

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION

Agenda Item 9.1a

Meeting Date: August 2, 2018

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

- Conference/Action
- Action
- Public Hearing

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale: None





FACILITIES SUPPORT SERVICES

HMC Architects SA17-00528	5/15/17 – Completion of Services. Third increase to Architect Agreement for the Nutrition Services Center (Central Kitchen), which includes relocation and design of Transportation Services Center and Bus Yard. Increase is regarding the new 15,000 sf general storage warehouse and includes additional services to design to meet the specific needs of library services, grounds storage, the IT department within this facility and all necessary infrastructure required to connect to the campus.	Original Amount \$5,077,472  Third Increase: \$95,010  New Total \$5,172,482
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LEGAL SERVICES

Lozano Smith SA19-00053	7/1/18 – 6/30/19: General counsel services and other legal services as needed.
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RECOMMENDED BID AWARDS –

Memorandum of Understanding (MOU) # 18-D-DJ  
Between  
Sacramento County Office of Education (SCOE)  
and  
Sacramento City Unified School District

Term of Agreement – July 1, 2018 through June 30, 2021

**I. Purpose and Parties**

The purpose of this MOU is to



4. Facilitate members' reporting program-area expenditures for consortium allocations.
5. Compile and report consortium-level data required by AB 104 and AEBG as needed.
6. Carry out the consortium-level activities as approved by the members in the annual plan for the current program year.

#### **V. CAERC Member Responsibilities**

To enable SCOE's reporting to the AEBG Office, CAERC Member will be responsible for monitoring their own activities and reporting to SCOE all CAERC related fiscal and program activities. This includes any necessary student participation data, expenditure documentation, and any AB104 information necessary for the successful completion of AB104 mandated reports, performance measures, and program outcomes. Expenditures must follow CAERC's 2018-19



5. Submit reports and questions to

#### **X. Independent Agents**

This MOU is by and between two independent agents, SCOE and CAERC Member, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the two independent agents. The parties shall be expected to independently comply with all relevant laws, including those regarding worker's compensation.

#### **XI. Nondiscrimination**

Any service provided by either party pursuant to this MOU shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

#### **XII. Insurance**

Both parties shall maintain in full force Commercial Liability Insurance with limits of no less than \$1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by CAERC Member or by SCOE.

#### **XIII. Execution of Agreement**

This MOU may be executed in one or more counterparts

**Grant Award Notification**

**GRANTEE NAME AND ADDRESS**

Jorge Aguilar, Superintendent  
 Sacramento City Unified School District  
 5735 47th Avenue  
 Sacramento, CA 95824

**Attention**

Susan Lytle Gilmore, Director

**Program Office**

Adult Education

RECEIVED

JUL 19 2018

OFFICE OF THE SUPERINTENDENT

**CDE GRANT NUMBER**

FY	PCA	Vendor Number	Suffix
18	Multiple	6743	00

**STANDARDIZED ACCOUNT CODE**

Resource Code	Revenue Object	COUNTY
		34

**Name of Grant Program**

Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act, 615  
 Public Law 113-128, Section 225, Section 231, and Section 243

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$171,462		\$171,462		July 1, 2018	June 30, 2019
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>		<b>Federal Agency</b>		
84.002A	V002A180005	Adult Education and Family Literacy Act		U.S. Department of Education		

We pleased to inform you that you have been funded for the Workforce Innovation and Opportunity Act Title II



Public Affairs  
Sacramento Area  
1650 Response Road  
Sacramento, CA 95815

South Sacramento Area  
6600 Bruceville Road  
Sacramento, CA 95823

June 12, 2018

20660739

Dear Mr. Aguilar:

On behalf of Kaiser Permanente's Northern California Community Benefit Programs, we are pleased to inform you that a grant in the amount of \$50,000.00 has been awarded to Sacramento City Unified School District ("Grantee"). The purpose of these funds is to support the Access to Care (the "Grant").

Kaiser Permanente has a 70-year history and our mission includes improving the health of the communities we serve. As a nonprofit integrated healthcare delivery organization, we make investments in our communities. We believe in supporting organizations like yours that make a difference in people's lives.

#### Grant Period and Reporting

The Grant is: 7/1/2018 to 6/30/2019 and a final report is due no later than 30 days after the project end date. If a mid-term progress report is required, your grant manager will notify you of the timing. All required reports must be submitted electronically at <https://www.grantquest.com/SID-946/Default.aspx?SA=AM>

#### Documents to Sign and Send Back

Grant Agreement (pages 1-4) and Communications Guidelines (page 5) which describe the terms and conditions of your grant. In order to receive your payment, please sign and return this award letter and the attached Grant Agreement promptly. Mail both signed documents to:

Kara Links  
Kaiser Permanente, Public Affairs  
6600 Bruceville Rd., Suite DB3  
Sacramento, CA 95823

If you have questions or require additional information, please contact your grant manager, Brian Heller De Leon at [Brian.G.Heller-De'Leon@kp.org](mailto:Brian.G.Heller-De'Leon@kp.org).

*Michelle Odell*

I, Michelle  
Public Affairs Director  
South Sacramento

June 12, 2018  
Date

**ACCEPTED AND AGREED**

Gerardo Castillo  
Chief Business Officer

Date

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20660739

**Kaiser Foundation Hospitals, Northern California Region  
- Grant Agreement -**

In addition to the specific terms of the Grant Award Letter for Grant Number

202003700, Kaiser Foundation Hospitals (KFH) is providing the following information:

[REDACTED]

1. Tax Exempt Status

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

**Kaiser Foundation Hospitals, Northern California Region  
- Grant Agreement -**

Grantee may not assign, or otherwise transfer, its rights or delegate any of its obligations under this Grant without prior written approval from KFH.

Grantee is required to keep a record of all receipts and expenditures relating to this Grant and to provide KFH with written reports summarizing the progress made, as detailed in KFH's reporting requirements outline. KFH may also require additional

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

interim reports. Grantee's reports should describe its progress in achieving the purposes of the Grant and include a detailed accounting of the uses or expenditure of

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



**- Grant Agreement -**

information or materials about Grantee's organization and activities, in KFH's periodic public reports, newsletters, online channels, and news releases.

Payments made under this Grant are contingent upon Grantee's compliance with the terms of this Agreement. KFH reserves the right to discontinue, modify or withhold ~~payments to be made under this Grant award or to require a total or partial~~

**Kaiser Foundation Hospitals, Northern California Region  
- Grant Agreement -**

subcontractors to provide notice to employees about their rights under Federal labor

[REDACTED]

**12. Miscellaneous**

This Agreement shall be governed by the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument. Grantee may not assign any right, duty or obligation under this Agreement without prior written approval from KFH. Any change of ownership or control of Grantee shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. This Agreement, including any

[REDACTED]

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[REDACTED]



CB-00021500

**AMENDMENT #1 TO  
COLLEGE READINESS AND SUCCESS CONTRACT: CB-00019906**

**THIS AMENDMENT #1** (“Amendment”), amends that certain College Readiness And Success Contract dated **July 3, 2017** filed under College Board Contract Number **CB-00019906** (the “College Readiness And Success Contract”), by and between the College Board (“College Board”) and Sacramento City Unified School District (“Client”). Capitalized terms used herein shall have the meaning ascribed in the College Readiness And Success Contract.

**WHEREAS**, Client and College Board entered into the College Readiness And Success Contract to implement the PSAT/NMSQT® Program for the 2017-2018 school year; and

**WHEREAS**, the parties desire to enter into this Amendment to add the Spring 2018 SAT School Day examination administration for the 11<sup>th</sup> grade.

**NOW, THEREFORE**, in consideration of the mutual promises, representations and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:


- 1. Fixed Fee Schedule.** The SAT School Day Program Fixed Fee Schedule shall be added to the College Readiness And Success Contract herein.
- 2. Incorporation by Reference.** Other than the changes set forth in the preceding paragraphs, all terms and conditions of the College Readiness And Success Contract remain in full force and effect. Where there is a conflict between the College Readiness And Success Contract and this Amendment, the provisions of this Amendment shall supersede and replace the conflicting terms and conditions of the Agreement. This Amendment, together with the College Readiness And Success Contract, and any previous amendments, constitutes the entire understanding of the parties and cannot be further modified except by further written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth below.

**THE COLLEGE BOARD**

DocuSigned by:  
  
Signature

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

DocuSigned by:  
  
FE60FB75506B4E2...  
Signature



**CB-00021500**



**CB-00021500**





CB-00021500







CB-00021500



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SERVICES AGREEMENT

Date: July 1, 2018 Place: Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Lozano Smith, LLP (hereinafter referred to as "Attorney").

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 Attorney and to have said Attorney 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 Attorney 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 Attorney hereby agrees to provide to the District the services as described below

3 6 H U Y L F H V '

Legal Counsel with respect to matters District specifically refers to Attorney; Legal services as reasonably required to represent District in such matters as may arise through the course of the school year; Take reasonable steps to keep District informed of significant developments and respond to Dist U L F W ¶ V L Q T X L U L H V U H J D U G L Q J W K R V H P D W W H U V

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2018 and continue through June 30, 2019, 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 Attorney for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Attorney will be paid for services rendered based upon the attached rate schedule (Exhibit B) with a not to exceed amount of one million dollars (\$1,000,000). Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Raoul Bozio, Legal Services Manager, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Attorney 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 Attorney under this Agreement. Attorney 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 Attorney understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Attorney 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.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Attorney 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 LQFOXGH ERWK HOHPHQWV RI \$WWRUQH\¶V SURWHFWHG ZRUNV D 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.

\$WWRUQH\¶V UHODWLRQV KLS WR WKH 'LVWULFW XQGHU WKLV \$J contractor. The Attorney 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 Attorney 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 Attorney acknowledges and agrees that it is the sole responsibility of the Attorney to report as income its compensation from the District and to make the requisite tax filings and payments to WKH DSSURSULDWH IHGHUO VWDWH DQG RU ORFDO WD[ DXWK 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.







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District: Sacramento City Unified School District PO Box 246870 Sacramento CA 95824-6870 Attn: Jessica Sulli, Contracts	Attorney: Lozano Smith One Capitol Mall, Suite 640 Sacramento, CA 95814 Attn: Jerome M. Behrens, Attorney
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ARTICLE 13. ENTIRE AGREEMENT.



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ARTICLE 18. 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 19. 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.

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

SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT

LOZANO SMITH

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

\_\_\_\_\_  
Date



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EXHIBIT A



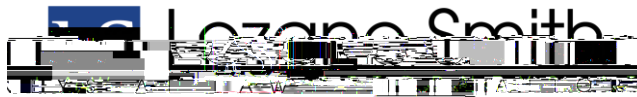


EXHIBIT B

PROFESSIONAL RATE SCHEDULE  
FOR SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
(Effective July 1, 2018)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate\*:

Partner	\$ 275 per hour
Senior Counsel / Of Counsel	\$ 265 per hour
Senior Associate	\$ 240 per hour
Associate	\$ 230 per hour
Paralegal / Law Clerk	\$ 150 per hour

\* A 5% discount is given on all invoices paid within 30 days of invoice.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

7UDYHO WLPH VKDOO EH FKDUJHG RQO\ IURP WKH DWW

**Agreement for Professional Expert/Consultant Services**

This agreement made and entered into this July 1, 2018, by and between the Sacramento City Unified

[REDACTED]

hereinafter referred to as "Consultant".

This agreement shall commence on July 1, 2018, and shall continue until and including June 30, 2019.

WHEREAS SCUSD is desirous of having certain special services performed; and

[REDACTED]

2.0 Independent Contractor

This agreement does not constitute a hiring of consultant by SCUSD. It is the parties' intention that so far as shall be in conformity with the law the consultant shall be an independent contractor and not an SCUSD employee. In conformity therewith the Consultant shall retain sole

[REDACTED]

[REDACTED]

to the SCUSD. This agreement shall not be construed as a partnership and SCUSD shall not be

[REDACTED]

- The Name of the Contractor

Services Dates Hours of Services rendered, charges applicable.

Any amendments or changes to the schedule of fees hereinabove stated shall be effective thirty

days after the date of mutual acceptance in writing. The amended schedule of fees shall

be effective thirty days after the date of mutual acceptance in writing. The amended schedule of fees shall

In Addition, SCUSD may terminate this Agreement for cause should Consultant fail to perform any part of this Agreement. In the event of a termination for cause, SCUSD may secure the required services from another Consultant. If the cost to SCUSD exceeds the cost of providing the service pursuant to this Agreement, Consultant shall pay the additional cost.

10.0 Hold Harmless and Indemnification

The Consultant agrees to hold harmless and to indemnify the SCUSD for:

[REDACTED]

Attorney's Fees

[REDACTED]

participating in or associated with him/her, however, caused; and

Any injury to person or property sustained by any person firm or corporation, caused by any act, neglect, default or omission, of the Consultant, or of any person, firm, or corporation directly or

[REDACTED]

