the reason for the delay, a specific date for the extension and be sent to:

Director  
County of Sacramento  
Department of Health of Human Services  
7001 –A East Parkway, Suite 1000C  
Sacramento, CA 95823

G. Past Due Audit/Review

COUNTY may withhold payments due to CONTRACTOR from all past, current and future DHHS contracts when past, current or future audits/reviews are not provided to COUNTY by due date or approved extended due date.

H. Deficiencies

Should any deficiencies be noted in the Audit or Review CONTRACTOR must submit an Action Plan with the Audit or Review detailing how the deficiencies will be addressed.

I. Overpayments

Should any overpayment of funds be noted in the Audit or Review, CONTRACTOR shall reimburse COUNTY the amount of the overpayment within 30 days of the date of the completion of the Audit or Review.

**VIII. AMENDMENTS**

A. DIRECTOR may execute an amendment to this Agreement provided that:

1. An increase in the maximum contract amount resulting from the amendment does not exceed DIRECTOR's delegated authority under Sacramento County Code Section 2.61.100 (c) or any amount specified by Board of Supervisor's resolution for amending this Agreement, whichever is greater; and
2. Funding for the increased contract obligation is available within the Department's allocated budget for the fiscal year.

B. The budget attached to this Agreement as Exhibit C is subject to revision by COUNTY upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice, CONTRACTOR shall adjust services accordingly and shall within thirty (30) days submit to DIRECTOR a revised budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved in writing, shall constitute an amendment to this Agreement.

C. The budget attached to this Agreement as Exhibit C may be modified by CONTRACTOR making written request to DIRECTOR and written approval of such request by DIRECTOR. Approval of modifications requested by CONTRACTOR is discretionary with DIRECTOR. Said budget modification shall be in the form and manner prescribed by DIRECTOR and, when approved, shall constitute an amendment to this Agreement.

**IX. BASIS FOR ADVANCE PAYMENT**

A. Pursuant to Government Code § 11019(c) this Agreement allows for advance payment once per fiscal year when CONTRACTOR submits a request in writing, and request is approved in writing by DIRECTOR or DIRECTOR's designee.

B. If DIRECTOR finds both that CONTRACTOR requires advance payment in order to perform the services required by this Agreement and that the advance payment will not create an undue risk that payment will be made for services which are not rendered, DIRECTOR, or DIRECTOR's designee, may authorize, in her/his sole discretion, an advance in the

amount not to exceed ten percent (10%) of the "Net Budget/Maximum Payment to CONTRACTOR" as indicated in Exhibit C.

- C. In the case of Agreements with multiple-year terms, DIRECTOR or DIRECTOR's designee may authorize annual advances of not more than ten percent (10%) of the "Net Budget/Maximum Payment to CONTRACTOR" for each fiscal year as indicated in the Exhibit C.
- D. CONTRACTOR's written request for advance shall include a detailed written report substantiating the need for such advance payment, and such other information as DIRECTOR or DIRECTOR's designee may require.
- E. All advanced funds shall be offset against reimbursement submitted during the fiscal year.
- F. COUNTY reserves the right to withhold the total advance amount from any invoice.
- G. These provisions apply unless specified otherwise in Exhibit C of this Agreement.

**EXHIBIT E to AGREEMENT  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY", and  
SACRAMENTO UNIFIED SCHOOL DISTRICT,  
hereinafter referred to as "CONTRACTOR"**

**SCHEDULE OF FEDERAL FUNDS**

- I.  If box is checked, there are no Federal funds in this contract.
- II.  If box is checked, there are Federal funds in this contract. CONTRACTOR is a subrecipient. Federal funding details for this contract are as follows:

<b>A.</b>	Catalog of Federal Domestic Assistance (CFDA) number:	93.674
	CFDA Title:	Chafee Foster Care Independence Program
	Award Name and Federal Award Identification Number(FAIN):	N/A (via CDSS County Fiscal Letter only)
	Award Year:	FY 2015/16
	Were funds awarded for research and development activities?	No
	Name of the Federal awarding agency:	Federal DHHS via CDSS
	Amount in this contract:	\$99,999.00

- III. Total Federal Funds in this contract: \$99,999.00
- IV. CONTRACTOR'S (Subrecipient's) DUNS Number is: 060697109
- V. CONTRACTOR shall comply with all Federal requirements including OMB requirements for Single Audits, in addition to COUNTY audit requirements for the purposes of contract monitoring as stated in this agreement, as applicable.
- VI. At the sole discretion of COUNTY, the dollar amount payable under each Federal funding source in paragraph II of this Exhibit may be changed upon written notice from the COUNTY to CONTRACTOR so long as payments do not exceed the maximum total payment amount in accordance with this agreement.

**EXHIBIT F to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY", and  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,  
hereinafter referred to as "CONTRACTOR"**

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

CONTRACTOR agrees to comply with 5 U.S.C. 1501-1508, 31 U.S.C. §1352 and 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that CONTRACTOR named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3)-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Shall notify COUNTY within ten (10) days of receipt of notification that CONTRACTOR is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.
6. Shall obtain a certification regarding debarment and suspension from all its subcontractors that will be funded through this Agreement.
7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

## AGREEMENT FOR SERVICES

**Between**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Youth Development Support Services-Expanded Learning**

**And**

NEW HOPE COMMUNITY DEVELOPMENT CORPORATION

The Sacramento City Unified School District (“District”) and the NEW HOPE COMMUNITY DEVELOPMENT CORPORATION (“NEW HOPE”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on August 1<sup>st</sup>, 2015 (“Effective Date”) with respect to the following recitals:

### RECITALS

WHEREAS, the District desires to engage NEW HOPE to develop, maintain and sustain programs that offer support services to Sol Aureus College Preparatory Independent Charter School and William Land elementary school during the critical after school hours to improve the quality of life for families, and improve academic performance and attendance for the students; and

WHEREAS, District and NEW HOPE will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) at Sol Aureus College Preparatory Independent Charter School and 21<sup>st</sup> Century before school program at William Land elementary school, and Mandarin Language Immersion during the 2015-16 school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality after school care for students, and deter tobacco, alcohol and other drug use

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. NEW HOPE shall adhere to Attachment A Scope of Services; Attachment B After School Programs Expectations; and adhere to the SCUSD After School Program Manual (located on SCUSD After School Website);

ii. NEW HOPE shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

iii. NEW HOPE District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored ASP professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of said target, District shall reimburse NEW HOPE for direct services not to exceed **\$132,106.00**, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

<b>Program</b>	<b>School Name</b>	<b>Contract Amount</b>	<b>Attendance Target (178 days)</b>
ASES	Sol Aureus College Preparatory Charter	\$87,480.00	80
21 <sup>st</sup> Century Before School	William Land	\$40,626.00	62
Mandarin Immersion	William Land	\$4,000.00	n/a
<b>Total</b>		<b>\$132,106.00</b>	

The final installment shall not be invoiced by NEW HOPE or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, NEW HOPE shall provide documentation of **\$26,421.20 in-kind match to the District**.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, NEW HOPE and each of NEW HOPE'S employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, NEW HOPE shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. NEW HOPE will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the NEW HOPE to the District.

E. Fingerprinting Requirements. NEW HOPE **agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code**. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, NEW HOPE agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Period of Agreement. The term of this Agreement shall be from August 1<sup>st</sup>, 2015, through June 30, 2016. The District may terminate this Contract with cause upon written notice of



intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract 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 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 Contract 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 Contract, 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.

G. Indemnity. NEW HOPE agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by NEW HOPE and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. NEW HOPE has no NEW HOPE obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

H. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

I. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

J. Assignment. This Agreement is made by and between NEW HOPE and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

K. Entire Agreement. This Agreement constitutes the entire agreement between NEW HOPE and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings advertisements publications and understandings

of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

L. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

M. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

N. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

O. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Board of Education.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in duplicate.

**DISTRICT:**

By: \_\_\_\_\_  
Gerardo Castillo  
Chief Business Officer  
Sacramento City Unified School District  
Date \_\_\_\_\_

**NEW HOPE:**

By: \_\_\_\_\_  
Authorized Signature  
Date \_\_\_\_\_

Print Name: \_\_\_\_\_

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

## Sacramento City Unified School District and NEW HOPE: Attachment A

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### DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize NEW HOPE in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the PROGRAM MANAGER of NEW HOPE to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
7. Help recruit students into the Program and provide the Program access to parents of participating students.
8. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
9. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide after school snack consistent with requirements of USDA.
11. Help coordinate custodial and storage needs of the Program.
12. Meet regularly with the District contact person, NEW HOPE site liaison and site administrator to identify program needs, successes, and assistance as needed.
13. Provide and end of year Partnership Report addressing strengths and areas for improvement for further partnership.

### NEW HOPE shall:

1. Provide a comprehensive after school academic, enrichment and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM at designated schools. Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by NEW HOPE and adjustments made **to ensure that the program maximizes all funding reimbursements not exceeding available funding.**
3. Work collaboratively with the District and the school to create a comprehensive program plan for the after school program. The plan will be shared out with stakeholders.
4. Provide an End of Year report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. **NEW HOPE shall maintain at least 85% of targeted attendance for the school site for the entire school year.**
7. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
8. Supply the staff, materials, supervision, and volunteer recruitment for designated school sites
9. Develop special activities or field trips for the sites individually and collectively. NEW HOPE shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
10. Attend and provide monthly reports at designated Partnership meetings, Monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc., with the prior approval of the District.

15. Provide at least one full time program manager per program that is employed until end of contract 6/30/15 and sufficient staffing to maintain a 20:1 student/staff ratio.
16. Utilize the YDSS Quality Assurance tool, or a Self-Assessment Tool for After School programs as the monitoring and evaluation device on a monthly basis.
17. Provide annually in-kind support and direct services totaling approximately 20% of total contract and such financial support to be itemized and reported monthly to the District.
18. Meet with the PROGRAM MANAGER and District contact person to identify program needs, successes, and areas for assistance as needed.
19. Act as liaison with parents in supporting the family literacy and family engagement.
20. Other areas as agreed upon by both parties.

**School Site shall:**

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
4. Help recruit students into the Program and provide the Program access to parents of participating students.
5. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
6. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the Program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and/or site administrator to identify program needs, successes, and assistance needed.

## **Expectations for SCUSD Before and After School Programs**

The following guidelines are set forth to establish clear communication between SCUSD staff and contracted After School Programming Service Providers regarding District expectations.

1. Service providers and their staff will adopt and work within the social justice youth development framework as they operate SCUSD before and after school programs.
2. Service providers and their staff will be knowledgeable of and adhere to the regulations established in the ASP manual, including, but not limited to,
  - Requirements for Safety
  - Medical Protocol
  - Attendance Requirements
  - District Disciplinary Protocol
  - Field Trip Requirements etc.
3. Service providers will maintain an environment that is physically and emotionally safe for children/youth and staff **at all times**. This includes
  - Adequate supervision
  - 20 to 1 students/staff ratio
  - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - Clear program rules and expectations
4. Area representatives, Service Providers & their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means
  - Checking and answering emails and phone messages regularly
  - Issues/concerns will be communicated in a timely manner
  - Regular and clear communication with parents via newsletters, phone calls, emails etc.
  - Checking ASP website regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
  - Easily identifiable to parents and school staff by wearing badges in plain view while on duty.
  - Prepared and ready at least 1 hour prior to start of programming.
  - Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.
6. In order to support academic achievement, service providers/staff should:
  - Have general knowledge of the academic standing of the students in their program.
  - Align after school programs to the regular school day
  - **Each after school program site will have their own program plan based on the needs of their students.**

- Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee.
  - Be a part of the school culture. Participate in staff meetings, schools events such as Back to School Night, Open House etc.
  - A representative from each provider agency should serve on at least one school site committee such as School Site Council, Safety Committee etc.
  - Review the School Accountability Report Card for your school site. This information is posted on <http://sacramentocity.schoolwisepress.com/home/>
7. Provider agency and their staff will incorporate youth development principles in their programming. This may include
- Creating opportunities for youth-led activities and service learning
  - Involving youth in the decision-making process when appropriate
  - Encouraging youth civic engagement
  - Incorporating character education
8. 21<sup>st</sup> CCLC- After School programs must assess the need for family literacy services among adult family members of student to be served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with YDSS to deliver literacy and educational development services.
9. Area representatives will evaluate afterschool programming based on student participation, adherence to the above mentioned guidelines and based on the analysis of the various assessment tools.