



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1a

**Meeting Date:** October 17, 2019

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

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Business Services

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

**Background/Rationale:**

**Financial Considerations:** See attached.

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

**Documents Attached:**

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

<p><b>Estimated Time of Presentation:</b> N/A <b>Submitted by:</b> Rose Ramos, Chief Business Officer Jessica Sulli, Contract Specialist <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
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## **GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE**

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
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### **SPECIAL EDUCATION**

California Department of Education A20-00042	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2018/19	\$477,659 No Match
<p>7/1/19 – 9/30/21: Mental Health Average Daily Attendance (ADA) Allocation Grant. This federal grant is allocated to Special Education Local Planning Areas (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.</p>		

California Department of Education A20-00043	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2018/19	\$14,601 No Match
<p>7/1/19 – 9/30/21: Alternate Dispute Resolution (ADR) Grant. Funding for the ADR process to respond to and resolve local complaints and concerns regarding the implementation of the Individuals with Disabilities Education Act. The ADR process is a desirable and effective practice that supports the positive interaction and collaboration among parents and educators, and promotes the implementation and use of conflict resolution throughout the state.</p>		

### **YOUTH DEVELOPMENT**

California Department of Education A20-00044	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2018/19	\$8,041,150 33% Match
<p>7/1/19-6/30/20: One After School Education and Safety (ASES) Grant. Program Components include educational and enrichment elements focusing on activities that reinforce and complement the academic programs, as well as recreational and youth development. ASES grant provides funding for programming at 52 program sites. \$7,741,543.80 for After School and \$299,606.11 for Supplemental (Summer) programs.</p>		

## **EXPENDITURE AND OTHER AGREEMENTS**

### **Unrestricted Funds**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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#### **LEGAL SERVICES**

Lozano-Smith, LLP SA20-00109	7/1/19 – 6/30/20: General counsel services and other legal services as needed.	\$2,000,000 General Funds
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#### **TECHNOLOGY SERVICES**

AMS.net, Inc. R20-02248	11/1/19 – 10/31/20: Cisco SMARTnet Service Technical Support ensures availability of support, required security updates, and maintenance for mission critical infrastructure hardware and software; facilitates rapid problem resolution; and improves operational efficiency of our critical business processes and systems. Purchasing Services finds it is in the best interest of the District to utilize GSA Contract GS-35F-0022W for this purchase.	\$253,354 General Funds
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## **NOTICES OF COMPLETION – FACILITIES PROJECTS**

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

<b>Contractor</b>	<b>Project</b>	<b>Completion Date</b>
Saenz Landscape Construction Co.	H.W. Harkness Outdoor Learning Space Phase 2	8/28/19

SEP 24 2019

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

OFFICE OF THE SUPERINTENDENT  
 Sacramento City Unified School District

**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> 19	<b>PCA</b> 15197	<b>Vendor Number</b> 67439	<b>Suffix</b> 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> 3327	<b>Revenue Object Code</b> 8182	34	
<b>Telephone</b> 916-643-9000					<b>INDEX</b>	
<b>Name of Grant Program</b> 2019-20 Mental Health Average Daily Attendance (ADA) Allocation					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>
	\$477,659		\$477,659		07/01/2019	09/30/2021
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>		<b>Federal Agency</b>		
84.027A	H027A190116	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 Mental Health ADA Allocation grant. Funds shall be allocated to Special Education Local Plan Areas (SELPA) for pupils with mental health-related services required by their individualized education program. The grant amount is based on the 2018-19 Second Principal (P-2) Apportionment ADA calculations.						
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:						
Liem Vo, 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						
<b>California Department of Education Contact</b> Chris Essman				<b>Job Title</b> Education Programs Consultant		
<b>Email Address</b> cessman@cde.ca.gov				<b>Telephone</b> 916-327-3507		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 				<b>Date</b> September 16, 2019		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>						
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> Rose Ramos				<b>Title</b> Chief Business Officer		
<b>Email Address</b> rose-ramos@sccusd.edu				<b>Telephone</b> 916-643-9055		
<b>Signature</b> 				<b>Date</b> 10-2-19		

### 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 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 at the CDE General Assurances 2019-20 web page at <https://www.cde.ca.gov/fq/fo/fm/generalassurances2019.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 to the CDE. Please ensure 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 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 provide for each member local educational agency receiving IDEA funds the 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/fq/ac/ic/>. The grantee must complete the ICR Report and return with the Final Expenditure Report.
8. The grantee must complete and return to the CDE the Final Expenditure Report and ICR Report no later than **October 8, 2021**, 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 <https://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 Liem Vo, Associate Governmental Program Analyst, Special Education Division, by phone at 916-327-3676 or by email at [SEDgrants@cde.ca.gov](mailto:SEDgrants@cde.ca.gov).

cc: Business Fiscal Officer: Expenditure Report and ICR Report  
SELPA Director

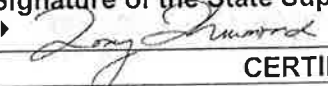
RECEIVED

SEP 24 2019

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

OFFICE OF THE SUPERINTENDENT  
Sacramento City Unified School District

**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>
				19	13007	67439	E1
<b>Attention</b> Jorge Aguilar, Superintendent				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> Sacramento City Unified 3412				<b>Resource Code</b>	<b>Revenue Object Code</b>		34
<b>Telephone</b> 916-643-9000				3395	8182		<b>INDEX</b>
<b>Name of Grant Program</b> 2019-20 Alternate Dispute Resolution Expansion 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>	
	\$14,601		\$14,601		07/01/2019	09/30/2021	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
84.027A	H027A190116	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 the Alternate Dispute Resolution Expansion Program Grant.							
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:							
Liem Vo, 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							
<b>California Department of Education Contact</b> Allison Smith, Special Education Division				<b>Job Title</b> Special Education Consultant			
<b>Email Address</b> asmith@cde.ca.gov					<b>Telephone</b> 916-319-0377		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> September 12, 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> Rose Ramos				<b>Title</b> Chief Business Officer			
<b>Email Address</b> rose-ramos@scusd.edu					<b>Telephone</b> 916-643-9055		
<b>Signature</b> 					<b>Date</b> 10-2-19		

### 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 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 2019-20 web page at <https://www.cde.ca.gov/fq/fo/fm/generalassurances2019.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, 2019-20 Alternate Dispute Resolution (ADR) Expansion Program Supplemental Assurances Statement, and 2019-20 ADR Expansion Program Progress Report to the CDE. Please ensure 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. The intent of the grant is to spend all funds within the fiscal year. Refer to the 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 ICR web page at <https://www.cde.ca.gov/fq/ac/ic/>. The grantee must provide their ICR and the total indirect cost claimed on the Final Expenditure Report.
8. The grantee must return to the CDE the Final Expenditure Report and required documents no later than October 9, 2021, 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. To continue receiving grant payments, the grantee must complete and return the enclosed 2019-20 ADR Expansion Program Progress Report to the ADR mailbox at [ADR@cde.ca.gov](mailto:ADR@cde.ca.gov) on the basis of the reporting periods provided on the form. To request a digital copy of the 2019-20 ADR Expansion Program Progress Report, please email [ADR@cde.ca.gov](mailto:ADR@cde.ca.gov). ADR Expansion Program funding may be impacted by the data and information provided.
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 Liem Vo, Associate Governmental Program Analyst, Special Education Division, by phone at 916-327-3676 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: ADR Expansion Program Supplemental Assurances Statement and ADR Expansion Program Progress Report

RECEIVED

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

SEP 24 2019

OFFICE OF THE SUPERINTENDENT  
 Sacramento City Unified School District

**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> Jorge Aguilar, Superintendent Sacramento City Unified 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>	
		19	23939	67439	EZ	
<b>Attention</b> Expanded Learning Programs Coordinator		<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		<b>COUNTY</b>		
<b>Program Office</b> Expanded Learning Office		<b>Resource Code</b>	<b>Revenue Object Code</b>	34		
<b>Telephone</b> 916-643-9000		6010	8590	<b>INDEX</b>		
<b>Name of Grant Program</b> After School Education and Safety Program				0150		
<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>
	\$8,041,149.91		\$8,041,149.91		07/01/2019	06/30/2020
<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 After School Education and Safety 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:  <div style="text-align: center;">                     Andrea Shumate, Associate Governmental Program Analyst                      Expanded Learning Division                      California Department of Education                      1430 N Street, Suite 3400                      Sacramento, CA 95814-5901                 </div>						
<b>California Department of Education Contact</b> Andrea Shumate				<b>Job Title</b> Associate Governmental Program Analyst		
<b>E-mail Address</b> ashumate@cde.ca.gov				<b>Telephone</b> 916-445-5620		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 				<b>Date</b> September 18, 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> Rose Ramos				<b>Title</b> Chief Business Officer		
<b>E-mail Address</b> rose-ramos@scusd.edu				<b>Telephone</b> 916-643-9055		
<b>Signature</b> 				<b>Date</b> 10-2-19		

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**SERVICES AGREEMENT**

**Date:** July 1, 2019 **Place:** Sacramento, California

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

**Recitals:**

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Attorney and to have said Attorney render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Attorney is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

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

**ARTICLE 1. SERVICES.**

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

Legal Counsel with respect to matters District specifically refers to Attorney; Legal services as reasonably required to represent District in such matters as may arise through the course of the school year; Take reasonable steps to keep District informed of significant developments and respond to District's inquiries regarding those matters.

**ARTICLE 2. TERM.**

This Agreement shall commence on July 1, 2019 and continue through June 30, 2020, 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.

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**ARTICLE 3. PAYMENT.**

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

Fee Rate: Attorney will be paid for services rendered based upon the attached rate schedule (Exhibit B) with a not to exceed amount of Two Million Dollars (\$2,000,000). Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects.

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

**ARTICLE 4. EQUIPMENT AND FACILITIES.**

District will provide Attorney with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Attorney under this Agreement. Attorney will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

**ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT**

The Attorney understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Attorney shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Attorney must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Attorney'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.**

Attorney's relationship to the District under this Agreement shall be one of an independent contractor. The Attorney and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement. The Attorney and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Attorney acknowledges and agrees that it is the sole responsibility of the Attorney to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Attorney'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 Attorney 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 Attorney 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, Attorney 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. Attorney is required to comply with the conditions listed in Exhibit A, Certification of Compliance. If the Attorney is unwilling to comply with these requirements, the Attorney's employees may not enter any school site until the Attorney provides the certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed Attorneys.

#### **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 consultants.

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. GENERAL LIABILITY INSURANCE.**

Prior to commencement of services and during the life of this Agreement, Attorney shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. 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 Attorney to the District.

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**ARTICLE 9(a). PROFESSIONAL LIABILITY INSURANCE**

Prior to the commencement of services under this Services Agreement, the Attorney shall furnish to the District satisfactory proof that the Attorney has purchased professional liability coverage, on a claims made basis, extending protection to Attorney in an amount no less than Five Million Dollars (\$5,000,000) per claim, and Five Million Dollars (\$5,000,000) in the annual aggregate.

Each of Attorney's consultants shall, to the extent available, have errors and omissions insurance for their services as required or approved by the District. The District may, at its discretion and according to the circumstances, approve a variation in the foregoing insurance requirement, upon a determination that the coverage, scope, limits, and/or forms of such insurance are not commercially available.

**ARTICLE 10. TERMINATION.**

The District may terminate this Agreement without cause upon giving the Attorney thirty days written notice. Notice shall be deemed given when received by Attorney, 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 Attorney; (b) any act by the Attorney exposing the District to liability to others for personal injury or property damage; or (c) the Attorney confirms its insolvency or is adjudged a bankrupt; Attorney makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Attorney'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 Attorney. 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 Attorney. 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 Attorney. 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:



<p>District: Sacramento City Unified School District PO Box 246870 Sacramento CA 95824-6870 Attn: Jessica Sulli, Contracts</p>	<p>Attorney: Lozano Smith One Capitol Mall, Suite 640 Sacramento, CA 95814 Attn: Jerome M. Behrens, Attorney</p>
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**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 Attorney shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Attorney 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, Attorney shall not hire any employee of the United States government to perform any service covered by this Agreement.

Attorney affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Attorney’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. Attorney agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

**ARTICLE 16. 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 17. 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 Attorney pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

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**ARTICLE 18. APPLICABLE LAW/VENUE.**

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

**ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.**

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

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

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**LOZANO SMITH, LLP**

By: \_\_\_\_\_  
Rose Ramos  
Chief Business Officer

By: \_\_\_\_\_  
Jerome M. Behrens  
Attorney at Law

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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**EXHIBIT A**

**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. Attorney 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. Attorney will immediately report to District any apparent violation of these conditions.
5. Attorney shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Attorney cannot adhere to the conditions stated above, the Attorney 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 Attorney shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

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Jerome M. Behrens  
Attorney at Law

---

Date

EXHIBIT B

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

1. HOURLY PROFESSIONAL RATES

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

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

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

2. BILLING PRACTICE

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

Travel time shall be charged only from the attorney’s nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

**ADDENDUM TO  
LOZANO SMITH SERVICES AGREEMENT**

This Addendum, which shall be effective upon approval of the Lozano Smith Services Agreement for the 2019-2020 fiscal year, and any subsequent fiscal years approved by the District, provides as follows:

1. Periodic Monitoring. The District's in-house counsel shall monitor periodically, at least quarterly, in addition to reviewing the monthly invoices of Lozano Smith, the matters assigned to Lozano Smith. In-house counsel shall report to the Superintendent, based upon the services provided.
2. Case and Matter Matrix. To assist the periodic monitoring, Lozano Smith shall provide, on a monthly basis, a matrix and brief description of the cases and matters assigned to Lozano Smith.

Lozano Smith's responsible partner, Jerry Behrens, shall be the primary contact for the services provided to the District. This Addendum is incorporated by reference to the Lozano Smith Services Agreement.



**AMS.NET, Inc.**  
 502 Commerce Way, Livermore, CA 94551  
 925-245-6100 • 925-245-6150 Fax  
 www.ams.net

## Customer Price Quote

### Customer

Sacramento City Unified School District  
 5735 47TH Ave Fl 2  
 Sacramento CA, 95824-4528 US  
 ATTN: Elliot Lopez

### Ship To

Sacramento City Unified School District  
 5735 47TH Ave Fl 2  
 Sacramento, CA 95824-4528  
 ATTN: Elliot Lopez

### Quote Description

Cisco SMARTnet 2019-2020 REV1 - GSA Contract: GS-35F-0022W

Quote #	#Q-00038811
Project #	90103
Modified	10/9/2019
Account Mgr.	Jared Bayless
AM Phone	(925) 245-6186
AM Email	jbayless@ams.net
Inside Account Mgr.	Mike Bruington
IAM Phone	(925) 245-6165
IAM Email	mbruington@ams.net
Quote Exp.	1/4/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
1	<b>CON-SNTP-M36X24FS</b> SMARTNET 24X7X4 ME3600X Ethernet Access Switch 24 GE SFP  Serial Numbers: FOC1647V1R7 , FCW2024H0CJ, FCW2024H0G7	Cisco Systems Inc.	3.00	\$1,310.51	\$3,931.53
2	<b>CON-SNT-AIRCT855</b> SMARTNET 8X5XNBD CSC 8500 Srs Wireless Cntrlr Sup 500 Aps  Serial Numbers: 1460715731	Cisco Systems Inc.	1.00	\$4,112.16	\$4,112.16
3	<b>CON-SNT-WSC296XL</b> SMARTNET 8X5XNBD Catalyst 2960-X 48 GigE PoE 740W, 2 x 10  Serial Numbers: FOC1738S132	Cisco Systems Inc.	1.00	\$345.22	\$345.22
4	<b>CON-SNT-ASA-SSPC</b> SMARTNET 8X5XNBD ASA 5585-X CX SSP-20  Serial Numbers: JAD17260093	Cisco Systems Inc.	1.00	\$3,410.33	\$3,410.33

5	<b>CON-SW-C45X32SF</b> SMARTNET NO RMA Catalyst 4500-X 32 Port 10G IP Base, Fro  Serial Numbers: JAE194301XE	Cisco Systems Inc.	1.00	\$1,016.84	\$1,016.84
6	<b>CON-SW-WSC365FD</b> SMARTNET NO RMA Cisco Catalyst 3650 48 Port Full PoE 2x1  Serial Numbers: FDO1948E2NL	Cisco Systems Inc.	1.00	\$409.90	\$409.90
7	<b>CON-SNT-3925</b> SMARTNET 8X5XNBD Cisco 3925 w/SPE100  Serial Numbers: FJC2009D0NG	Cisco Systems Inc.	1.00	\$987.18	\$987.18
8	<b>CON-SNT-2951V</b> SMARTNET 8X5XNBD Cisco 2951 Voice Bundle  Serial Numbers: FJC2004A0KQ , FTX1513AJX3, FCZ1525204M , FTX1553AK8Y, FTX1553AK90 , FTX1603AH1A, FTX1603AH38, FTX1603AH39, FTX1603AH3C, FTX1603AH3E, FTX1603AH3U, FTX1602AL64, FTX1602AL5Q, FTX1602AL5N, FTX1602AL5P, FTX1603AH04, FTX1603AH05, FTX1603AH08, FTX1603AH06, FTX1603AH0E , FTX1602AL4T, FTX1602AL4S, FTX1602AL4K, FTX1602AL4N, FTX1602AL4Q, FTX1602AL4W, FTX1602AL4V, FTX1602AL50, FTX1602AL52, FTX1602AL59, FTX1602AL54, FTX1602AL5J, FTX1602AL5M, FTX1602AL4Y, FTX1602AL5G, FTX1602AL5V, FTX1602AL5X, FTX1602AL5Z, FTX1602AL53, FTX1602AL5B, FTX1602AL5F, FTX1602AL5D, FTX1602AL5S, FTX1603AH0N, FTX1603AH0G , FTX1603AH0T, FTX1603AH0T, FTX1603AH0A, FTX1603AH0L, FTX1603AH0Q, FTX1603AH0H, FTX1603AH0K, FTX1603AH0X, FTX1603AH10, FTX1603AH13, FTX1603AH16, FTX1603AH0Y, FTX1603AH0Z, FTX1603AH12, FTX1603AH18, FTX1603AH19, FTX1603AH0U, FTX1603AH1F, FTX1603AH1G, FTX1603AH14, FTX1603AH17, FTX1603AH2A, FTX1603AH2C, FTX1603AH2K, FTX1603AH15 , FTX1603AH2L, FTX1603AH2S, FTX1603AH2U, FTX1603AH2N, FTX1603AH2P	Cisco Systems Inc.	75.00	\$860.65	\$64,548.75
9	<b>CON-ECMU-P2XLF1H</b> SWSS UPGRADES PI 2.x - Lifecycle - 100 Device Lic	Cisco Systems Inc.	3.00	\$1,185.54	\$3,556.62
10	<b>CON-ECMU-CMBUNDK9</b> SWSS UPGRADES CCX 8.5 5 Seat CCX ENH CM Bundle - AVAIL	Cisco Systems Inc.	1.00	\$456.03	\$456.03
11	<b>CON-ECMU-LICCT8T1</b> SWSS UPGRADES 1 AP Adder License	Cisco Systems Inc.	747.00	\$15.16	\$11,324.52
12	<b>CON-ECMU-UWLST1K</b> SWSS UPGRADES Svcs Mapping SKU, 1K-10K UWL STD users	Cisco Systems Inc.	2264.00	\$36.90	\$83,541.60

13	<b>CON-ECMU-SSLEDA</b> SWSS UPGRADES Services Mapping SKU, Under 1K UWL STD	Cisco Systems Inc.	223.00	\$36.90	\$8,228.70
14	<b>CON-SAS-5LRGLC</b> SW APP SUPP ACS 5 Large Deployment Add-on License	Cisco Systems Inc.	1.00	\$1,097.73	\$1,097.73
15	<b>CON-ECMU-P2XLF1K</b> SWSS UPGRADES PI 2.x - Lifecycle - 1K Device Lic	Cisco Systems Inc.	3.00	\$9,094.20	\$27,282.60
16	<b>CON-ECMU-P2XLF50</b> SWSS UPGRADES PI 2.x - Lifecycle - 50 Device Lic	Cisco Systems Inc.	1.00	\$697.88	\$697.88
17	<b>CON-ECMU-P122SW</b> SWSS UPGRADES Prime Infrastructure 2.2 Software	Cisco Systems Inc.	1.00	\$3.30	\$3.30
18	<b>CON-ECMU-PI2XBASE</b> SWSS UPGRADES Prime Infrastructure 2.x Base License	Cisco Systems Inc.	1.00	\$12.52	\$12.52
19	<b>CON-SNTP-ASR920SZ</b> SNTC-24X7X4 Cisco ASR920 Series - 24GE Fiber and 4-1  Serial Numbers: CAT2232V4BC	Cisco Systems Inc.	1.00	\$517.20	\$517.20
20	<b>CON-SNTP-ASR920SI</b> SMARTNET 24X7X4 Cisco ASR920 Series	Cisco Systems Inc.	1.00	\$80.81	\$80.81
21	<b>CON-SNTP-ASR92024</b> SMARTNET 24X7X4 Cisco ASR920 Series	Cisco Systems Inc.	1.00	\$172.40	\$172.40
22	<b>CON-ECMU-LICCT8T1</b> SWSS UPGRADES 1 AP Adder License	Cisco Systems Inc.	97.00	\$7.25	\$703.25
23	<b>CON-SNT-ASR920SZ</b> SNTC-8X5XNBD Cisco ASR920 Series - 24GE Fiber and 4-1  Serial Numbers: CAT2325V0NJ	Cisco Systems Inc.	1.00	\$104.86	\$104.86
24	<b>CON-SNT-ASR920SI</b> SMARTNET 8X5XNBD Cisco ASR920 Series	Cisco Systems Inc.	1.00	\$26.22	\$26.22
25	<b>CON-SNT-C98G16</b> SMARTNET 8X5XNBD MDS9148 w/16p enabled,16x8GFC SW opt 2PS  Serial Numbers: AMS15401177, AMS15400308	Cisco Systems Inc.	2.00	\$358.50	\$717.00
26	<b>CON-ECDN-INTPC40</b> ESS WITH 8X5XNBD IntPkg C40 - NPP, Rmt Cntrl, 1 Mic, Cbls ++  Serial Numbers: FTX1550C0CQ, FTX1550C0BP, FTX1550C0BQ, FTX1550C0CS*  * This device can only receive support through 6/30/20.	Cisco Systems Inc.	4.00	\$1,077.69	\$4,310.76

	Pricing has been adjusted accordingly.				
27	<p><b>CON-ECDN-HD80P4XS</b> ESS WITH 8X5XNBD PrecisionHD 1080p x4</p> <p>Serial Numbers: B1AB46D00595, B1AB46D00599, B1AB46D00537, B1AB44D00435</p> <p>* This device can only receive support through 6/30/20. Pricing has been adjusted accordingly.</p>	Cisco Systems Inc.	4.00	\$233.02	\$932.08
28	<p><b>CON-SNT-2C6508</b> SMARTNET 8X5XNBD 5108 Blade Server Chassis</p> <p>Serial Numbers: FOX1547G0CA , FOX1546GNKX</p>	Cisco Systems Inc.	2.00	\$65.24	\$130.48
29	<p><b>CON-SNT-A85S2K9</b> SMARTNET 8X5XNBD ASA 5585-X Chassis with SSP20, 8GE, 2GE</p> <p>Serial Numbers: JMX1553700E, JMX1553700F</p>	Cisco Systems Inc.	2.00	\$3,795.84	\$7,591.68
30	<p><b>CON-SNT-3925V</b> SMARTNET 8X5XNBD Cisco 3925 Voice Bundle, UC License PAK</p> <p>Serial Numbers: FTX1553AK33, FTX1553AK3A, FTX1553AK3B, FTX1553AK34 , FTX1553AK37, FTX1553AK3E , FTX1553AK3L, FTX1553AK3Q, FTX1553AK39, FTX1553AK3Z, FTX1553AK3K , FTX1553AJWL</p>	Cisco Systems Inc.	12.00	\$985.86	\$11,830.32
31	<p><b>CON-SNTP-M36X24TS</b> SMARTNET 24X7X4 ME3600X Ethernet Access Switch 24 10/100</p> <p>Serial Numbers: FOC1549X2L6</p>	Cisco Systems Inc.	1.00	\$980.99	\$980.99
32	<p><b>CON-SNTP-ME3600XA</b> SMARTNET 24X7X4 ME3600X Advanced Metro IP Access License</p>	Cisco Systems Inc.	1.00	\$210.88	\$210.88
33	<p><b>CON-SNTP-LME360XG</b> SMARTNET 24X7X4 ME3600X 10GE Upgrade Lic w/Ele Delivery</p>	Cisco Systems Inc.	1.00	\$158.16	\$158.16
34	<p><b>CON-SNTP-VS13E2T</b> SMARTNET 24X7X4 Catalyst Chassis+Fan Tray + Sup2T; IP Se</p> <p>Serial Numbers: FOX1539GGXH</p>	Cisco Systems Inc.	1.00	\$9,923.22	\$9,923.22



**AMS.NET, Inc.**

502 Commerce Way, Livermore, CA 94551

925-245-6100 • 925-245-6150 Fax

[www.ams.net](http://www.ams.net)

## Order Summary

Subtotal	\$253,353.72
Adjustment	\$0.00
Estimated Taxes	\$0.00
<b>Total</b>	<b>\$253,353.72</b>



## Terms and Conditions

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. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. 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. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. 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 are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to [service@ams.net](mailto:service@ams.net) A copy of AMS.NET's full RMA policy is available for review online at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

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.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at [www.cisco.com/go/cloudterms](http://www.cisco.com/go/cloudterms) (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



**AMS.NET, Inc.**

502 Commerce Way, Livermore, CA 94551  
925-245-6100 • 925-245-6150 Fax  
www.ams.net

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291629

C7 License: 763508

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

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

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