



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1a

Meeting Date: April 3, 2014

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 (Final Decision / Action Anticipated)

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

A14-00094
The California
Endowment

2/18/14 – 6/30/14: Student Health and Support Services –
Supporting LGBT Students Grant. Funds to be used to
improve student health outcomes by developing and
implementing policies that support lesbian, gay, bisexual,
transgender and questioning students.

\$20,000
No Match

SPECIAL EDUCATION

M1400005 7/1/14 2/20/15 FUNDING FOR SPECIAL EDUCATION \$20,000

Contractor

Description

Amount

SA14-00433

3/31/14 - 6/30/15: Investigate current business

\$295,000

Contracting

practices; develop and implement improved business

Measures @ Florida

SRO's work collaboratively with the district to address crime prevention and student/staff safety. SRO's are assigned to C.K. McClatchy, Hiram Johnson, John F. Kennedy, Luther Burbank, and Rosemont High Schools; Rosa Parks and Will C. Wood Middle Schools; American Legion and Success Academy. SRO's work with staff in identifying problem areas and focus on long-term solutions. The presence of SROs on campus ensures a safe environment.

Strategic Plan: Aligns with Pillar I, Career and College Ready Students, by helping to provide safe, orderly campuses so that students and staff may engage in the

learning process without disruption. Aligns with Pillar II, Family and Community Engagement, as the Police Department is an important community partner which provides services and opportunities for families to engage in safety planning, drug and alcohol awareness and crime prevention.

RECOMMENDED BID AWARDS - FACILITIES PROJECTS

Bid No. 701-0557 Outdoor Learning Center at School of Engineering & Sciences
 Bids received: March 6, 2014
 Recommendation: Award to Abide Builders
 Amount: \$210,190
 Funding Source: Redevelopment Funds

| BIDDER | BIDDER LOCATION | AMOUNT |
|----------------|---------------------|-----------|
| Abide Builders | West Sacramento, CA | \$210,190 |

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No. 793-0510 Lease Leaseback Agreement for O.K. McClatchey High School, Oxnard, LMCO District

Recommendation: Award to Clark & Sullivan Construction

Amount/Funding: \$1,886,877.00, Measure R Funds

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

| <u>Contractor</u> | <u>Description</u> | <u>Amount</u> |
|---|---|---|
| <u>ADULT EDUCATION</u> | | |
| A14-00008.3 Sacramento Training & Employment Agency (SETA) | 9/5/13 – 6/30/14: Augmentation to the Workforce Investment Act Discretionary funds grant to provide additional staffing at Charles A. Jones Business & Education Center to serve 80 eligible dislocated workers. | \$75,000 New Grant Total = \$1,071,700 |

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

| <u>ITEM</u> | <u>SITE/DEPARTMENT</u> | <u>TOTAL VALUE</u> | <u>DISPOSAL METHOD</u> |
|--------------------|---|--------------------|------------------------|
| Computer Equipment | Elder Creek Elementary John D Sloat Elementary | None | Recycle |
| Office Equipment | John D Sloat Elementary A Warren McClaskey | None | Recycle |

RECOMMENDED BID AWARDS – FACILITIES PROJECTS



- Contractor may assist in the development of interfaces

Contractor may assist in the development of appropriate month end reporting and

- Contractor may assist in the development of appropriate month end reporting
- Contractor may assist in the development of adequate in-house capabilities for Ad Hoc reporting
- Contractor may assist in moving to a paperless work environment

- Contractor may assist in the implementation of increased Eeoone functionality



SA14-00433
Apriant Inc.

2014-2015 School Year - Sacramento City Unified School District

H

1. The following information is provided for the Sacramento City Unified School District:



SA14-00433
Apriant Inc.

[REDACTED]

[REDACTED]



SA14-00433
Apriant Inc.

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

Contractor:
Apriant, Inc.
1465 S. Pearl Street, Suite 1
Denver, CO, 80210

ARTICLE 12 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



ARTICLE 18. APPLICABLE LAW/VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of

California provided that nothing in this Agreement shall constitute a waiver of immunity to suit by

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



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

HMC Group

Amendment No. 1

SA13-004177
RECEIVED
FEB 24 2014
- JB

(Supersedes Previous Amendment No. 1 dated November 18, 2013)

Project Name:

Sacramento City Unified School District
John F. Kennedy High School Track and Field Replacement
Increase in Construction Cost
HMC #3186014000

AMENDMENT NO. 1 TO OWNER/ARCHITECT AGREEMENT

This certain Owner/Architect Agreement (Agreement) dated July 4, 2012, by and between Sacramento



SERVICES AGREEMENT

Date: March 21, 2014

Place: Sacramento, California

California, (hereinafter referred to as the "District"); and e-Builder, Inc.,

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 47th 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.



ARTICLE 3. PAYMENT.

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

Flat Rate: The total payment to Contractor, including travel and other expenses, shall not exceed Two Hundred Forty Six Thousand Three Hundred Sixty Two Dollars (\$246,362)

Payment shall be made within 30 days upon submission of periodic invoices (e) to the attention of



responsibilities under this Agreement and any subcontracts and (iii) No information provided to

e-Builder or disseminated through its software or systems shall infringe on or violate any trademark, copyright, trade secret, right of publicity or privacy (including but not limited to defamation), patent or other proprietary right of any third party

Disclaimer of Warranty and Limitations of Liability. E-BUILDER DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM E-BUILDER'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT DISTRICT'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF).



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 effective upon receipt by the Contractor.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 12. AUDIT RIGHTS.

e-Builder will have the right, during normal business hours and upon at least five (5) days prior written notice, to have an independent audit firm selected by e-Builder audit District records relating to District's activities pursuant to this Agreement in order to verify that District has



SA14-00423
e-Builder, Inc.

District:
Sacramento City Unified School District

Contractor:
E-Builder, Inc.

Sacramento CA 95824-6870

Plantation, FL 33313



ARTICLE 2. APPLICABLE LAW AND 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

EXHIBIT A



Investment Summary

The following details the investment summary associated with the licensing of e-Builder Enterprise.

| Item | Scope Variables | Price |
|------|-----------------|-------|
|------|-----------------|-------|

| Software License | | |
|------------------|----|----------|
| Number of Users | 20 | \$30,000 |



SA14-00423
e-Builder, Inc.

Sacramento
City Unified
School District

Implementation Phase



Sacramento
City Unified
School District

For each integration point (e.g., purchase order, commitment, invoice, etc.), the duration will be defined during the implementation (e.g., hourly, daily, weekly, twice daily, etc.) that the files will be sent to the Secure FTP site for transfer. The file format of the files will be one of the following file types (e.g., XLS, .CVS or tab-delimited text file). Detailed mapping of the files will occur during the implementation and be documented in the Technical Requirements.

Testing

For the testing of the batched integration, e-Builder will setup a test environment and Sacramento City Schools will be required to do the same for ESCAPE. A test plan for the identified cost objects and standard exceptions will jointly be created by Sacramento City Schools and e-Builder. Testing will be performed in these test environments before being moved into Production.

SAR-00401

EXHIBIT B-2

| | Year 1: ² 2009-2010 | Year 2: 2010-2011 | Year 3: 2011-2012 | Year 4: ³ 2012-2013 | Year 5: 2013-2014 |
|-------------------|-----------------------------------|----------------------|----------------------|-----------------------------------|----------------------|
| Starting Costs | | | | | |
| Salary & Benefits | | | | | |