



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1a

Meeting Date: July 17, 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/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

Documents Attached:

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

Estimated Time of Presentation: N/A
Submitted by: Ken A. Forrest, Chief Business Officer Kimberly Teague, Contract Specialist
Approved by: Sara Noguchi, Ed.D, Interim Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>ADULT EDUCATION</u>		
A15-00001 Sacramento Employment & Training Agency (SETA)	7/1/14 – 6/30/15: Grant funding for Workforce Investment Act. Adult, Dislocated Worker, and CALWorks funds to provide Vocational English as a Second Language, Adult Basic Education GED, and Occupational Skills Sector Initiatives. The programs supported by these funds improve employment opportunities, and provide training, literacy, and vocational rehabilitation to community adults. Achievement in Adult Basic Education, English as a Second Language, and other vocational programs is measured through testing. Benchmarks are tracked for future funding opportunities.	\$842,600 No Match
A15-00002 Sacramento Employment & Training Agency (SETA)	7/1/14 – 6/30/15: Grant funding for Workforce Investment Act. Title I, Youth Program at Charles A. Jones Business and Education Center to serve 40 Out-of-School youth participants. Out-of-School participants are individuals between the ages of 18 and 24 who are not currently enrolled in public or private education, and who may or may not have completed a high school diploma, GED certificate, or equivalent. Students participate in an intensive program with low student-to-staff ratios for personalized assistance, and are provided guidance and support to meet their educational goals.	\$150,800 No Match
A15-00003 Sacramento Employment & Training Agency (SETA)	7/1/14 – 6/30/15: Grant funding for Workforce Investment Act. Title I, Youth Program that provides Universal Services. Funds will be used for a Youth Specialist/Worker to assist youth, ages 14 – 21 in job development skills, job search & placement at Charles A. Jones Business / Education Center.	\$61,000 No Match
<u>CHILD DEVELOPMENT</u>		
A15-00008 California Department of Education	7/1/14 – 6/30/15: State Preschool Program Contract and Resolution Certifying Approval of the Governing Board to Enter into Transactions with the California Department of Education for the Purpose of Providing Child Care and Development Services. Part- and full-day preschool programs are comprehensive, developmental programs for three to five-year-old children from low-income families. Programs emphasize parent education and encourage parent involvement. Activities are developmentally, culturally, and linguistically appropriate for the children served. Programs also provide meals or snacks to children, referrals to health and social services for families, and staff development opportunities. The district is reimbursed \$34.38 per child, per day.	\$4,823,556 No Match

<p>A15-00009 California Department of Education</p>	<p>7/1/14 – 6/30/15: General Child Care and Development Program Contract and Resolution Certifying Approval of the Governing Board to Enter into Transactions with the California Department of Education for the Purpose of Providing Child Care and Development Services. This full-day program serves school-age and infant/toddlers. General child care and development programs are state and federally funded programs that use centers and family child care home networks operated or administered by either public or private agencies and local educational agencies. Programs provide an educational component that is developmentally, culturally, and linguistically appropriate for the children served. The programs also provide meals and snacks to children, parent education, referrals to health and social services for families, and staff development opportunities. The district is reimbursed \$34.38 per child, per day.</p>	<p>\$1,035,151 No Match</p>
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<p>A15-00010 California Department of Education</p>	<p>7/1/14 – 6/30/15: Pre-kindergarten and Family Literacy Program Contract and Resolution Certifying Approval of the Governing Board to Enter into Transactions with the California Department of Education for the Purpose of Providing Child Care and Development Services. Contract provides funding for supplemental support for interactive literacy activities for children and families. Funds will be used for materials for the “Raising a Reader” program at Ethel Phillips, Fr. Keith B. Kenny, John Sloat, Oak Ridge, and Susan B. Anthony elementary schools. “Raising a Reader” program provides preschool families with books each week to read. Supplemental support includes district and community resources for adult literacy and information on the importance of reading with children.</p>	<p>\$15,000 No Match</p>
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INTEGRATED SUPPORT SERVICES

<p>A15-00004 Kaiser Permanente</p>	<p>7/1/14 – 6/30/15: Northern California Community Benefit Programs Division Grant to support prevention-focused, evidence-based programs that are expanding access to care and creating healthy environments. Funds will be used to support the Connect Center, a central youth and family resource center for the community; and to support bullying prevention at our schools. The Connect Center will provide social, emotional, health coverage resources and support to SCUSD students, families and staff by responding to approximately 350 requests for services, as well as ongoing training to district employees, parents and families on issues affecting student health and wellness. Funds will also be used to provide bullying prevention training, technical assistance, and support to staff, students and families.</p>	<p>\$50,000 No Match</p>
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YOUTH DEVELOPMENT

A15-00005 California Department of Education	7/1/14 – 6/30/15: Five (5) 21 st Century Community Learning Centers, Elementary and Middle - Core Grants. Program components include educational and literacy elements focusing on activities that reinforce and complement the academic programs, as well as recreational and youth development. Programs provide expansion of number of students served at elementary school sites, summer enrichment, and before school (BS) programs at several sites. This program compliments the After School Education and Safety Core programs at the following sites:	\$1,226,333 \$1,174,167 \$1,108,000 \$402,750 \$394,000 Total = \$4,305,250
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A.M. Winn (BS), Bowling Green, Cesar Chavez, Earl Warren (BS), Elder Creek, Ethel I. Baker (BS), Golden Empire, O.W. Erlewine, Pacific, Peter Burnett (BS), Tahoe (BS), Bret Harte, Caroline Wenzel, Leataata Floyd (BS), John Bidwell, John Still K-8, John Sloat, Nicholas (BS), Parkway-Phoenix Park, William Land (BS), and Woodbine Elementary Schools.

Community Partners: Sacramento Chinese Community Services Center, Sacramento START, Target Excellence, Think Together, Boys and Girls Club of Greater Sacramento, Roberts Family Development Community Center, Center for Fathers and Families, Club Z Tutoring.

A15-00006 California Department of Education	7/1/14 – 6/30/15: Five (5) 21 st Century Community Learning Centers – Family Literacy Grants. Funds provide for a family literacy program at American Legion, Hiram Johnson, John F. Kennedy, C.K. McClatchy & Sacramento Charter High Schools.	\$220,000 \$140,000 \$100,000 \$100,000 \$40,000 Total = \$600,000
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A15-00007 California Department of Education	7/1/14 – 12/31/15: Two (2) 21 st Century High School After School Safety and Enrichment for Teens (ASSET) – Equitable Access Grants. Funds provide for an equitable access program at Luther Burbank High School and American Legion High School. This grant supplements the core grant by helping local programs participate in community learning center programs in the surrounding community.	\$50,000 \$25,000 Total = \$75,000
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EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>ACADEMIC OFFICE</u>		
SA15-00042 Generation Ready	7/1/14 – 6/30/15: Sacramento City Unified School District (SCUSD) is continuing its implementation of Common Core State Standards in Mathematics (CCSSM). During the 2013-14 school year, the district continued its transition to the CCSSM. An inquiry-based collaborative design methodology focusing on learning the three major components of the standards (Standards for Mathematical Practice, Instructional Shifts, and the Content Standards) was used to engage teachers and school leaders in professional learning. This model afforded teachers and leaders the opportunity to: a) collaborate quarterly to build a common understanding of the standards, b) strengthen instructional practice with coaching and feedback from district training specialists, and c) continuously assess the impact of their instruction on student learning through examining student work. As a result, changes in both teacher practice and student learning are evident. Moving forward, the scope of work will expand to full implementation.	\$175,000 K-8 Math Grant Funds

Strategic Plan: At the heartbeat of Pillar One of the district's Strategic Plan 2010-14 is the charge to prepare our students for college-career readiness. The implementation of the Common Core State Standards, which are designed to prepare students for success beyond high school, serves as a key lever for achieving this end.

ADULT EDUCATION

SA15-00006 Laarni Gallardo	9/1/14 – 6/30/15: To serve as Director of the Nursing Assistant Program and Vocational Nursing Program at Charles A. Jones Business/Education Center. Work with administration and staff to develop nursing programs, including curriculum, screening/selection criteria and evaluation methodologies. Ensure that implemented curriculum meets the California Board of Nursing regulatory standards.	\$85,800 Adult Education Funds
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Strategic Plan: Aligns with Pillar II, Family and Community Engagement; and Pillar III, Organizational Transformation, by providing staff to supervise the Certified Nursing Assistant and Licensed Vocational Nursing Programs at the Charles A. Jones Business/Education Center that support teaching and learning. The Board of Nursing and Psychiatric

Technicians require that the school have a Director of Nursing and an Assistant Director of Nursing. Laarni Gallardo serves as the Assistant Director of the Vocational Nursing Program and the Director of the Certified Nursing Assistant program

TECHNOLOGY SERVICES

SA15-00023 AMS.Net	7/1/14 – 6/30/15: 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.	\$179,223 General Funds
SA15-00200 AMS.Net	7/1/14 – 6/30/15: Remote, Manage, and Monitor network events, traffic, and overall condition of the network. Devices covered under the Agreement include servers, switches, routers, wireless, etc. Technical support for cabling, phones, data center, IP video surveillance, and Microsoft is also included.	\$138,000 General Funds

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
Stuebaker Brown Electric	Bid No. 814-0807, Marquee Installation and Site Work	April 30, 2014



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made as of June 30th, 2014, by and between Generation Ready Professional Development Inc., a New York corporation shortly to be known as Generation Ready Inc. , and Sacramento City Unified School District ("School" or "School District"). Generation Ready and the School District may be collectively referred to herein as the "parties" or individually as a "party."

RECITALS

The School District desires to retain the services of Generation Ready for the purpose of providing educational consulting, training services, and materials, and desires to enter into an agreement with Generation Ready for the performance and provision of such services and materials.

In consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Term.** The School District shall retain Generation Ready as educational consultants, trainers, and service providers for the period beginning August 1st, 2014, through June 30th, 2015 (the "Term"). This "term" may be modified or extended only by mutual, written agreement of the parties covering length of any extended term, scope of additional work, fee and such other terms as either party may require.
2. **Scope of Services.** During the Term, Generation Ready shall perform the services described. Such services shall be performed in a competent and professional manner, and in compliance with the terms and specifications set forth in this Agreement. Any change to the delivery schedule for the services set forth in the Work Plan, attached in Exhibit "A", must be requested by the School District in writing at least 30 days prior to the delivery date, in which event Generation Ready shall use all reasonable efforts to accommodate the request. Failure to provide 30 days' notice of a requested change will cause the School District to forfeit that service and will entitle Generation Ready to invoice the School District as though Generation Ready had delivered that service as originally scheduled in the Work Plan. If a timely request by the School District cannot be accommodated by Generation Ready, the parties will consult with each other in good faith to determine another change date that is mutually acceptable.
3. **Fee.** The fee shall be \$175,000, payable over the Term of the project. Generation Ready will submit monthly invoices for services rendered and the School or School District will pay the invoices within 30 days of receipt of the invoice. To the extent the School District disputes the accuracy of any invoice or request for payment, the School District shall pay the undisputed balance promptly and as described in this paragraph, and will provide in writing and within 10 days of the refusal for payment the specific reasons that any invoice or invoice entry is disputed, together with the payment of any undisputed amount. The parties will work in good faith to resolve any billing or payment issues. Generation Ready reserves the right to add interest at an annual rate of 8% (or if less, the highest rate permitted by applicable law) to any payments that become more than 60 days overdue.
4. **Confidentiality and Proprietary Protection.** The School District acknowledges that if Generation Ready provides it with any proprietary methods, training aids, materials and documents, including via proprietary software (collectively, the "IP") the School District acknowledges that Generation Ready owns the exclusive rights to the IP and other items Generation Ready uses in and for its educational consulting and training services. All IP and any other information generated or provided to the School District by Generation Ready shall be used by School District only in connection with the educational purposes or mission of the School District, and shall not be used for any other purpose or disclosed to any other party unless specifically authorized in writing by Generation Ready. The School District acknowledges that any violation of this paragraph by the School District or any improper use or distribution of any proprietary materials by the

School District constitutes cause for Generation Ready to obtain immediate injunctive relief to stop such violation or breach, and that the ability to obtain injunctive relief in such a situation does not limit in any way Generation Ready's other rights and remedies, including indemnification for any losses arising out of breach of School District's obligations under this Section 4 or any claim that Generation Ready's use of any information or materials that the School District furnishes to Generation Ready infringes the rights of a third party. The parties agree that Generation Ready shall own all rights to any intellectual property that is developed in the course of performing services for the School District, except that the School District shall be granted a non-exclusive, royalty-free license, without the right of sub-license, to use any information that is unique to the School District and not of general application in Generation Ready's business.

5. **Termination; Limitations on Damages.** This Agreement shall be terminated upon the happening of any of the following events:
- a. Upon mutual agreement, in writing, signed by the parties to this Agreement;
 - b. Upon refusal of prompt and timely payment by the School District; however, such refusal does not excuse or forgive payment by the School District of all amounts owed and that would have been owed to Generation Ready over the remainder of the Term;
 - c. For material breach of performance of either party's obligations under this Agreement; provided, however, that the party asserting breach shall give written notice of the alleged breach and the reasons therefor and shall provide 30 days for the other party to cure the alleged breach; or
 - d. For failure of the School District to provide needed and requested materials that are required for Generation Ready to perform the services mentioned in Exhibit A attached hereto, or in this Agreement.

If a breach described in subparagraph (c) above occurs and is cured within the thirty (30) day period, this Agreement shall not be terminated for such breach. In the event such breach is not cured, this Agreement shall be terminated thirty (30) days from the date the notice of breach was provided. Upon termination of this Agreement, Generation Ready shall be entitled to receive the compensation accrued but unpaid as of the date of termination, plus, in the event that Generation Ready is not the breaching party, all amounts that would have been owed over the remainder of the Term.

Notwithstanding anything to the contrary contained in this Agreement (i) Generation Ready shall have no liability arising in whole or in part from an act or omission or the gross negligence of, or a specification or other information furnished by or on behalf of, the District, and (ii) the aggregate liability of Generation Ready and the sole remedy of the School District for breach of contract or warranty, indemnification or otherwise, shall be limited to amounts paid to Generation Ready by the School District pursuant to this Agreement, plus the actual proceeds of any Generation Ready insurance policy that responds."

6. **Relationship Between the Parties.** The relationship of Generation Ready to the School is that of an independent contractor or consultant. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. Neither party shall have any claim under this Agreement or otherwise against the other for employee benefits of any kind, including but not limited to, health and accident insurance plans and retirement plans sponsored by a party for the benefit of its employees. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of a party, the parties hereby agree that both the School and Generation Ready shall have the right to participate in any discussion or negotiation occurring with such agency or agencies.
7. **Notice.** All notices, demands and requests which may or are required to be given by any party to another shall be in writing, and each shall be deemed to have been properly given when served personally on an officer or principal of the party to whom such notice is to be given, or when sent postage prepaid by first class mail, registered or certified, return receipt requested, as follows:

If to Generation Ready:

Generation Ready Inc.
Attn: Chief Financial Officer
352 7th Avenue, Floor 12A
New York, NY 10001

If to the District:

Sacramento City Unified School District
Attn: Chief Academic Officer
5735 47th Avenue – Box 721
Sacramento, CA 95824

- 8. **Governing Law and Terms.** This Agreement and all rights, remedies, and obligations hereunder, including, but not limited to, matters of construction, validity, and performance shall be governed by the laws of the State of New York, conflicts of laws principles notwithstanding. This Agreement sets forth the full understanding of the parties regarding this matter, and other terms and conditions, including those that may be contained in or referred to in any purchase order, shall be of no force or effect.
- 9. **Assignability.** This Agreement shall be binding upon, and shall inure to the benefit of the parties and their subsidiaries and affiliates, together with their successors and assigns. No party may assign or transfer its rights or obligations hereunder without the express written consent of all other parties, except that Generation Ready may assign its rights and obligations to an acquirer of all or substantially all of Generation Ready’s assets or business.
- 10. At all times during the Term, as it may be extended or renewed, and for a one year period thereafter, the School shall not:
 - a. Induce, advise, or counsel employees, contractors, representatives, or agents of the Company to leave the employ of the Company or its affiliates, or hire or engage any of the foregoing;
 - b. Otherwise interfere in any way with the relationship between the Company and its customers, employees, representatives, contractors, agents, licensees, or franchisees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the School and Generation Ready as of the date first set forth above.

GENERATION READY PROFESSIONAL DEVELOPMENT INC.

BY: _____

TITLE: _____

DATE: _____

**Sacramento City Unified School District
5735 47th Avenue – Box 721
Sacramento, CA 95824**

BY: _____

TITLE: _____

DATE: _____

Exhibit A - Scope of Services

Sacramento City Unified School District – K to 8 CCSS Math Project

Fees: \$175,000

Generation Ready specialist(s) will provide 70 days of support to coach and mentor the instructional leaders in the following activities:

Leadership:			
Principals Workshops	5 days with 1 consultant	5 x \$2500 =	\$12,500
Assistant Principals/ Workshops	4 days with 1 consultant	4 x \$2500 =	\$10,000
Training Specialists:			
Workshops	3 days with 1 consultant	3 x \$2500 =	\$7,500
Teachers Leaders:			
Summer Institute	3 days with 1 consultant	3x \$2500 =	\$7,500
Teacher Leader Support	3 days with 1 consultant	3 x \$2500 =	\$7,500
Teachers:			
Professional Learning Workshops	12 days with 2 consultants	24 x \$2500 =	\$60,000
Professional Learning Workshops	4 days with 1 consultant	4 x \$2500 =	\$10,000
Coaching:			
In School Job-Embedded	6 days with 2 consultants	12 x \$2500 =	\$30,000
Modules:			
Co-Development	12 days with 1 consultant	12x \$2500 =	\$30,000
Total Budget:			\$175 000

ROLL OVER

Also included

Teachers:

**Planning Sessions to be conducted in 2014 – 2015 4 days with 1 consultant 4 x \$2500 = \$10,000*

No cost to this contract as it is carried over from previous **2013 – 2014 contract*



SERVICES AGREEMENT

Date: July 1, 2014 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and LAARNI GALLARDO, RN., B.S.N. (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 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.

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:

- A. To act as Director to the Nursing Assistant Program (N.A.) and Director Vocational Nursing (V.N.) Program.
- B. Hold a current California active license as a registered nurse, hold a baccalaureate degree from an accredited school, have a minimum of three years as a registered nurse (one year shall be in clinical and teaching supervision, and have coursework from an accredited instruction in administration, teaching and curriculum.
- C. Work with administration and staff to develop nursing programs under his/her direction, including curriculum, screening and selection criteria and evaluation methodologies.
- D. Ensure that implemented curriculum meets with the California Board of Nursing regulatory standards.
- E. Assist with recruitment and training of associated staff for the N.A./VN programs.
- F. Secure and coordinate with host sites for clinical training for the N.A./VN programs.



- G. Have clear TB and fingerprint results on file in the District Office prior to working with staff and students.
- H. Prepare a monthly invoice that corresponds with hours worked.

ARTICLE 2. TERM.

This Agreement shall commence on 07/01/2014 and continue through 06/30/2015 unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District. 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:

Fee Rate: \$65 per hour per day of services as may be requested by District, not to exceed a maximum of 110 hours/month of service. Total fee shall not exceed \$85,800

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Charles A. Jones Career and Education Center, 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. 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 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.

ARTICLE 6. INDEPENDENT CONTRACTOR.

The relationship between the parties under this Agreement shall be one of 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.

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 contact with pupils. Contractor shall obtain fingerprinting clearance for *all* employees before services can begin. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. Failure to provide such written certification before services begin, or within thirty days after execution of this Agreement, whichever occurs first, will result in immediate termination.

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 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: Donna Philp, Coordinator III

Contractor:
Laarni Gallardo
Tax ID:562-87-7369
24 Press Court
Elk Grove, CA 95758

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.

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. CALIFORNIA LAW.

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

ARTICLE 20. RATIFICATION BY BOARD OF EDUCATION.

Pursuant to the provisions of Education Code section 39656, SCUSD Board Regulation BP-3312 and SCUSD Board Resolution 2590, 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**

By: _____

Ken A. Forrest
Chief Business Officer

Date

By: Laarni Gallardo RN BSN
Signature

Laarni Gallardo, RN, B.S.N.

May 27, 2014
Date



SERVICES AGREEMENT

Date: July 1, 2014 **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 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.

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 #85835, attached hereto as Exhibit B. Includes maintenance for hardware, software, and rapid problem resolution.

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2014, and continue through June 30, 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:

Flat Rate: The total payment to Contractor, including travel and other expenses, shall be One Hundred Seventy Nine Thousand, Two Hundred Twenty Three Dollars and 25/100 (\$179,223.25). Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Ken Forrest, Chief Business 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.

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.

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.



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

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

AMS.NET

By: _____

Ken A. Forrest
Chief Business Officer

Date

By: _____

Signature

Print Name/Title

Date

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.

Authorized Signature of Contractor

Date

Printed Name/Title

EXHIBIT B



visit us at www.ams.net

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

Price Quote
Order #85835

Sacramento City Unified School District
District Office 5735 47th Ave Sacramento, CA 95824
ATTN: Terry Kritsepis Phone: (916) 643-7433

Cisco SMARTnet Renewal 14-15

Order	Project	Modified	Ship Via	Account Mgr.
85835		5/13/2014		Jared Bayless

Products

	Item Description	Taxable	Qty	Unit Price	Total
Cisco SMARTnet Support Coverage through 6/30/15					
Cisco SMARTnet Contract Number 93180146					
1	SMARTNET 8X5XNBD ASA 5585-X CX SSP-20 Part #CON-SNT-ASA-SSPC Cisco Systems Inc. Cisco ASA Cisco Security and VPN Serial Numbers: JAD17260093, JAD173104Q5	N	2	\$1,746.73	\$3,493.46
2	SMARTNET 8X5XNBD Cisco 8510 Series High Availa Part #CON-SNT-AIRCT85 Cisco Systems Inc. Cisco smartnet Maintenance Contracts	N	1	\$3,994.02	\$3,994.02
3	SMARTNET 8X5XNBD Cisco 8500 Series Wireless Con Part #CON-SNT-AIRCT85K Cisco Systems Inc. Cisco smartnet Maintenance Contracts	N	1	\$34,423.90	\$34,423.90
Cisco SMARTnet Contract Number 93385587					
4	SMARTNET 8X5XNBD ASA 5585-X Chassis with SSP20 Part #CON-SNT-A85S2K9 Cisco Systems Inc. Cisco ASA Cisco Security and VPN Serial Numbers: JMX1553700E, JMX1553700F	N	2	\$5,425.87	\$10,851.74
5	SMARTNET 8X5XNBD 5508 Series Controller Part #CON-SNT-CT0850 Cisco Systems Inc. Cisco Airespace Wireless Networking Serial Numbers: FCW1552L0L0	N	1	\$2,203.82	\$2,203.82
Cisco SMARTnet Contract Number 93385630					
6	SMARTNET 24X7X4 Catalyst Chassis+Fan Tray Part #CON-SNTP-VS13E2T Cisco Systems Inc. Cisco Catalyst 6000 Series Switch Smartnet Maintenance Serial Numbers: FOX1539GGXH	N	1	\$11,349.19	\$11,349.19



Products

	Item Description	Taxable	Qty	Unit Price	Total
7	SMARTNET 24X7X4 ME3600X Ethernet Access Switch 24 Part #CON-SNTP-M36X24TS Cisco Systems Inc. Cisco MCS Smartnet IP Telephony (Cisco) Serial Numbers: FOC1550VIP4, FOC1549X2L6	N	2	\$868.25	\$1,736.50
8	SMARTNET 24X7X4 ME3600X 10GE Upgrade Lic w/Ele Part #CON-SNTP-LME360XG Cisco Systems Inc. Cisco smartnet Maintenance Contracts	N	2	\$180.88	\$361.76
9	Cisco Smartnet 24x7x4 Svc, ME3600X Advanced Metro Part #CON-SNTP-ME3600XA Cisco Systems Inc. Cisco smartnet Maintenance Contracts	N	2	\$241.18	\$482.36
Cisco SMARTnet Contract Number 93385647					
10	CISCO BASE Cisco 2951 Voice Sec. Bundle, UC Part #CON-SW-2951VSEC Cisco Systems Inc. Cisco 2900 Series Switch Smartnet Maintenance	N	75	\$586.39	\$43,979.25
Cisco SMARTnet Contract Number 93385670					
11	SMARTNET 8X5XNBD 50 AP Adder License for the 5508 Part #CON-SNT-LCT50A Cisco Systems Inc. Cisco smartnet Maintenance Contracts Serial Numbers: 3681J1F5F86	N	1	\$2,100.47	\$2,100.47
12	SMARTNET 8X5XNBD MDS9148 W/16P ENABLED 16X8GFC S/W Part #CON-SNT-C98G16 Cisco Systems Inc. Cisco smartnet Maintenance Contracts Serial Numbers: AMS15400308, AMS15401177	N	2	\$408.97	\$817.94
13	SMARTNET 8X5XNBD 3925 Voice Bundle UC License PAK Part #CON-SNT-3925V Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: FTX1553AK33, FTX1553AK3A, FTX1553AK34, FTX1553AK3B, FTX1553AK37, FTX1553AK3L, FTX1553AJWL, FTX1553AK3N, FTX1553AK3Q, FTX1553AK39, FTX1553AK3Z, FTX1553AK3K, FTX1553AK3E	N	13	\$826.95	\$10,750.35
Cisco SMARTnet Contract Number 93388626					
14	SMARTNET 8X5XNBD 6140XP 40PT Fabric Interconnect Part #CON-SNT-1S6200 Cisco Systems Inc. Cisco smartnet Maintenance Contracts Serial Numbers: SSI15420FA2, SSI15300KZS	N	2	\$880.15	\$1,760.30
15	SMARTnet 8X5XNBD 6Pt 8Gb FC/Expansion Mod Part #CON-SNT-1E0060 Cisco Systems Inc. SMARTnet Switches (Cisco Only) Serial Numbers: FOC15456TNR, FOC15466BPK	N	2	\$63.95	\$127.90
16	SMARTNET 8X5XNBD 5108 Blade Server Chassis Part #CON-SNT-2C6508 Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: FOX1546GNKX, FOX1547G0CA	N	2	\$62.43	\$124.86



Products

	Item Description	Taxable	Qty	Unit Price	Total
17	SMARTNET 8X5XNBD UCSB200 M2 Blade Svr w/o Part #CON-SNT-B66251 Cisco Systems Inc. SMARTnet Switches (Cisco Only) Serial Numbers: QCI1548AC1Q, QCI1548ABY4, QCI1548ABX2	N	3	\$165.98	\$497.94
18	SMARTNET 8X5XNBD UCS B230 M2 Blade Server Part #CON-SNT-B230M2 Cisco Systems Inc. SMARTnet Switches (Cisco Only) Serial Numbers: FCH154771YH, FCH1547729F, FCH15487126, FCH154771Y8, FCH154775QT	N	5	\$195.67	\$978.35
Cisco SMARTnet Contract Number 93388661					
19	SW APP SUPP + UPRG Cisco Prime NCS SOFTWARE Part #CON-SAU-NCS150 Cisco Systems Inc. Cisco smartnet Maintenance Contracts	N	1	\$798.00	\$798.00
20	SW APP SUPP + UPRG Cisco Prime Add on + 50 Part #CON-SAU-NCS150A Cisco Systems Inc. Cisco smartnet Maintenance Contracts	N	1	\$798.00	\$798.00
Cisco SMARTnet Contract Number 93388663					
21	SW APP SUPP CSACS Part #CON-SAS-SLRGLC Cisco Systems Inc. SMARTnet Maintenance Contracts	N	1	\$1,507.40	\$1,507.40
22	SW APP SUPP LMS 4.1 add-on license for 50 devices Part #CON-SAS-LLMS4150 Cisco Systems Inc. CiscoWorks 2000 Network Management	N	2	\$598.43	\$1,196.86
23	SW APP SUPP LMS 4.1 Base download for up to 100 Part #CON-SAS-RLMS100K Cisco Systems Inc. SMARTnet IP Video Surveillance	N	1	\$1,016.73	\$1,016.73
24	SW APP SUPP ACS 5.2 VMWare Software And Base Licen Part #CON-SAS-CSACS52V Cisco Systems Inc. CiscoSecure Network Management	N	1	\$1,808.12	\$1,808.12
Cisco SMARTnet Contract Number 93388723					
25	ESS WITH 8X5XNBD IntPkg C40 PreHD1080pCam, NP Part #CON-ECDN-INTPC40 Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: FTX1550C0BP, FTX1550C0CS, FTX1550C0BQ	N	3	\$1,290.03	\$3,870.09
26	ESS WITH 8X5XNBD PrecisionHD 1080p x4 Part #CON-ECDN-HD80P4XS Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: B1AB46D00599, B1AB44D00435, B1AB46D00537	N	3	\$278.90	\$836.70
27	ESS WITH 8X5XNBD TCS PRO 5 RP, 2 Live CVC Part #CON-ECDN-CVCTCS5 Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: 49A21614	N	1	\$3,136.43	\$3,136.43

Products

	Item Description	Taxable	Qty	Unit Price	Total
28	ESS WITH 8X5XNBD MXE3500 BGL CVC Bundle Part #CON-ECDN-CVCMXEB Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: QC11548A0AU	N	1	\$6,390.14	\$6,390.14
Cisco SMARTnet Contract Number 93406627					
29	ESS WITH 8X5XNBD IntPkg C40 PreHD1080pCam, NP Part #CON-ECDN-INTPC40 Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: FTX1550C0CQ	N	1	\$1,053.08	\$1,053.08
30	ESS WITH 8X5XNBD PrecisionHD 1080p x4 Part #CON-ECDN-HD80P4XS Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: B1AB46D00595	N	1	\$227.68	\$227.68
31	ESS WITH 8X5XNBD VCS Expressway Incl 5 traversal c Part #CON-ECDN-SEPREK9 Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: 52A21801	N	1	\$758.54	\$758.54
32	ESS WITH 8X5XNBD VCS 5 Traversal Ntwk Part #CON-ECDN-LICVCS5 Cisco Systems Inc. SMARTnet Maintenance Contracts	N	1	\$552.38	\$552.38
33	ESS 8x5xNBD VCS Cntrl Part #CON-ECDN-SCNTRLK9 Cisco Systems Inc. SMARTnet Maintenance Contracts Serial Numbers: 52A21890	N	1	\$758.54	\$758.54
34	ESS WITH 8X5XNBD VCS 10 Add Non-traversal Ntw Part #CON-ECDN-LICVCS10 Cisco Systems Inc. SMARTnet Maintenance Contracts	N	1	\$486.05	\$486.05
Cisco SMARTnet Contract Number 93409254					
35	ESSENTIAL SW CCX 8.5 5 Seat CCX ENH CM Bundle - AV Part #CON-ESW-CMBUNDK9 Cisco Systems Inc. SMARTnet Maintenance Contracts	N	1	\$380.69	\$380.69
36	ESSENTIAL SW Services Mapping SKU, Under 1K UWL ST Part #CON-ESW-SSLEDA Cisco Systems Inc. CUWL IP Telephony (Cisco)	N	111	\$15.99	\$1,774.89
Cisco SMARTnet Contract Number 93447983					
37	ESSENTIAL SW Services Mapping SKU, Under 1K UWL ST Part #CON-ESW-SSLEDA Cisco Systems Inc. CUWL IP Telephony (Cisco)	N	111	\$15.99	\$1,774.89
Cisco SMARTnet Contract Number 93510237					

Products

	Item Description	Taxable	Qty	Unit Price	Total
38	SW APP SUPP + UPRG PI 1.2 - Lifecycle - 50 Device Part #CON-SAU-P112LF50 Cisco Systems Inc. Cisco Prime Network Management	N	1	\$546.32	\$546.32
39	SW APP SUPP + UPRG Prime Infrastructure 1.2 - Life Part #CON-SAU-P112LF1H Cisco Systems Inc. Cisco Prime Network Management	N	1	\$928.08	\$928.08
40	SW APP SUPP + UPRG PI 1.2 - Lifecycle - 50 Device Part #CON-SAU-P112LF50 Cisco Systems Inc. Cisco Prime Network Management	N	2	\$551.33	\$1,102.66
41	SW APP SUPP + UPRG Prime Infrastructure 1.2 - 1K Part #CON-SAU-P112LF1K Cisco Systems Inc. Cisco Prime Network Management	N	2	\$7,172.22	\$14,344.44
Cisco SMARTnet Contract Number 93917982					
42	ESSENTIAL SW Svcs Mapping SKU, 1K-10K UWL STD user Part #CON-ESW-UWLST1K Cisco Systems Inc. SMARTnet Maintenance Contracts	N	769	\$2.57	\$1,976.33
Switch SMARTnets 1 Year					
43	SMARTNET 8X5XNBD Catalyst 4500-X 16 Port 10G IP Ba Part #CON-SNT-WSC16SFX Cisco Systems Inc. SMARTnet Switches (Cisco Only)	N	1	\$807.30	\$807.30
44	SMARTNET 8X5XNBD Catalyst 2960-X 48 GigE PoE Part #CON-SNT-WSC296XL Cisco Systems Inc. Cisco smartnet Maintenance Contracts	N	1	\$358.80	\$358.80
Products Total					\$179,223.25



SERVICES AGREEMENT

Date: July 1, 2014 **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 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.

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"):

Remote, Manage, and Monitor network events, traffic, and overall condition of the network, per Price Quote Order #85120, attached hereto as Exhibit B. Devices covered under the RMM Agreement include servers, switches, routers, wireless, etc. Technical support for cabling, phones, data center, IP video surveillance, and Microsoft is also included.

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2014, and continue through June 30, 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:

Flat Rate: The total payment to Contractor, including travel and other expenses, shall be One Hundred Thirty Eight Thousand Dollars (\$138,000). Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Ken Forrest, Chief Business 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.

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.

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.

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

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

AMS.NET

By: _____
Ken A. Forrest
Chief Business Officer

By: _____
Signature

Date

Print Name/Title

Date

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.

Authorized Signature of Contractor

Date

Printed Name/Title



EXHIBIT B



visit us at www.ams.net

Price Quote
Order #85120

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

Sacramento City Unified School District District Office 5735 47th Ave Sacramento, CA 95824 ATTN: Terry Kritsepis Phone: (916) 643-7433
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1 Year RMM Agreement

Order	Project	Modified	Ship Via	Account Mgr.
85120		5/13/2014		Jared Bayless

Labor

Item Description	Taxable	Qty	Unit Price	Total
RMM Agreement 1 Year				



Labor

	Item Description	Taxable	Qty	Unit Price	Total
1	<p>Remote, Managed, Monitoring Service</p> <p>The RMM Service will monitor network events, traffic, and overall condition of the network. Critical alerts will be automatically escalated until the problem is resolved.</p> <p>All alerts generated through the RMM Service will be reported to the AMS.NET TAC department for review and resolution. AMS.NET TAC will work with the customer to resolve any and all issues that are reported through the RMM service (AMS.NET branded labor support is required for problem resolution. *TSP/GRP/LANmate recommended).</p> <p>* AMS.NET will setup and configure monitoring hardware and software onsite for the end user.</p> <p>* This agreement is valid for up to 700 IP devices. The following devices in your network will be covered under this agreement:</p> <ul style="list-style-type: none"> - Cisco Servers - Cisco Switches - Cisco Routers - Cisco Wireless - Cisco ASA's - Cisco Telepresence - Lightspeed - Barracuda - EMC - Netscaler <p>*Cisco IP Phones and AP's will receive visibility only monitoring</p> <p>* Customer is responsible for obtaining a server or device for AMS.NET to load the RMM client onto in order to monitor the network.</p> <p>* Monitoring of the customer network will be configured using customer provided hardware.</p>	n/a	1	\$98,000.00	\$98,000.00
Technical Support Packs					
- Technical support is deducted in 30 minute increments					

Labor

	Item Description	Taxable	Qty	Unit Price	Total
2	\$40,000 Block of Technical Support Pack Hours Cabling Support \$ 100.00 per hour Tier 1 Microsoft Support \$ 125.00 per hour Project Management Support \$ 120.00 per hour IP Video Surveillance Support \$ 175.00 per hour Microsoft Support \$ 200.00 per hour WAN/LAN/WLAN Support \$ 200.00 per hour Data Center/VMware/Voice Apps. Support \$ 225.00 per hour Telepresence/DMS/ Security/Content Filtering Support \$ 250.00 per hour VOIP Mgr./CCIE Support \$ 250.00 per hour ** Travel Time is charged at \$125/hr for both directions. CCIE Travel Time is charged at \$250/hr and Cabling Travel Time at \$100/hr. Travel Time is charged both ways.	n/a	1	\$40,000.00	\$40,000.00

Terms and Conditions Below

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_financing/

AMS.NET Tax ID: 94-3291629

C7 License: 763508

Order Summary

Products Total	\$ 0.00
Taxable Total	\$ 0.00
Shipping/Handling	\$ 0.00
Taxes (0.00%)	\$ 0.00
Labor Total	\$ 138,000.00
Total	\$ 138,000.00

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.