



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1a

**Meeting Date:** May 2, 2019

**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:** None

**Financial Considerations:** See attached.

**LCAP Goal(s):** College, Career and Life Ready Graduates; Safe, Emotionally Healthy, Engaged Students; Family and Community Empowerment; Operational Excellence

**Documents Attached:**

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements

**Estimated Time of Presentation:** N/A

**Submitted by:** Dr. John Quinto, Chief Business Officer

Jessica Sulli, Contract Specialist

**Approved by:** Jorge A. Aguilar, Superintendent

## **GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE**

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<b><u>SPECIAL EDUCATION</u></b>		
California Department of Education A19-00076	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2017/18	\$373,475 No Match
7/1/18 – 6/30/19: WorkAbility I Program Grant provides funding for a training program for special education students ages 16 – 22 designed to promote career awareness and exploration while students complete their secondary education program. The WorkAbility I Program provides students with opportunities for job shadowing, paid and non-paid work experience, ongoing support and guidance from vocational personnel.		
California Department of Education A19-00077	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2017/18	\$272,858 No Match
7/1/18 – 9/30/20: Federal Preschool Grant per the Individuals with Disabilities Education Act, Part B. Funding supports certificated and classified staff who assess, evaluate, and provide instruction to preschool age children. Children are referred for evaluation by preschool staff. This grant also supports multi-cultural intervention at the preschool level.		
California Department of Education A19-00078	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2017/18	\$9,230,210 No Match
7/1/18 – 9/30/20: Local Assistance Entitlements Grant per the Individuals with Disabilities Education Act. This is a federal entitlement grant that is distributed to our SELPA (Special Education Local Plan Areas) in order to provide a full continuum of services for our students with special needs. Funds are used to support the sites with special education services in terms of allocations to fund certificated and classified positions that support the district's special education programs.		
California Department of Education A19-00079	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2017/18	\$475,066 No Match
7/1/18 – 9/30/20: Mental Health Average Daily Attendance (ADA) Allocation Grant. This federal grant is allocated to Special Education Local Planning Agencies (SELPA) for the specific provision of providing Educationally Related Mental Health Services (ERMHS) to qualified students receiving special education services. This provision of services is pursuant to requirements of the Individuals with Disabilities Act.		

## **EXPENDITURE AND OTHER AGREEMENTS**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>BUSINESS SERVICES/PURCHASING SERVICES</u></b>		
Sourcewell, formerly National Joint Powers Alliance (NJPA) RFP # 031715	4/9/15 – 4/9/20: Contract #031715-SS1– Sourcewell cooperative purchasing agreements, as authorized by Public Contract Code §20118, allow other government agencies, such as school districts, to piggyback on awards while still satisfying the legally required competition for contracts. Contracts awarded by Sourcewell are based on quality, proven performance, and pricing. As a government entity, the District is able to piggyback on this agreement and purchase directly from School Specialty, Inc. under the same terms, conditions and pricing. The district will purchase furniture with related accessories and services. The estimated cost using this piggyback contract is \$101,905.79.	Pursuant to Public Contract Code § 20118

**FACILITIES SUPPORT SERVICES**

MCF Construction SA19-00495	5/2/19 – Completion of Services: Provide the required Division of State Architect (DSA) inspections for the SCUSD Central Kitchen project.	\$244,350
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APR 02 2019

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California Department of Education  
Fiscal Administrative Services Division  
AO-400 (REV. 09/2014)

**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870			<b>CDE GRANT NUMBER</b>			
			<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
			18	23011	67439	A1
<b>Attention</b> Jorge Aguilar, Superintendent			<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> WorkAbility I Site 094			<b>Resource Code</b>	<b>Revenue Object Code</b>	34	
<b>Telephone</b> 916-643-9000			6520	8590	<b>INDEX</b>	
<b>Name of Grant Program</b> 2018-19 WorkAbility I Program					0663	
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>
	\$373,475		\$373,475		7/01/2018	6/30/2019
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>	

I am pleased to inform you that you have been funded for the WorkAbility I Program.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

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APR 02 2019

SCUSD  
Budget Services

Penny Cobb, Associate Governmental Program Analyst  
Teaching and Learning Support Branch  
Special Education Division, Programs and Partnerships Unit  
California Department of Education  
1430 N Street, Room 2401  
Sacramento, CA 95814-5901

<b>California Department of Education Contact</b> Nicolas Wavrin		<b>Job Title</b> Education Programs Consultant	
<b>Email Address</b> NWavrin@cde.ca.gov		<b>Telephone</b> 916-327-3932	
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 		<b>Date</b> March 27, 2019	
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>			
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>			
<b>Printed Name of Authorized Agent</b> Jorge A. Aguilar		<b>Title</b> Superintendent	
<b>Email Address</b> superintendent@scusd.edu		<b>Telephone</b> 916-643-9010	
<b>Signature</b> 		<b>Date</b> 4/12/19	

*Handwritten initials*

### Grant Award Notification (Continued)

1. General Assurances are hereby incorporated by reference. The California Department of Education (CDE) has agreed to accept the assurances your agency currently provides in the Consolidated Application. The CDE will verify if your agency has submitted required certifications and assurances on the CDE Request for Applications web page at <https://www.cde.ca.gov/fg/aa/co/ca18rfa.asp> prior to initial grant award payment.
2. **Note to Nonpublic Schools (NPS):** The CDE has agreed to accept the signed Drug-Free Workplace Certification your agency currently provides with the end-of-year renewal application. The CDE will verify your agency has submitted the required certification prior to initial grant award payment.
3. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the Grant Award Notification (AO-400), which certifies the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed AO-400 to the CDE. Upon receipt, an initial payment will be issued to your County Treasurer or agency. All approved project funds must be expended within the designated award period.
4. The use of grant funds must be used to implement the WorkAbility I (WAI) Program as indicated in the project plan.
5. Projects must have representation by their WAI Program project staff at two region and one state required meeting per year.
6. If a project receives committee funds, then attendance by committee members is required at up to four committee meetings per year.
7. The grantee must maintain expenditure reports with supporting evidence and be prepared to submit them to the CDE upon request. The CDE has the authority to conduct program and fiscal reviews or audits.
8. The grantee must submit to the CDE an **Interim Expenditure Report** no later than **February 27, 2019**, for reporting actual expenditures from **July 1, 2018, through December 31, 2018**. If reported interim expenditures are less than the initial payment, then the scheduled interim payment will be reduced proportionately.
9. The grantee must submit to the CDE a **Final Expenditure Report** no later than **August 1, 2019**. Upon receipt of the Final Expenditure Report, up to 100 percent of the grant total will be reimbursed. Failure to submit the Final Expenditure Report prior to next year's state grant award issuance will affect next year's payment.
10. Under authority of the CDE, if the agency is identified as noncompliant, special conditions will be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Those agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.

If you have any fiscal questions regarding this grant, please contact Ploua Vue, Staff Services Analyst, Special Education Division, by phone at 916-327-3530 or by email at [SEDgrant@cde.ca.gov](mailto:SEDgrant@cde.ca.gov).

cc: Business Fiscal Officer: Expenditure Report

APR 01 2019

California Department of Education  
Fiscal Administrative Services Division  
AO-400 (REV. 9/2014)

**Grant Award Notification**

**RECEIVED**

<b>GRANTEE NAME AND ADDRESS</b> Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870			<b>CDE GRANT NUMBER</b>			
			<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
			18	13430	67439	01
<b>Attention</b> Jorge Aguilar, Superintendent			<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> Sacramento City Unified SELPA 3412			<b>Resource Code</b>	<b>Revenue Object Code</b>	34	
<b>Telephone</b> 916-643-9000			3315	8182	<b>INDEX</b>	
<b>Name of Grant Program</b> 2018-19 Federal Preschool Grants						0663
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>
	\$272,858		\$272,858		07/01/2018	09/30/2020
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>	
84.173A	H173A180120	Individuals with Disabilities Education Act Part B, Section 619			United States Department of Education	
<p>I am pleased to inform you that you have been funded for the Federal Preschool Grants award specifically allocated for special education and related services to children with disabilities for ages three, four, and five.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Teresa Campbell, Associate Governmental Program Analyst Teaching and Learning Support Branch Special Education Division, Administrative Services Unit California Department of Education 1430 N Street, Room 2401 Sacramento, CA 95814-5901</p>						
<b>California Department of Education Contact</b> Chris Essman, Special Education Division				<b>Job Title</b> Education Programs Consultant		
<b>Email Address</b> <a href="mailto:cessman@cde.ca.gov">cessman@cde.ca.gov</a>					<b>Telephone</b> 916-327-3507	
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> March 21, 2019	
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>						
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>						
<b>Printed Name of Authorized Agent</b>				<b>Title</b>		
<b>Email Address</b>					<b>Telephone</b>	
<b>Signature</b> 					<b>Date</b>	

### Grant Award Notification (Continued)

The following grant conditions apply:

1. This grant was awarded to the California Department of Education (CDE) by the U.S. Department of Education (ED). This program is authorized under the Individuals with Disabilities Education Act (IDEA), Part B, Section 619, as amended on December 3, 2004, and codified under Public Law (PL) 108-446, 20 *United States Code (USC)* 1400 et seq. Implementing regulations for this program are in Title 34 of the *Code of Federal Regulations (CFR)* Part 300. This grant shall be administered in accordance with the provisions of the IDEA.
2. IDEA, Part B funds are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified in 2 *CFR* Part 200 and commonly referred to as the Uniform Guidance. The Uniform Guidance provisions in 2 *CFR* Part 200 replace provisions previously found in the Education Department General Administrative Regulations, or EDGAR, in 34 *CFR* parts 74 and 80, and prior Office of Management and Budget (OMB) Circulars A-87 and A-133.
3. General assurances and certifications are required for grants supported by federal funds and are hereby incorporated by reference. The CDE has agreed to accept the assurances your agency currently provides in the Consolidated Application. Information about the general assurances and certifications are available on the CDE General Assurances 2018-19 web page at <http://www.cde.ca.gov/fg/fo/fm/generalassurances2018.asp>.
4. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the AO-400, which certifies the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed AO-400 to the CDE.
5. The grantee must complete and return the enclosed Expenditure Report. Please ensure that these funds are appropriately reported by using the Standardized Account Code Structure indicated on this award. All approved project funds must be expended within the designated award period. Refer to the enclosed Expenditure Report for detailed information on reporting requirements and payment reimbursements. Note: The Federal Cash Management Improvement Act of 1990 was enacted by PL 101-453 and codified at 31 *USC* sections 3335, 6501, and 6503. The implementing regulations are provided in Title 31 of the *CFR* Part 205. In accordance with Title 31 *CFR* Part 205.10, the CDE grant allocations must be limited to the actual, immediate cash requirements of the grantee.
6. Upon completion of grant conditions 3 through 5, the initial payment will be processed up to the actual expenditures reported.
7. The grantee must have a negotiated, approved, federally recognized indirect cost rate (ICR) for agency-wide and general management costs according to *CFR* Part 200.331(a)(4). The CDE-approved rates for local educational agencies are available on the CDE Indirect Cost Rates (ICR) web page at <http://www.cde.ca.gov/fg/ac/ic/>. The grantee must complete the ICR Report and return with the Final Expenditure Report.
8. The grantee must return to the CDE the Final Expenditure Report and ICR Report no later than October 10, 2020, in order to meet end-of-year federal reporting and payment deadlines. Upon receipt of these documents, up to 100 percent of the grant will be reimbursed.

**Grant Award Notification (Continued)**

9. Under the False Claims Act, each recipient awarded funds under the IDEA shall promptly refer to the ED Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Information about the ED OIG Hotline is available on the OIG Hotline Fraud Prevention Web page at <http://www2.ed.gov/about/offices/list/oig/hotline.html>.
10. Under authority of the CDE, if your agency is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.

If you have any fiscal questions regarding this grant, please contact Teresa Campbell, Associate Governmental Program Analyst, Special Education Division, by phone at 916-327-3675 or by email at [SEDgrants@cde.ca.gov](mailto:SEDgrants@cde.ca.gov).

cc: Business Fiscal Officer: Expenditure Report  
Special Education Local Plan Area Director



OFFICE OF THE SUPERINTENDENT  
 Sacramento City Unified School District  
 APR 01 2019  
 RECEIVED

**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870	<b>CDE GRANT NUMBER</b>			
	<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
	18	13379	67439	01
<b>Attention</b> Jorge Aguilar, Superintendent	<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> Sacramento City Unified SELPA 3412	<b>Resource Code</b>	<b>Revenue Object Code</b>	34	
<b>Telephone</b> 916-643-9000	3310	8181	<b>INDEX</b>	
<b>Name of Grant Program</b> 2018-19 Local Assistance Entitlements				0663

<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>
	\$9,230,210		\$9,230,210		07/01/2018	09/30/2020

<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>	<b>Federal Agency</b>
84.027A	H027A180116	Individuals with Disabilities Education Act Part B, Section 611	United States Department of Education

I am pleased to inform you that you have been funded for a Local Assistance Entitlements grant to support the expense of educating identified students with disabilities.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Ploua Vue, Staff Services Analyst  
 Teaching and Learning Support Branch  
 Special Education Division, Administrative Services Unit  
 California Department of Education  
 1430 N Street, Room 2401  
 Sacramento, CA 95814-5901

<b>California Department of Education Contact</b> Chris Essman, Special Education Division	<b>Job Title</b> Education Programs Consultant
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<b>Email Address</b> cessman@cde.ca.gov	<b>Telephone</b> 916-327-3507
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<b>Signature of the State Superintendent of Public Instruction or Designee</b> ▶ 	<b>Date</b> March 21, 2019
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**CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS**

*On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.*

<b>Printed Name of Authorized Agent</b>	<b>Title</b>
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<b>Email Address</b>	<b>Telephone</b>
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<b>Signature</b> ▶	<b>Date</b>
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### Grant Award Notification (Continued)

The following grant conditions apply:

1. This grant was awarded to the California Department of Education (CDE) by the U.S. Department of Education (ED). This program is authorized under the Individuals with Disabilities Education Act (IDEA), Part B, Section 611, as amended on December 3, 2004, and codified under Public Law (PL) 108-446, 20 *United States Code (USC)* 1400 et seq. Implementing regulations for this program are in Title 34 of the *Code of Federal Regulations (CFR)* Part 300. This grant shall be administered in accordance with the provisions of the IDEA.
2. IDEA, Part B funds are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified in 2 *CFR* Part 200 and commonly referred to as the Uniform Guidance. The Uniform Guidance provisions in 2 *CFR* Part 200 replace provisions previously found in the Education Department General Administrative Regulations, or EDGAR, in 34 *CFR* parts 74 and 80 and prior Office of Management and Budget (OMB) Circulars A-87 and A-133.
3. General assurances and certifications are required for grants supported by federal funds and are hereby incorporated by reference. Information about the general assurances and certifications are available on the CDE General Assurances 2018-19 web page at <https://www.cde.ca.gov/fq/fo/fm/generalassurances2018.asp>.
  - a. For grantees that are school districts, county offices of education, or charter schools, the CDE has agreed to accept the assurances your agency currently provides in the Consolidated Application.
  - b. For grantees that are state agencies, the general assurances and certification do not need to be signed and returned; however, your agency must download and keep these documents on file for compliance reviews, complaint investigations, or audits. Forms are available at the CDE Funding Forms web page at <https://www.cde.ca.gov/fq/fo/fm/>.
4. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the AO-400, which certifies the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed AO-400 to the CDE.
5. In accordance with 34 *CFR* Section 300.134(b), the grantee must make the determination of the proportionate share of federal funds available to serve parentally placed private school children with disabilities under 34 *CFR* Section 300.133(b), including the determination of how the proportionate share of those funds was calculated. The grantee must complete and return the enclosed Proportionate Share Calculation (PSC) Worksheet. In addition, the grantee must submit the enclosed Proportionate Share Assurance (PSA) for each of its member local educational agencies (LEA) who report zero children with disabilities enrolled by their parents in private schools. If the PSA is applicable, then it must be included with the PSC worksheet. These documents must accompany the initial Expenditure Report.
6. The grantee must complete and return the enclosed Expenditure Report. Please ensure that these funds are appropriately reported by using the Standardized Account Code Structure indicated on this award. All approved project funds must be expended within the designated award period. Refer to the enclosed Expenditure Report for detailed information on reporting requirements and payment reimbursements. Note: The Federal Cash Management Improvement Act of 1990 was enacted by PL 101-453 and codified at 31 *USC* sections 3335, 6501, and 6503. The implementing regulations are provided in Title 31 of the *CFR* Part 205. In accordance with Title 31 *CFR* Part 205.10, the CDE grant allocations must be limited to the actual, immediate cash requirements of the grantee.

### Grant Award Notification (Continued)

7. Upon completion of grant conditions 3 through 6, the initial payment will be processed up to the actual expenditures reported.
8. Grantees that are school districts, county offices of education, or charter schools must have a negotiated, approved, federally recognized indirect cost rate (ICR) for agency-wide and general management costs according to *CFR* Part 200.331(a)(4). The CDE-approved rates for LEAs are available on the CDE ICR web page at <https://www.cde.ca.gov/fg/ac/ic/>. The grantee must complete the ICR Report and return with the Final Expenditure Report. This grant condition does not apply to grantees that are state agencies.
9. The grantees must return to the CDE the Final Expenditure Report and ICR Report (if applicable) no later than October 9, 2020, in order to meet end-of-year federal reporting and payment deadlines. Upon receipt of these documents, up to 100 percent of the grant will be reimbursed.
10. Under the False Claims Act, each recipient awarded funds under the IDEA shall promptly refer to the ED Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Information about the ED OIG Hotline is available on the OIG Hotline Fraud Prevention web page at <https://www2.ed.gov/about/offices/list/oig/hotline.html>.
11. Under authority of the CDE, if your agency is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.

If you have any fiscal questions regarding this grant, please contact Ploua Vue, Staff Services Analyst, Special Education Division, by phone at 916-327-3530 or by email at [SEDgrants@cde.ca.gov](mailto:SEDgrants@cde.ca.gov).

cc: Business Fiscal Officer: Expenditure Report, PSC Worksheet, PSA, and ICR Report  
Special Education Local Plan Area Director



## Inspector Agreement

THIS INSPECTOR AGREEMENT ("Agreement") is entered into as of April 24, 2019 by and between the Sacramento City Unified School District, a California public school district (the "DISTRICT") and MCF Construction Services, an Independent Contractor, hereinafter referred to as "INSPECTOR". District and Inspector are each a "Party" and together are the "Parties" to this Agreement.

### RECITALS:

A. DISTRICT intends to construct the SCUSD Central Kitchen facility, hereinafter the "Project".

B. Education Code section 17311 and Title 24 of the California Code of Regulations (hereinafter "Title 24") require DISTRICT to provide for competent, adequate and continuous inspection for each construction project by a project inspector satisfactory to the Architect or Structural Engineer in general responsible charge of observation of the work of construction.

C. DISTRICT desires to retain INSPECTOR to provide inspection services on the Project. INSPECTOR shall have all of the duties and responsibilities of an inspector, as set forth in Education Code section 17309 et seq. Title 24 of the California Code of Regulations, including sections 4-336 and 4-342.

D. Government Code section 53060 authorizes DISTRICT to contract with persons to furnish special services and advice to District in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required.

E. INSPECTOR is at least 25 years of age, has had at least three years prior experience in inspection or construction work on building projects of a type similar to the projects for which INSPECTOR is proposed as the inspector, has a thorough knowledge of building materials, is able to read and interpret plans and specifications and has been approved as a project inspector by the Structural Safety Section, Division of the State Architect (hereinafter "DSA").

F. DISTRICT desires to contract with INSPECTOR to provide inspection services to DISTRICT on the terms and conditions set forth below, and INSPECTOR desires the same. INSPECTOR acknowledges that District is required to obtain DSA approval prior to using INSPECTOR'S services on the project. INSPECTOR agrees to do all acts necessary to timely obtain DSA approval.

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

### **ARTICLE 1: DUTIES OF THE INSPECTOR**

The duties of the INSPECTOR shall include the duties of the inspector set forth in Education Code sections 17309 et seq., and Title 24 of the California Code of Regulations, and future amendments thereto, including the duties set forth below.

A. General. INSPECTOR shall provide competent, adequate, and continuous inspection during construction or alteration satisfactory to the Project Manager, Architect and DSA. INSPECTOR shall act under the direction of the Architect, or Structural Engineer if applicable, as

the Board of Education of DISTRICT may direct. While performing the services contemplated by this Agreement, INSPECTOR agrees to comply with all applicable laws and regulations.

B. Continuous Inspection Services. In fulfilling Inspector's responsibilities, INSPECTOR shall represent DISTRICT as the inspector on the Project job site. INSPECTOR shall have personal knowledge, obtained by his personal and continuous inspection of the work of construction at all stages of its progress, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work to insure a workmanlike job is constructed in conformity with the contract documents, all applicable requirements of the DSA and all applicable federal and state laws and local ordinances.

Work such as concrete work or brick work which can be inspected only as it is placed will require the constant presence of INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while INSPECTOR is not present. In any case, INSPECTOR must personally inspect every part of the work. In no event shall INSPECTOR have or assume any duties which will prevent INSPECTOR from continuous inspection of the work of construction in all stages of its progress at the site where INSPECTOR is responsible for inspection.

C. Personal Knowledge. INSPECTOR may obtain personal knowledge of the work of construction, either on site or off site, performed under the inspection of a special inspector or inspector, if any (Section 4-333 of Title 24), from the reporting of others on testing or inspection of materials and workmanship for compliance with the plans, specifications and applicable standards. The exercise of reasonable diligence to obtain the facts shall be required.

D. Relations With Architect Or Engineer. INSPECTOR shall work under the general direction of the Architect or Structural Engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the Architect or Structural Engineer for interpretation and instructions. In no case, however, shall the instruction for the Architect or Structural Engineer be construed to cause work to be done which is not in conformity with the approved plans, specifications and change orders.

E. Job File. INSPECTOR shall keep a file of approved plans and specifications (including all approved addenda or change orders) on the job at all times, and shall immediately return any unapproved documents to the Architect or Structural Engineer for proper action. INSPECTOR shall have and maintain on the job at all times all codes and documents referred to in the plans and specifications.

F. Semimonthly Reports. INSPECTOR shall keep the Architect or Structural Engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required by Section 4-337 of Title 24, signed by the INSPECTOR. A copy of each such report shall be sent to the DISTRICT's Deputy Superintendent/CFO as designee of the Board of Education of DISTRICT, and to DSA. Failure to comply with Section 4-337 is cause for DSA to withdraw approval of INSPECTOR.

G. Notifications to Division of the State Architect. INSPECTOR shall notify the DSA (1) when work is started on the Project or restarted if previously suspended per no. 4 below, (2) at least 48 hours in advance of the time when foundation trenches will be complete, ready for footing

forms, (3) at least 48 hours in advance of the first pour of foundation concrete and 24 hours in advance of any subsequent and significant concrete pour, and (4) when all work is suspended for a period of more than two weeks.

H. Construction Procedure Records. INSPECTOR shall keep a record of certain phases of construction procedure including but not limited to the following: (1) the time and date of placing concrete and the time and date of removal of forms in each portion of the structure; (2) identification marks of welders, lists of defective welds, manner of correction of defects, and other matters regarding welding operations; (3) penetration under the last ten (10) blows for each pile when piles are driven for foundations. All such records of construction procedure shall be kept on the job until completion of the work, and shall be made a part of the permanent school records.

I. Deviations. INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to contractor's attention. Copies of such notices shall be forwarded immediately to the Architect or Structural Engineer, and to the DSA. INSPECTOR shall safeguard the interest of the District in the construction of the project.

Failure on the part of INSPECTOR to notify the contractor of the deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by contractor's contract in accordance with the approved plans and specifications and all laws and regulations.

J. Verified Reports. From time to time, as the work of construction or alteration progresses, INSPECTOR shall prepare and submit to the DSA verified reports, signed by the Architect or Structural Engineer and INSPECTOR, upon forms prescribed by the DSA, based upon INSPECTOR'S personal knowledge (as defined in Education Code section 17309 that the work during the period covered by the report has been performed and materials have been used and installed, in every material respect, in compliance with the approved plans and specifications, setting forth such detailed statements of fact as are required by the DSA in accordance with Section 4-336 of Title 24. INSPECTOR shall also prepare and deliver to the DSA detailed statements of fact regarding materials, operations and other matters related to the work of construction when requested.

K. No Authority To Contract. INSPECTOR shall have no authority to contract on behalf of DISTRICT.

L. If not already set forth herein, INSPECTOR must:

- a. Be familiar with the plans, specifications, change orders, and the contractor's operations during all phases of the project.
- b. Observe, check and measure items used in the project for compliance with the plans, specifications, change orders, and technical instructions from the Architect.
- c. Maintain a daily report/log describing the general work performed by the contractor, noting problems, rejections of materials or work and unusual events. The report/log shall be filled daily, tersely and factually. The report/log shall reflect the contractor's activities each day. This and all other reports shall be timely and properly completed. All reports and records created or maintained by INSPECTOR shall be District's sole property.
- d. Supervise on-site testing and ensure that all required tests are performed by a competent testing laboratory, contractor or engineer as specified in the Contract

Documents. Check and report to the Project Manager and the Architect laboratory tests indicating defective materials or other problems. Check billings from testing laboratories to see that billings reflect only tests actually requested and performed. Maintain a daily log of inspection by testing lab.

- e. Make sure that the required record drawings are accurately marked up as required.
- f. Report to the Project Manager and the Architect verbally and in writing: (1) poor performance by the contractor; (2) acts prejudicial to the District's interest; and, (3) work performed or materials used which are not in conformance with the Contract Documents.
- g. Assist the Project Manager and the Architect in the final inspection and project acceptance phase.
- h. Upon request, provide the District with a written report regarding contractor's performance on the Project.
- i. Maintain an effective working relationship with the contractor, District personnel and Architect.
- j. Be tactful, firm and fair in insisting that contractor adhere to the Contract Documents.
- k. Attempt to foresee methods or materials which will not be acceptable and immediately bring these facts to the contractor's attention in order to avoid removal of work already in place.
- l. Attempt to anticipate the contractor's problems and review with the Project Manager anticipated schedules and work involved prior to the commencement of a new trade on the job.
- m. Attempt to foresee the need for all required tests and inspections.
- n. When notified by contractor, arrange for all tests and inspections which are required by the Contract Documents, arrange for prompt notification of the Architect of the results of the tests and inspections, and record Architect's approval or rejection.
- o. Refuse to allow any related work to be installed until shop drawings have received final approval from the Architect.
- p. Ensure that Architect's verbal instructions during field inspections are written in the Daily Report/Log for that day or in the Field Instruction Sheet.
- q. Be responsible for slump tests and for taking concrete test cylinders for each concrete pour and marking them for identification. Inspector shall make arrangements for transportation and storage of test materials.
- r. Receive samples which are required to be furnished at the job site; record date received and from whom; notify Architect of their readiness for examination, record Architect's approval or rejection; and maintain custody of approved samples.
- s. Inspect all materials immediately upon their delivery to the site to ensure that they comply with the Contract Documents and are in a good and acceptable condition. Exert extreme care to ensure that no communications to the contractor or contractor's agents are misinterpreted as changes in the scope of the work.
- t. Assist in the completion and submission of DSA close out documents as required by DSA.
- u. INSPECTOR may be required to utilize construction program management software, such as, but not limited to, e-Builder™.

this M. Restrictions on the Inspector's Authority. In the performance of the duties required by Agreement, the INSPECTOR exercises limited authority. The INSPECTOR shall not:

- a. Authorize deviations from the Contract Documents;
- b. Avoid conducting any required tests;
- c. Enter the area of responsibility of the contractor's field superintendent;

- d. Expedite the job for the contractor;
- e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;
- f. Approve shop drawings or samples;
- g. Authorize or advise the District to occupy the project, in the whole or in part, prior to final acceptance of the project;
- h. Interfere in contractor/subcontractor relationships.

#### **ARTICLE 2: VIOLATIONS OF THE FIELD ACT**

Failure, refusal or neglect on the part of INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal or neglect to report immediately, in writing, any such violation to the Architect or Structural Engineer, to DISTRICT's Chief Business Officer, as designee of the Board of Education of DISTRICT, and to the DSA shall constitute a violation of the Field Act and shall be cause for the DSA to take action which may result in the withdrawal of the INSPECTOR'S approval.

In accordance with Education Code section 17312, any person who violates the Field Act (Education Code sections 17280 through 17313), or makes any false statement in any verified report or affidavit required pursuant to that Act is guilty of a felony.

#### **ARTICLE 3: TERM**

The term of this Agreement shall commence on April 24, 2019, and shall terminate upon completion and acceptance by the Board of Education of DISTRICT of the construction project(s) for which INSPECTOR was retained, unless earlier terminated as provided in the Agreement.

#### **ARTICLE 4: COMPENSATION**

DISTRICT agrees to pay INSPECTOR for services rendered and accepted by DISTRICT at the rate of \$90.00 per hour, \$135.00 per overtime hour. Total compensation shall not exceed Two Hundred Forty-Four Thousand, Three Hundred Fifty Dollars (\$344,350.00) for this Agreement. INSPECTOR will be paid for hours worked (not a lump sum), and shall record all hours worked in a daily log which shall be submitted to the District on a weekly basis.

Payment will be made within 30 days upon submission of periodic invoices to: Jeff Bozeman, Project Manager, Planning and Construction, Sacramento City Unified School District, 425 1<sup>st</sup> Avenue, Sacramento, CA 95818. Invoices must show the number of hours worked, the Agreement number, the project name and location and must contain the INSPECTOR'S original signature on all copies. INSPECTOR'S failure to maintain required records or to properly submit invoices may result in non-payment to INSPECTOR.

INSPECTOR agrees that if the construction schedule is interrupted for an unusual period of time, INSPECTOR shall not charge unreasonably for services rendered during the period of interruption.

#### **ARTICLE 5. TERMINATION**

Either party may terminate this Agreement, without cause, at any time by giving the other party thirty (30) days written notice of termination. The effective date of termination shall occur thirty (30) days after the day on which the party terminating this Agreement personally delivers written notice of termination to the other party or mails such notice of termination in accordance with paragraph 9 of this Agreement.



**ARTICLE 6: INDEPENDENT CONTRACTOR**

A. It is agreed that the relationship between DISTRICT and INSPECTOR is one of independent contractor and that no relationship of employer-employee or agency exists between the parties hereto.

B. All persons employed by INSPECTOR or acting at the direction of the INSPECTOR to assist INSPECTOR in rendering the services to be provided under this Agreement shall be entirely and exclusively employees and agents of the INSPECTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharge, or any other terms of employment or requirements of law, shall be determined by INSPECTOR, and DISTRICT shall have no right or authority over such persons or the terms of such employment. INSPECTOR shall comply with any applicable prevailing wage laws.

C. INSPECTOR hereby indemnifies, holds harmless and agrees to defend DISTRICT, its Board members, officers, directors, agents and employees from any contention by a third party that an employer-employee or agency relationship exists between DISTRICT and INSPECTOR, its agents and employees by reason of this Agreement.

D. INSPECTOR and his/her/its employees and agents performing services related to this Agreement are not agents or employees of 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 performing such services.

E. INSPECTOR and his/her/its agents and employees performing services related to this Agreement are not employees of DISTRICT for federal or state tax purposes or for any other purpose. DISTRICT shall have no obligation to pay wages to such persons or to withhold payroll taxes from compensation paid to such persons for services under this Agreement. INSPECTOR shall be solely responsible for payment of wages, if any, and employer's payroll tax liability related thereto. INSPECTOR agrees to indemnify, defend and hold the District, its Board members, agents, officers and employees harmless from any liability which INSPECTOR may incur to the Federal or State governments as a consequence of this Agreement. All payments to INSPECTOR shall be reported to the appropriate State and Federal tax authorities as required.

F. It is further understood and agreed by the parties hereto that in the performance of INSPECTOR's obligations under this Agreement, INSPECTOR is subject to the control or direction of DISTRICT merely as to the designation of tasks to be performed, and results to be accomplished by the services agreed to be rendered and performed under this Agreement, and not as to the means and methods for accomplishing the result.

G. If in the performance of this Agreement any third persons are employed by DISTRICT, such persons shall be entirely and exclusively under the direction, supervision and control of DISTRICT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by DISTRICT, and INSPECTOR shall have no right or authority over such persons or the terms of such employment. Nothing contained in the Agreement shall be deemed to create any contractual relationship between the INSPECTOR and the Architect or contractor, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Architect or the INSPECTOR which does not otherwise exist.

#### **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 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 by INSPECTOR, INSPECTOR will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to DISTRICT.

DISTRICT has determined that INSPECTOR'S services will result in limited contact with pupils. INSPECTOR is required to comply with the conditions listed in Exhibit A, Contractor's certification of compliance with District fingerprinting and security requirements. If INSPECTOR is unwilling to comply, INSPECTOR'S employees may not enter any school site until INSPECTOR provides certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed inspectors.

#### **ARTICLE 8: INDEMNIFICATION AND EXCULPATION**

INSPECTOR shall indemnify, hold DISTRICT and its Board members, agents, employees and officers harmless from and defend DISTRICT against all claims, demands, actions or liability for injury or damage, including attorney's fees and costs, to persons or property arising for any reason from the services to be performed by INSPECTOR under this Agreement.

#### **ARTICLE 9: INSURANCE**

INSPECTOR shall maintain comprehensive general liability insurance during the life of this Agreement and shall provide the DISTRICT with a current certificate of insurance evidencing its general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured. INSPECTOR shall carry workers' compensation coverage for INSPECTOR's employees rendering services to DISTRICT under this Agreement. DISTRICT assumes no liability for workers' compensation or for loss, damage or injury to persons or property in the performance of the services rendered by INSPECTOR under this Agreement. The insurance shall protect the INSPECTOR from the claims set forth below that may arise out of or result from the INSPECTOR'S performance of services or failure to perform services under this Agreement:

- a. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;
- b. Claims for damages because of bodily injury, occupational sickness or disease or death of Inspector's employees, agents or invitees;
- c. Claims for damages because of bodily injury or death of any person;
- d. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Inspector or (2) by any other person
- e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use therefrom; or
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The Inspector's comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:



**Comprehensive General Liability**

Personal Injury:  
\$1,000,000 Each Occurrence  
\$1,000,000 Aggregate

Property Damage:  
\$1,000,000 Each Occurrence  
\$1,000,000 Aggregate

**Comprehensive Automobile Liability**

Bodily Injury:  
\$1,000,000 Each Person/Occurrence

Property Damage:  
\$1,000,000 Each Occurrence

**ARTICLE 10: NOTICE**

All notices or other communications that one party may be required to desire to give to the other party under this Agreement shall be in writing and shall be served personally or by certified or by first class or overnight mail, postage prepaid, addressed as follows or to such other address as either party may provide to the other party in writing:

**DISTRICT:**

Sacramento City Unified School District  
Jessica Sulli, Contracts  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

**INSPECTOR:**

Matthew C. Fabian  
MCF Construction Services  
4991 Keane Drive  
Carmichael, CA 95608

**ARTICLE 11: NONASSIGNABILITY**

INSPECTOR is specially trained and competent to render the services to be provided under this Agreement. INSPECTOR shall not assign or subcontract all or any part of this Agreement or obligation of INSPECTOR under this Agreement or any interest therein, without the prior written consent of DISTRICT.

**ARTICLE 12: CONFLICT OF INTEREST**

A. INSPECTOR shall abide by and be subject to all applicable DISTRICT policies, regulations, statutes or other laws regarding conflict of interest.

B. INSPECTOR 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, Inspector shall not hire any employee of the United States government to perform any service covered by this Agreement.

C. INSPECTOR affirms to the best of its/his/her knowledge, there exists no actual or potential conflict of interest between Inspector's family, business or financial interest and the services provided under this Agreement, and in the event of 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 13: MODIFICATION IN WRITING**

This Agreement may not be modified, changed, or supplemented, nor may any modifications under this Agreement be waived, except by written instruments signed by both parties.

**ARTICLE 14: NONDISCRIMINATION**

It is the policy of the District that in connection with all services performed under Agreement, 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 15: CALIFORNIA LAW**

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

**ARTICLE 16: BINDING EFFECT**

This Agreement shall be binding upon DISTRICT and INSPECTOR, their heirs, executors, administrators, successors and assigns.

**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, and each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

**ARTICLE 18: COUNTERPARTS**

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile or original, with all signatures appended together, shall be deemed a fully executed Agreement.

**ARTICLE 19: INTERPRETATION**

The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

**ARTICLE 20: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

Executed on the day and year first above written.

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**MCF CONSTRUCTION SERVICES**

By: \_\_\_\_\_  
Jorge A. Aguilar  
Superintendent

By: \_\_\_\_\_  
Matthew C. Fabian  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## EXHIBIT A

### CONTRACTOR CERTIFICATION

**Fingerprinting:** Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that its employees providing that service 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 must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the Agreement. The school district may determine, under 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, 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. The District has also determined 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. Contractor 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. Contractor employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all of its 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, Contractor cannot adhere to the conditions stated above, Contractor shall so inform the District and shall assign only those employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, 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 terminate the Agreement at any time for noncompliance.

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Matthew C. Fabian  
Owner

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Date