



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

AGENDA

Board Room
10055 Slater Avenue
Fountain Valley, CA

August 24, 2017

- CALL TO ORDER: 5:30PM
- ROLL CALL
- APPROVAL OF AGENDA

M _____
 2nd _____
 V _____

BOARD WORKSHOPS

**1. WORKSHOP ON THE NEXT STEPS IN THE PROCESS TO SELL
CROSSROADS OFFICE PARK**

Superintendent Mark Johnson Ed.D and Assistant Superintendent, Business Services Christine Fullerton will join the Board for a discussion of the next steps and timeline in the process to sell the Crossroads Office Park. This is a two story, professional building owned by the District, the purpose of which was to generate an alternative revenue stream for the District’s General Fund.

2. DISCUSSION ON THE INVESTMENT INCOME FROM FUND 40-41

Superintendent Mark Johnson Ed.D and Assistant Superintendent, Business Services Christine Fullerton will join the Board for a preliminary discussion of the process for annually allocating proceeds generated from the investment in Fund 40-41 and other alternative revenue streams.

- PUBLIC COMMENTS

Speakers may address the Board of Trustees on Closed Session Items. Please comply with procedures listed on the goldenrod form “For Persons Wishing to Address the Board of Trustees” and give the form to the Executive Assistant.

- CLOSED SESSION

Our mission is to promote a foundation for academic excellence, mastery of basic skills, responsible citizenship, and a desire by students to achieve their highest potential through a partnership with home and community.

The Board of Trustees will retire into Closed Session to address the following:

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board’s designated representative, Cathie Abdel.
- OPEN SESSION: 7:00PM
- PLEDGE OF ALLEGIANCE

BOARD REPORTS AND COMMUNICATIONS

Board Members will make the following reports and communicate information to fellow Board Members and staff.

PUBLIC COMMENTS

Members of the community and staff are welcome to address the Board of Trustees on any item listed on the Agenda of Business or any other item of specific concern. Speakers are requested to limit their presentation to four minutes unless the time is waived by a majority of the Board Members present. If a member of the audience requests a response to their comments, the Board of Trustees may ask the Superintendent/Staff to respond to them personally or in writing after the meeting, or direct that additional information be provided to the Board on a future agenda.

*** BOARD MEMBERS WHO WISH TO DISCUSS WITH STAFF ANY ITEMS LISTED UNDER LEGISLATIVE SESSION SHOULD INFORM THE BOARD PRESIDENT AT THIS TIME.

LEGISLATIVE SESSION

3. GLOBAL ADOPTION OF UPDATES TO BOARD POLICIES AND BOARD BYLAWS SINCE ADOPTION OF UPDATED BOARD POLICY MANUAL, JANUARY 2017 (FIRST READING)

M ___
2nd ___
V ___

At the January 12, 2017 Board meeting, the Board of Trustees approved second reading and global adoption of an updated Board Policy Manual. This adoption followed extensive review and revision to our manual in order to ensure that all policies and Board bylaws were current. In order to continue this effort, staff is bringing policies and Board bylaws in need of revision since the review process.

Superintendent's Recommendation: It is recommended that the Board of Trustees approve for first reading Global Adoption of Updates to Board Policies and Board

Bylaws.

4. APPROVAL OF MINIMUM PURCHASE PRICE FOR THE SALE OF THE DISTRICT’S CROSSROADS OFFICE PARK PROPERTY

M ___
2nd ___
V ___

The Governing Board of the Fountain Valley School District previously adopted Resolution No. 2017-17, thereby declaring the District’s property located at 265 S. Anita Drive, Orange, California (known generally as the Crossroads Office Park) (“Property”) surplus, and authorizing the sale of the Property. Said Resolution indicates that the minimum purchase price for the Property shall be no less than the appraised value or fair market value as determined by the Board. Staff has obtained a valuation of the Property and recommends the minimum price for the sale of the Property be set by the Governing Board at Seven Million Seven Hundred Ninety Nine Thousand Fifty Dollars (\$7,799,050.00).

Superintendent's Recommendation: Approval by the Governing Board of a minimum purchase price for the sale of the District’s property located at 265 S. Anita Drive, Orange, California (known generally as the Crossroads Office Park) in the amount of Seven Million Seven Hundred Ninety Nine Thousand Fifty Dollars (\$7,799,050.00).

5. APPROVAL OF RESOLUTION 2018-07 EDUCATION PROTECTION ACCOUNT (EPA) FUNDING AND SPENDING DETERMINATIONS FOR THE 2017-18 FISCAL YEAR

M ___
2nd ___
V ___

In November of 2012, Proposition 30, The Schools and Local Public Safety Protection Act of 2012, was approved by the voters. Tax revenues from Proposition 30 are being deposited at the state level into the Education Protection Account (EPA). Funds from this account are then dispersed to school districts as well as other agencies.

Superintendent's Recommendation: It is recommended that the Board of Trustees adopts resolution 2018-07 approving the expenditure of Education Protection Account funds to be received quarterly during the 2017-18 fiscal year.

6. ADOPTION OF DISTRICT PRIORITIES

M ___
2nd ___
V ___

Each year, the Board of Trustees discusses and revises, as needed, the District Priorities, setting the vision for the Fountain Valley School District.

Superintendent’s Recommendation: It is recommended that the Board of Trustees adopt the District Priorities 2017-18.

7. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

M ___
2nd ___
V ___

All items listed under the Consent Calendar and Routine Items of Business are considered by the Board of Trustees to be routine and will be enacted by the

Board in one action. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar.

Superintendent's Recommendation: The Board of Trustees approves all items listed under the Consent Calendar and Routine Items of Business in one action.

Routine Items of Business

- 7-A.** Board Meeting Minutes from July 13 regular meeting
- 7-B.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 7-C.** Donations
- 7-D.** Warrants
- 7-E.** Purchase Order Listing
- 7-F.** Budget Adjustments

Consent Items

- 7-G. AGREEMENT FOR PROFESSIONAL SERVICES WITH ATKINSON, ANDELSON, LOYA, RUUD & ROMO**

Superintendent's Comments: It is recommended that the Board of Trustees approves the Agreement For Special Services with Atkinson, Andelson, Loya, Ruud & Romo, through July 31, 2020, and authorizes the Superintendent or designee to sign all documents.

- 7-H. AUTHORIZATION TO USE ANAHEIM UNION HIGH SCHOOL DISTRICT BID (#2015-26 DAIRY) FOR THE PURCHASE OF DAIRY PRODUCTS**

Superintendent's Comments: It is recommended that the Board of Trustees approves the use of the 2017-2018 rollover of the Anaheim Union High School District Bid (#2015-26 Milk and Dairy Products) ("piggyback") for the purchase of dairy products.

- 7-I. APPROVE THE CONTRACT WITH MICROSOFT, INC. FOR OFFICE 365 ANNUAL LICENSE**

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with Microsoft Inc., for the Office 365 annual licenses.

- 7-J. AGREEMENT WITH CORINNE LOSKOT CONSULTING INC., IN ORDER TO ASSIST WITH OBTAINING STATE SCHOOL FACILITIES FUNDING**

Superintendent's Comments: It is recommended that the Board of Trustees approves the Agreement with Corinne Loskot Consulting, Inc. in order to assist the District in obtaining State School Facilities Funds.

- 7-K. AGREEMENT WITH KEY ANALYTICS FOR ANALYTICAL AND**

OPERATIONAL SUPPORT SERVICES FOR MEASURE O BOND FUNDS

Superintendent's Comments: It is recommended that the Board of Trustees approves the Agreement with Key Analytics for analytical and operational support services for Measure O bond funds.

7-L. MANDATE BLOCK GRANT

Superintendent's Comments: It is recommended that the Fountain Valley School District elects Block Grant funding effective for the 2016-17 fiscal year and authorizes the Superintendent or his designee to sign all documents.

7-M. CAPITAL FACILITIES FUND DEVELOPER FEES

Superintendent's Comments: It is recommended that the Board of Trustees accepts the report on the use of the Capital Facilities Fund income and expenditures.

7-N. 2017-18 COPIER AND RISOGRAPH MAINTENANCE AGREEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approves the attached maintenance agreements with Metro. It is further recommended that the Board approves a delegation of authority to the Superintendent, or his designee, to execute these maintenance agreements.

7-O. AGREEMENT WITH TLC AUCTIONS FOR DISPOSAL OF DISTRICT SURPLUS PROPERTY

Superintendent's Comments: It is recommended that the Board of Trustees approves the annual agreement with TLC Auctions and authorizes the Superintendent or designee to sign all related documents.

7-P. APPROVE DISTRICT USE OF CMAS CONTRACT WITH ADVANTAGE WEST FOR PROCUREMENT OF JANITORIAL SUPPLIES

Superintendent's Comments: It is recommended that the Board of Trustees approves the District's use of CMAS contract 4-13-73-0024A and delegates to the Assistant Superintendent, Business the authority to execute any related documents.

7-Q. CSPP CONTRACT 2017-18

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2018-08 to approve Contract Number CSPP-7342 with the California Department of Education for the State Preschool Program for the school year 2017-18 and authorizes Mona Green, Child Care Programs Director, to sign all documents.

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

The Board President will receive any announcements concerning new items of business from board members or the superintendent.

- CLOSED SESSION
- APPROVAL TO ADJOURN

The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, September 7, 2017 at 7:00pm.

A copy of the Board Meeting agenda is posted on the District's web site (www.fvsd.us). Materials related to this agenda submitted to the Board of Trustees less than 72 hours prior to the meeting are available for public inspection by contacting the Superintendent's Office at 10055 Slater Avenue, Fountain Valley, CA 92708 or call 714.843.3255 during normal business hours.

Regular Board meeting proceedings are tape recorded.

Reasonable Accommodation for any Individual with a Disability: Any individual with a disability who requires reasonable accommodation to participate in a board meeting may request assistance by contacting the Superintendent's office: 10055 Slater Avenue, Fountain Valley, CA 92708 or call (714) 843-3255 or FAX (714) 841-0356.

Board meeting of August 24, 2017



Fountain Valley School District
Business Services Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **WORKSHOP ON THE NEXT STEPS IN THE PROCESS TO SELL
CROSSROADS OFFICE PARK**
DATE: August 21, 2017

Background:

Superintendent Mark Johnson Ed.D and Assistant Superintendent, Business Services Christine Fullerton will join the Board for a discussion of the next steps and timeline in the process to sell the Crossroads Office Park. This is a two story, professional building owned by the District, the purpose of which was to generate an alternative revenue stream for the District's General Fund.

Board meeting of August 24, 2017



Fountain Valley School District
Business Services Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **DISCUSSION ON THE INVESTMENT INCOME FROM FUND 40-41**
DATE: August 21, 2017

Background:

Superintendent Mark Johnson Ed.D and Assistant Superintendent, Business Services Christine Fullerton will join the Board for a preliminary discussion of the process for annually allocating proceeds generated from the investment in Fund 40-41 and other alternative revenue streams.



Fountain Valley School District
Business Services Division

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **GLOBAL ADOPTION OF UPDATES TO BOARD POLICIES AND BOARD BYLAWS SINCE ADOPTION OF UPDATED BOARD POLICY MANUAL, JANUARY 2017 (FIRST READING)**
DATE: August 21, 2017

Background:

At the January 12, 2017 Board meeting, the Board of Trustees approved second reading and global adoption of an updated Board Policy Manual. This adoption followed extensive review and revision to our manual in order to ensure that all policies and Board bylaws were current. In order to continue this effort, staff is bringing policies and Board bylaws in need of revision since the review process.

The follow Board Policies and Board Bylaws are being revised and brought to the Board for first reading:

0420 Comprehensive Safety Plan
0520.2 Title I Program Improvement Schools
0520.3 Title I Program Improvement Districts
1230 School-Connected Organizations
1340 Access to District Records
1312.3 Uniform Complaint Procedures
3230 Federal Grant Funds
3260 Fees and Charges
3270 Sale and Disposal of Books Equipment and Supplies
3311 Bids
3311.1 Uniform Public Construction Cost Accounting Procedures
3541.2 Transportation for Students With Disabilities
3553 Free and Reduced Price Meals
3555 Nutrition Program Compliance
3580 District Records
4112.2 Certification
4112.21 Interns
4113 Assignment
4121 Temporary-Substitute Personnel

4154 Health and Welfare Benefits
4312.1 Contracts
5030 Student Wellness
5111 Admission
5111 Admissions Update
5113 Absences and Excuses
5117 Interdistrict Attendance
5141.52 Suicide Prevention
5145.3 NonDiscrimination Harassment
5145.7 Sexual Harassment
5148 Child Care Development
5148.2 Before and After School Programs
5148.3 Preschool Early Childhood Education
6170.1 Transitional Kindergarten
6173 Education for Homeless Children
6174 Education for English Language Learners
6179 Supplemental Instruction
7214 General Obligation Bonds
9012 Board Member Electronic Communications
9222 Resignation
9240 Board Training
9270 Conflict of Interest
9321 Closed Session Purposes and Agendas
9323 Meeting Conduct
9323.2 Actions by the Board

Copies of the revisions to the above policies and Board bylaws are available in the Superintendent's Office. Please contact 714.843.3255 to request a copy.

Recommendation:

It is recommended that the Board of Trustees approves for first reading Global Adoption of Updates to Board Policies and Board Bylaws.



Fountain Valley School District
Business Service Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **APPROVAL OF MINIMUM PURCHASE PRICE FOR THE SALE
OF THE DISTRICT'S CROSSROADS OFFICE PARK PROPERTY**
DATE: August 21, 2017

Background:

The Governing Board of the Fountain Valley School District previously adopted Resolution No. 2017-17, thereby declaring the District's property located at 265 S. Anita Drive, Orange, California (known generally as the Crossroads Office Park) ("Property") surplus, and authorizing the sale of the Property. Said Resolution indicates that the minimum purchase price for the Property shall be no less than the appraised value or fair market value as determined by the Board. Staff has obtained a valuation of the Property and recommends the minimum price for the sale of the Property be set by the Governing Board at Seven Million Seven Hundred Ninety Nine Thousand Fifty Dollars (\$7,799,050.00).

Recommendation:

Approval by the Governing Board of a minimum purchase price for the sale of the District's property located at 265 S. Anita Drive, Orange, California (known generally as the Crossroads Office Park) in the amount of Seven Million Seven Hundred Ninety Nine Thousand Fifty Dollars (\$7,799,050.00).



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services Isidro Guerra, Director, Fiscal Services
SUBJECT: **Approval of Resolution 2018-07 Education Protection Account (EPA) Funding and Spending Determinations for the 2017-18 Fiscal Year**
DATE: August 14, 2017

Background:

In November of 2012, Proposition 30, The Schools and Local Public Safety Protection Act of 2012, was approved by the voters. Tax revenues from Proposition 30 are being deposited at the state level into the Education Protection Account (EPA). Funds from this account are then dispersed to school districts as well as other agencies.

Pursuant to Article XIII, Section 36 of the California Constitution, school districts, county offices of education and community college districts are required to determine how the moneys received from the Education Protection Account are spent in the school or schools within its jurisdiction, provided that the governing board makes the spending determinations in an open session of a public meeting. The language in the constitutional amendment requires that funds shall not be used for the salaries and benefits of administrators or any other administrative costs.

Recommendation:

It is recommended that the Board of Trustees adopts resolution 2018-07 approving the expenditure of Education Protection Account funds to be received quarterly during the 2017-18 fiscal year.

FOUNTAIN VALLEY SCHOOL DISTRICT

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
FOUNTAIN VALLEY SCHOOL DISTRICT**

**RESOLUTION 2018-07
EDUCATION PROTECTION ACCOUNT**

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education

Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Fountain Valley School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Fountain Valley School District has determined to spend the monies received from the Education Protection Act as attached.

DATED: August 24, 2017.

Sandra Crandall, President

Lisa Schultz, President Pro-Tem

Jim Cunneen, Clerk

Ian Collins, Member

Jeannie Galindo, Member

2017-18 Education Protection Account
Program by Resource Report
Expenditures by Function - Detail

Expenditures through: June 30, 2018
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
LCFF Sources	8010-8099	3,735,011.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		3,735,011.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	3,735,011.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		3,735,011.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

Board meeting of August 24, 2017



Fountain Valley School District
Business Services Division

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **ADOPTION OF DISTRICT PRIORITIES**
DATE: August 21, 2017

Background:

Each year, the Board of Trustees discusses and revises, as needed, the District Priorities, setting the vision for the Fountain Valley School District.

Recommendation:

It is recommended that the Board of Trustees adopts the District Priorities 2017-18.



DISTRICT PRIORITIES
2017-2018

1. Increase Student Academic Success for All Students.

- 1.1 Enhance collaboration to share best practices with a focus on effective instruction in all preschool through eighth grade classrooms.
- 1.2 Continue to develop the leadership capacity within the organization to successfully implement instructional initiatives resulting in increased student achievement.
- 1.3 Use assessment results to improve initial instruction, intervention and enrichments.
- 1.4 Continue to implement the California Standards in ELA, math, science, and history, with fidelity.
- 1.5 Increase the effective use of technology to improve student achievement.
- 1.6 Explore and analyze the English Language Development Standards, and make recommendations for future implementation.

2. Sustain an Inclusive, Caring and Collaborative Culture.

- 2.1 Continue to promote and support a culture of high expectations with a focus on increased collaboration, shared decision making and mutual respect for all students, staff and families.
- 2.2 Expand leadership opportunities to engage staff and further the vision of the District.
- 2.3 Continue to develop and define District protocols and practices leading to greater organizational efficiency and effectiveness.
- 2.4 Serve and support all stakeholders by providing exceptional customer service.

3. Align Resources to Maximize Achievement of All Students.

- 3.1 Continue to prioritize, monitor and review District expenses to ensure fiscal prudence.
- 3.2 Increase general fund revenues through improved enrollment and student attendance.
- 3.3 Manage investments and leased properties to maximize alternative revenue streams.
- 3.4 Work with associations to strengthen relationships and ensure fiscal solvency.
- 3.5 Support and enhance the role of the Fountain Valley Schools Foundation as our partner to enrich preschool through eighth grade educational experiences.
- 3.6 Seek out and utilize grants, donations, partnerships with PTA/O's, businesses, and community groups to supplement District and school site revenues.

4. Expand Communication with Staff, Families and Community Members to Increase Engagement.

- 4.1 Effectively use various communication processes and technology tools to engage all stakeholders.
 - Use email, School Loop, to provide timely feedback regarding student performance.
 - Provide updates to staff, families and community on school and district news.
 - Provide two-way communication opportunities to exchange ideas and information (including Associations, District Committees, Schools Foundation, PTA/O Groups, LCAP, SPC, ACE, DELAC, DAC, SSC and Surveys).
- 4.2 Attend and be visible at school, district and community events/activities.

5. Modernize Schools to Provide a Safe and Productive Learning Environment.

- 5.1 Begin to implement phase I of the Measure O bond program, using the prioritized recommendations from the Facilities Master Plan, including but not limited to airflow in classrooms and facility infrastructure upgrades.
- 5.2 Continue to improve the technology infrastructure to increase access for students and staff.

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

July 13, 2017

MINUTES

President Crandall called the regular meeting of the Board of Trustees to order at 6:30pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

Sandra Crandall	President
Lisa Schultz	President Pro Tem
Jim Cunneen	Clerk
Jeanne Galindo	Member
Ian Collins	Member

Dr. Johnson noted the following addendum to the Closed Session Agenda:

AGENDA APPROVAL

Superintendent and staff request board approval of an addendum to the Closed Session agenda of the July 13, 2017 meeting, with addition of the following item:

- Conference with Real Property Negotiator: *Government Code Section 54956.8*
Property: Approximately 12.9 acres of District land improved with approximately 40,073 sq. ft. of facilities located at 9790 Finch Avenue, Fountain Valley, California (former Fred Moiola School Site) ("Property").

Negotiating Parties: Fountain Valley School District, real property negotiators Christine Fullerton, Assistant Superintendent, Business Services and District legal counsel (Lessor), and LePort Schools, Greg Marick, Vice President, Operations & Development (Lessee).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with the possible amendment of the existing Lease Agreement for the identified Property.

This addendum is due to the need for the Board to give immediate direction on an item that came to the attention of the District after the agenda was posted.

Motion: Mr. Collins moved to approve the meeting agenda

including the addition to the Closed Session agenda.

Second: Mr. Cunneen

Vote: 5-0

There were no requests to address the Board prior to closed session.

PUBLIC COMMENTS

Mrs. Crandall announced that the Board would retire into Closed Session. Action was not anticipated. The following was addressed:

CLOSED SESSION

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
Student expulsion(s) or disciplinary matters for violation of Board Policy 5144.1.
- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board’s designated representative, Cathie Abdel.
- Public Employee Performance Evaluation:
Government Code Section 54957 & 54957.1
The Board will meet in closed session to discuss the annual performance evaluation of the superintendent.
- Conference with Real Property Negotiator:
Government Code Section 54956.8
Property: Approximately 12.9 acres of District land improved with approximately 40,073 sq. ft. of facilities located at 9790 Finch Avenue, Fountain Valley, California (former Fred Moiola School Site) (“Property”).

Negotiating Parties: Fountain Valley School District, real property negotiators Christine Fullerton, Assistant Superintendent, Business Services and District legal counsel (Lessor), and LePort Schools, Greg Marick, Vice President, Operations & Development (Lessee).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with the possible amendment of the existing Lease Agreement for the identified Property.

The public portion of the meeting resumed at 7:00pm.

PLEDGE OF
ALLEGIANCE

Mr. Collins led the Pledge of Allegiance.

BOARD REPORTS AND COMMUNICATIONS

Mr. Collins' activities since the last meeting included: Talbert promotion ceremony, City of Fountain Valley 60th Anniversary parade, Rotary meetings, and FVSF Golf Tournament planning meeting.

Mrs. Schultz's activities since the last meeting included: City of Fountain Valley 60th Anniversary parade. She congratulated Mrs. Abdel and her personnel team on the recent response to certificated postings, noting 265 applicants in a 24-hour period. She also commended staff for bringing the Director, Maintenance and Operations position to the Board this evening, noting the benefit to the District this position brings given the facilities work underway.

Mr. Cunneen's activities since the last meeting included: Masuda promotion ceremony, City of Fountain Valley 60th Anniversary parade, and Rotary meeting with presentation by newly appointed FVPD Chief, Kevin Childs.

Mrs. Galindo's activities since the last Board meeting included: Masuda promotion ceremony and City of Fountain Valley 60th Anniversary parade. She also commended the Director, Maintenance and Operations position included in the agenda for approval this evening, noting the benefit to the District.

Mrs. Crandall congratulated our promoting 8th graders, many of whom have been with us for nine years. Her activities since the last meeting included: Fulton promotion ceremony, Rotary presentation with FVPD Chief, Kevin Childs and installation of Dr. Johnson as FV Rotary President, City of Fountain Valley 60th Anniversary parade, FVPD’s 50th Anniversary celebration, Summer Harvest distribution day this past weekend, and visit to ESY Program at Plavan. She thanked the Trustees for their study of the agenda this evening, meetings with Dr. Johnson and service since the last meeting.

PUBLIC COMMENTS

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mrs. Galindo moved to approve Rejection of All Proposals for the Preconstruction and Lease-Leaseback Services for Measure O Phase 1 - School Modernization and Air Conditioning.

Second: Mr. Collins

Vote: 5-0

Motion: Mrs. Schultz moved to adopt Resolution 2018-05 Approval of Request for Proposals for Preconstruction and Lease Leaseback Services for Modernization and HVAC Project

Second: Mr. Cunneen

Vote: 5-0

Motion: Mrs. Galindo moved to approve the Consent Calendar.

Second: Mr. Collins

Vote: 5-0

The Consent Calendar included:

REJECTION OF ALL PROPOSALS FOR THE PRECONSTRUCTION AND LEASE-LEASEBACK SERVICES FOR MEASURE O PHASE 1 - SCHOOL MODERNIZATION AND AIR CONDITIONING
ADOPT RESOLUTION 2018-05 APPROVAL OF REQUEST FOR PROPOSALS FOR PRECONSTRUCTION AND LEASE LEASEBACK SERVICES FOR MODERNIZATION AND HVAC PROJECT
CONSENT CALENDAR/
ROUTINE ITEMS OF BUSINESS

- Board Meeting Minutes from June 15 regular meeting
- Board Meeting Minutes from June 22 regular meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Adjustments
- Resolution 2018-07: Payment to Mr. Collins for missed meeting
- Resolution 2018-01: Authorization Of Signatures On Replacement Warrants
- Resolution 2018-02: Appointment Of Custodian Of Revolving Cash Fund
- Resolution 2018-03: Authorization Of Approval Of Vendor Claims/Orders
- Resolution 2018-04: Authorization Of Signatures
- Record Of Eighth Grade Promotion, June 2017
- District Field Trip List 2017-18
- Educational Services Approved Independent Contractor List
- Approval Of Single Year With Annual Renewal Contract Between Fountain Valley School District And Mind Research Institute To Provide St Math To The District's Eight Schools
- Approval Of Three Year Contract Between Fountain Valley School District And TURNITIN, LLC., To Provide Writing-To-Learn Products To The District's Three Middle Schools
- Approval of District Use Of CMAS Contract And Any Extensions To Procure Copiers And Related Maintenance And Print Services To Meet The Needs Of The District
- Approval of Agreement With Vavrinek, Trine, Day & Co., LLP For Year-End Close Consulting Services
- Adoption Of Resolution 2018-06: Temporary Inter-Fund Transfers From Fund 40
- Approval Of Lease Addendums For Modular Classrooms
- Approval Of Orange County Department Of Education Sungard Contracts
- Agreement With Revenue Enhancement Group, Inc. For Assessment Refund Services
- Agreement For Special Services With School Services Of California
- 2016-17 Quarterly Report On Williams Uniform Complaints

- Retainer Agreement For Legal Services In 2017-18 School Year With The Law Offices Of Margaret A. Chidester & Associates
- Contract For Professional Development Services With Elena Macdonald
- Special Ed Settlement Agreement
- Non-Public Agency Contracts

Non-Public School/Agency	100% Contract Cost	Effective Dates
Cornerstone Therapies	N/A	7/1/17-6/30/18
Cornerstone Therapies	\$2,970	7/1/17-12/31/17
Del Sol School	N/A	7/1/17-6/30/18
Del Sol School	\$67,783	7/1/17-6/30/18
Olive Crest Academy	N/A	7/1/17-6/30/18
Olive Crest Academy	\$47,079.53	7/1/17-6/30/18
Olive Crest Academy	\$49,196.51	7/1/17-6/30/18
Olive Crest Academy	\$73,014.51	7/1/17-6/30/18
Port View Preparatory, Inc.	N/A	7/1/17-6/30/18
Port View Preparatory, Inc.	\$97,847.50	7/1/17-6/30/18
Del Sol School	N/A	6/19/17-6/30/17
Del Sol School	\$4,884	6/19/17-6/30/17

SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS

Mr. Collins Commended our staff for their efforts on behalf of ALL students.

Dr. Johnson Congratulated Mr. Collins and Mr. Cunneen for their promoting family members. In addition, he noted regarding our promotion ceremonies, that all were brilliant. As a guest at Masuda’s presentation, he noted that the speeches were three of the best he has ever heard, hands down. Moreover, he expressed his pride in the education we provide for all students, especially our young ladies. He congratulated Rob Frizelle and Cheryl Brothers for a very successful City of Fountain Valley 60th Anniversary parade. He also congratulated FVPD Chief Kevin Childs and City Manager Robert Houston, noting his excitement at the partnerships to be built with these individuals. In addition, he noted his honor at being Rotary President for the 2017-18 year. Lastly, he commended Mrs. Robinson and Amy Motsinger for our amazing Extended School Year program. He also noted his hope that everyone is enjoying a wonderful summer break. We are looking forward to staff’s return in August.

ADJOURNMENT

Motion: Mrs. Galindo moved to adjourn the meeting at 7:24pm.

Second: Mr. Collins

Vote: Unanimously approved
/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
August 24, 2017**

1.0 EMPLOYMENT FUNCTIONS:

1.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING NEW CERTIFICATED EMPLOYEES ON TEMPORARY CONTRACT FOR THE 2017-2018 SCHOOL YEAR:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.1.1	Brady, Deanna	1 st Grade	Courreges	08/31/2017
1.1.2	De Troya, Nadia	Special Education/MM	Fulton	08/31/2017
1.1.3	Lee, Monica	Special Education/MS	Fulton	08/31/2017
1.1.4	Pitsker, Erin	School Counselor	Fulton	08/31/2017
1.1.5	Talavera, Rosa	Middle School/Math	Fulton	08/31/2017
1.1.6	Velasco, Giovanni	Resource Specialist/MM	Fulton	08/31/2017
1.1.7	Williams, Craig	Resource Specialist/MM	Fulton	08/31/2017
1.1.8	Dana, Ariana	3 rd Grade	Gisler	08/31/2017
1.1.9	Hart, Alixandra	4 th Grade	Gisler	08/31/2017
1.1.10	Barham, Deborah	Middle School/ELA-Reading	Masuda	08/31/2017
1.1.11	Stimson, Stephanie	Middle School/ELA/SS	Masuda	08/31/2017
1.1.12	Vermeeren, Keith	Middle School/Math/PE	Masuda	08/31/2017
1.1.13	Fransecky, Alyssa	Special Education/TK-2	Newland	08/31/2017
1.1.14	Tojo, Robin	3 rd Grade	Plavan	08/31/2017
1.1.15	Tso, Fan Fan/Amy	Special Education/TK-2	Plavan	08/31/2017
1.1.16	Lokken, Megan	Science	Talbert	08/31/2017
1.1.17	Preciado, Brenda	School Counselor	Talbert	08/31/2017

1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF CERTIFICATED RE-EMPLOYMENT ON TEMPORARY CONTRACT FOR THE FOLLOWING CERTIFICATED EMPLOYEES FOR THE 2017-2018 SCHOOL YEAR.

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>FTE</u>
1.2.1	Boer, Sara	Classroom Teacher	Courreges/3 rd Grade	1.0
1.2.2	Coy, Rachelle	Classroom Teacher	Courreges/3 rd Grade	1.0
1.2.3	Davis, Mary Jo	Special Education	Courreges/TK-2	1.0
1.2.4	Clark, Christina	Math	Masuda	1.0
1.2.5	Gillis, Laurie	Science	Masuda	1.0
1.2.6	Weireter, Daniel	ELA/SS	Masuda	1.0
1.2.7	DuBois, Brittany	Classroom Teacher	Newland/K	1.0
1.2.8	Alonso, Marissa	Classroom Teacher	Oka/1 st Grade	1.0
1.2.9	Boyack, Jennifer	Special Education	Oka/Pre-School	1.0
1.2.10	Holmes, Ashley	Classroom Teacher	Oka/K	1.0
1.2.11	Querry, Tracy	Classroom Teacher	Plavan 4 th Grade	1.0
1.2.12	Robinson, Ashley	ELA/SS	Talbert	1.0
1.2.13	Donnelly, Jody	Special Education	Talbert	1.0

1.3 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CERTIFICATED EMPLOYEE:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.2.1	LaBare, Megan	School Counselor	Fulton	06/24/2017
1.2.2	Curran, Christie	Middle School/ELA/SS	Masuda	06/24/2017

1.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CERTIFICATED VOLUNTARY/IN VOLUNTARY TRANSFERS FOR THE 2017-2018 SCHOOL YEAR.

	<u>EMPLOYEE</u>	<u>FROM</u>	<u>TO</u>	<u>REASON</u>	<u>FTE</u>
1.4.1	Boyack, Jennifer	Newland	Oka	Involuntary	1.0
1.4.2	Hughes, Britanya	Fulton	Plavan	Voluntary	1.0
1.4.3	Johnson, Jannette	Fulton	Talbert	Voluntary	1.0
1.4.4	Stair, Debbe	Tamura	Oka	Involuntary	1.0
1.4.5	Thomas-Shepard, Kara	Fulton	Newland	Voluntary	1.0
1.4.6	Wilson, Tara	Masuda	Plavan	Voluntary	1.0

1.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CERTIFICATED LEAVES OF ABSENCE:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.5.1	Booth, Kristen	Classroom Teacher/4 th Grade	Plavan	Child Bonding	09/11/2017
1.5.2	Monsoor, Kristin	Classroom Teacher/K	Tamura	Medical	2017-18 School Year
1.5.3	Rose, Jennifer	Middle School/Math	Fulton	Child Bonding	09/11/2017
1.5.4	Workman, Tiffini	Classroom Teacher/1 st Grade	Courreges	Child Bonding	09/06/2017

2.0 INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT

2.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF STUDENT TEACHING AGREEMENT WITH USC Rossier, SCHOOL OF EDUCATION TO EXPIRE ON JUNE 30, 2020.

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
August 24, 2017**

2.0 EMPLOYMENT FUNCTIONS

2.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING NEW CLASSIFIED EMPLOYEE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.1.1	Zavala, Talisa	Support Services	Administrative Assistant	8/21/2017

2.2 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.2.1	Bieser, Kymberli	Fulton	IA SH/PH	6/23/2017
2.2.2	Reagan, Nicole	Cox	ESP IA	6/23/2017

3.0 WORKSHOP/CONFERENCE ATTENDANCE:

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATES</u>
3.1	Sharpe, Diane & Kircher, Sharon	California School Nutrition 65 th Annual Conference	Sacramento, Ca	Actual & Necessary	1332073805 210	<i>November 9-11, 2017</i>

FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL

August 24, 2017

EDUCATIONAL SERVICES

4.0 **INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	Bio-Acoustical Corporation	Perform hearing screening, near and far vision screening and color vision screening for designated District students (Support Services)	\$12,500	012739962-5813	2017/2018 school year

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATIONS

BOARD APPROVAL DATE: 08/24/2017

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
FUL, GIS, MAS			
TAMURA, TAL	FV Sch Foundation	\$17,000.00	Robotics kits, 3D printer (Masuda)
GISLER			
	FV Women's Club	\$500.00	Gisler Literacy/Reading Program

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING AUGUST 24, 2017**

To: Christine Fullerton
From: Mino Nhek
Subject: Warrant Listing
Warrant Numbers: 77176 - 77443
Dates: 7/5/2017 - 7/28/2017

Fund 01	General Fund	674,326.58
Fund 12	Child Development	39,884.62
Fund 13	Cafeteria	22,585.45
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	16,902.97
Fund 68	Worker Comp	143,660.46
Fund 69	Insurance	741,125.22
TOTAL		\$ 1,638,485.30

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/24/2017

FROM 07/01/2017 TO 07/31/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20M4001	BUS WEST	16,000.00	14,000.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
			2,000.00	016929395 4349	7230 Home-to-Sc Transportation / Transportation Supplies (on
L20M4002	NAPA AUTO PARTS	8,200.00	5,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			2,000.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
			1,000.00	016929395 4349	7230 Home-to-Sc Transportation / Transportation Supplies (on
L20M4003	PARKHOUSE TIRE INC.	10,000.00	8,000.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
			2,000.00	016929395 4349	7230 Home-to-Sc Transportation / Transportation Supplies (on
L20M4004	TRUCPARCO	5,000.00	5,000.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
L20M4005	DUNN-EDWARDS CORPORATION	6,300.00	4,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			2,000.00	012879390 4347	Vandalism / Repair & Upkeep Equip Supplies
			300.00	012899390 4343	Gardening / Gardening Supplies
L20M4006	STAPLES	500.00	500.00	012869390 4325	Maintenance / Office Supplies
L20M4007	ALAN'S LAWNMOWER & GARDEN CENT	2,500.00	2,500.00	012899390 4343	Gardening / Gardening Supplies
L20M4008	ALLIED REFRIGERATION INC.	2,000.00	2,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4009	CAL BUILDING SYSTEMS INC	15,558.00	13,158.00	012869390 5899	Maintenance / Other Operating Expenses
			1,200.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating Expenses
L20M4010	CALIFORNIA PEST MANAGEMENT	18,300.00	15,300.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4011	CHEVRON AND TEXACO	10,000.00	10,000.00	012869390 5560	Maintenance / Fuel
L20M4012	CLARK SECURITY PRODUCTS INC.	5,000.00	5,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4013	ENTHALPY ANALYTICAL INC.	1,500.00	1,500.00	012869390 5899	Maintenance / Other Operating Expenses
L20M4014	EWING IRRIGATION PRODUCTS	5,000.00	5,000.00	012899390 4343	Gardening / Gardening Supplies
L20M4015	GRAINGER INC.	18,000.00	15,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			3,000.00	012889390 4347	Custodial / Repair & Upkeep Equip Supplies
L20M4016	HARBOR WHOLESALE ELECTRIC	5,000.00	5,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4017	HOME DEPOT	23,000.00	15,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			3,000.00	012889390 4347	Custodial / Repair & Upkeep Equip Supplies
			5,000.00	012899390 4343	Gardening / Gardening Supplies
L20M4018	MAR VAC ELECTRONICS	1,000.00	1,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4019	MCKINLEY ELEVATOR CORP	2,000.00	2,000.00	012869390 5899	Maintenance / Other Operating Expenses
L20M4020	MCMaster CARR SUPPLY CO	12,500.00	10,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			2,500.00	012889390 4347	Custodial / Repair & Upkeep Equip Supplies
L20M4021	RAMIREZ, JUAN CARLOS	6,850.00	3,000.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/24/2017

FROM 07/01/2017 TO 07/31/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20M4021	*** CONTINUED ***				
			3,000.00	016919395 5645	7240 Special Ed Transportation / Outside Srvs-Repairs & Main
			850.00	016929395 5645	7230 Home-to-Sc Transportation / Outside Srvs-Repairs & Mai
L20M4022	MOBILE MINI STORAGE	600.00	600.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4023	OLDCASTLE PRECAST INC.	990.00	990.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4024	PRO PACIFIC BEE REMOVAL	500.00	500.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4025	RAINBOW ENVIRONMENTAL SERVICES	2,500.00	2,500.00	012899390 4343	Gardening / Gardening Supplies
L20M4026	RAINBOW ENVIRONMENTAL SERVICES	60,000.00	60,000.00	012869390 5570	Maintenance / Sanitation Fees
L20M4027	RESOURCE BUILDING MATERIALS	3,000.00	3,000.00	012899390 4343	Gardening / Gardening Supplies
L20M4028	SAFETY-KLEEN CORP	1,750.00	750.00	012869390 5540	Maintenance / Waste Disposal
			1,000.00	016919395 5645	7240 Special Ed Transportation / Outside Srvs-Repairs & Main
L20M4029	SOUTHERN CALIFORNIA MATERIAL H	1,000.00	1,000.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4030	SIMPLEXGRINELL	6,000.00	5,000.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
			1,000.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating Expenses
L20M4031	SIMPLEXGRINELL	1,000.00	500.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
			500.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating Expenses
L20M4032	SMARDEN SUPPLY COMPANY	20,000.00	20,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4033	SMOKE GUARD CALIFORNIA INC.	2,000.00	2,000.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
L20M4034	TERRYS TESTING INC.	1,000.00	1,000.00	012869390 5860	Maintenance / Permits & Fees
L20M4035	TERRYS TESTING INC.	750.00	750.00	012869390 5860	Maintenance / Permits & Fees
L20M4036	THEODORE ROBINS	2,000.00	2,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4037	UNIVERSAL FLOORING	18,821.00	18,821.00	012889390 5899	Custodial / Other Operating Expenses
L20M4038	WESTCON ELEVATOR INC.	2,000.00	2,000.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating Expenses
L20M4039	KYA SERVICES LLC	6,335.94	6,335.94	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4040	DARTCO TRANSMISSION SALES & SE	4,500.00	4,500.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
L20M4042	SOUTH COAST AIR QUALITY	505.74	505.74	012869390 5860	Maintenance / Permits & Fees
L20M4049	FRED PRYOR SEMINARS	358.00	358.00	012869390 5210	Maintenance / Travel, Conference, Workshop
L20M4050	SOUTHERN CALIFORNIA MATERIAL H	5,520.00	5,520.00	012859385 4347	Warehouse / Repair & Upkeep Equip Supplies
L20M4051	PLAY POWER LT FARMINGTON C/O P	1,202.36	1,202.36	012879390 4347	Vandalism / Repair & Upkeep Equip Supplies
L20M4052	OMEGA FIRE PROTECTION	6,000.00	6,000.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4053	ECOTEK CONSULTING INC.	6,000.00	6,000.00	012869390 5899	Maintenance / Other Operating Expenses
L20M4054	WALTERS WHOLESALE ELECTRIC CO	1,008.75	1,008.75	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4055	CHATFIELD-CLARKE CO INC.	1,060.73	1,060.73	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/24/2017

FROM 07/01/2017 TO 07/31/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20M4057	ARMOR FENCE CONCEPTS	1,110.00	1,110.00	012869390 5645	Maintenance / Outside Svcs-Repairs & Mainten
L20M4058	FARR'S CUSTOM CARBIDE INC	657.00	657.00	012869390 5645	Maintenance / Outside Svcs-Repairs & Mainten
L20M4059	REFRIGERATION CONTROL COMPANY	213.75	213.75	014869390 5645	STAR Building DO-Routine Maint / Outside Svcs-Repairs &
L20M4060	SHIFFLER EQUIPMENT SALES INC.	359.27	359.27	012879390 4347	Vandalism / Repair & Upkeep Equip Supplies
L20M4061	TURF STAR INC.	550.00	550.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
L20M4062	FOREST PLYWOOD SALES	186.06	186.06	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4063	HILLYARD / LOS ANGELES	68.30	68.30	012889390 4340	Custodial / Custodial Supplies
L20M4064	REFRIGERATION CONTROL COMPANY	266.25	266.25	014869390 5645	STAR Building DO-Routine Maint / Outside Svcs-Repairs &
L20M4065	TURF STAR INC.	201.75	201.75	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
L20M4066	TURF STAR INC.	425.00	425.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
L20M4067	REFRIGERATION CONTROL COMPANY	485.65	485.65	014869390 5645	STAR Building DO-Routine Maint / Outside Svcs-Repairs &
L20M4069	VALIANT NATIONAL AV SUPPLY	475.80	475.80	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4070	MENDTRONIX INC.	1,273.45	1,273.45	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20R0001	CETPA	505.00	505.00	012109078 5210	Tech/Media Office Operation / Travel, Conference, Workshop
L20R0002	CETPA	500.00	500.00	012109078 5210	Tech/Media Office Operation / Travel, Conference, Workshop
L20R0011	LEVEL 27 MEDIA	38.06	38.06	012719470 4325	Personnel Department / Office Supplies
L20R0012	SCHOOL EMPLOYERS ASSOCIATION	1,600.00	1,600.00	012719470 5390	Personnel Department / Dues and Membership Non Taxabl
L20R0015	PROCARE WORK INJURY CENTER	3,000.00	3,000.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
L20R0018	E3 AUDIOMETRICS	152.25	152.25	010239275 4310	School Nurse Expansion Project / Instructional Supplies
L20R0022	MEMORIAL PROMPT CARE & FAMILY	1,200.00	1,200.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
L20R0023	FOLLETT SCHOOL SOLUTIONS INC.	1,134.27	1,134.27	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0025	FOLLETT SCHOOL SOLUTIONS INC.	1,136.33	1,136.33	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0026	FOLLETT SCHOOL SOLUTIONS INC.	2,401.20	2,401.20	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0033	FOLLETT SCHOOL SOLUTIONS INC.	10,764.36	10,764.36	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0034	FOLLETT SCHOOL SOLUTIONS INC.	6,823.85	6,823.85	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0035	FOLLETT SCHOOL SOLUTIONS INC.	4,630.47	4,630.47	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0036	FOLLETT SCHOOL SOLUTIONS INC.	1,478.99	1,478.99	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0037	AWARDS & TROPHIES	1,500.00	1,500.00	012719470 4325	Personnel Department / Office Supplies
L20R0038	ARIEL SUPPLY INC.	4,500.00	4,500.00	012719470 4325	Personnel Department / Office Supplies
L20R0039	CHIDESTER, MARGARET A.	10,000.00	10,000.00	012159470 5830	Personnel - Legal Services / Legal Fees
L20R0040	STATE OF CA DEPT OF JUSTICE	4,500.00	4,500.00	012719470 5823	Personnel Department / Fingerprinting
L20R0043	SOUTHWEST SCHOOL AND OFFICE SU	2,500.00	2,500.00	012719470 4325	Personnel Department / Office Supplies
L20R0044	STAPLES	500.00	500.00	012719470 4325	Personnel Department / Office Supplies

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L20R0045	US HEALTHWORKS	500.00	500.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
L20R0046	J&C BOOKS LLC	2,341.39	2,341.39	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0052	BLACKBOARD CONNECT INC.	9,544.50	2,386.13	011258155 5826	Parent Involvement-Media / Licensing/Software,Maint/Supp
			7,158.37	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Supp
L20R0057	EAGLE SOFTWARE INC.	26,485.52	6,621.38	010458155 5826	Pupil Achievement-Assessment / Licensing/Software,Maint/Supp
			19,864.14	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Supp
L20R0061	FOLLETT SCHOOL SOLUTIONS INC.	6,421.77	6,421.77	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0062	OFFICE DEPOT	1,301.90	899.54	012658155 4325	Assessment and Accountability / Office Supplies
			402.36	012719275 4325	Educational Services Admin / Office Supplies
L20R0067	SCHOOL LOOP INC.	17,733.90	4,433.47	010458155 5826	Pupil Achievement-Assessment / Licensing/Software,Maint/Supp
			13,300.43	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Supp
L20R0068	ILLUMINATE EDUCATION INC.	28,741.50	7,185.38	010458155 5826	Pupil Achievement-Assessment / Licensing/Software,Maint/Supp
			21,556.12	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Supp
L20R0072	SCHOOL EMPLOYERS ASSOCIATION	1,565.00	1,565.00	012719470 5390	Personnel Department / Dues and Membership Non Taxabl
L20R0074	EDUCATIONAL DATA SYSTEMS	276.50	276.50	010028255 4322	Intervention-Administrative / Testing Supplies
L20R0076	FOLLETT SCHOOL SOLUTIONS INC.	3,048.72	3,048.72	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0078	FOLLETT SCHOOL SOLUTIONS INC.	3,693.36	3,693.36	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0079	FOLLETT SCHOOL SOLUTIONS INC.	3,771.25	3,771.25	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0080	FOLLETT SCHOOL SOLUTIONS INC.	489.64	489.64	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0081	FOLLETT SCHOOL SOLUTIONS INC.	7,352.76	7,352.76	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0083	BARNES AND NOBLE	938.31	938.31	011235275 4310	State Standards Discrt-ELA / Instructional Supplies
L20R0084	EDLIO INC.	2,922.80	730.70	011258155 5826	Parent Involvement-Media / Licensing/Software,Maint/Supp
			2,192.10	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Supp
L20R0086	DOCUMENT TRACKING SERVICES	2,750.00	2,750.00	011258155 5826	Parent Involvement-Media / Licensing/Software,Maint/Supp
L20R0087	OFFICE DEPOT	1,609.46	1,609.46	012719380 4325	Business Department / Office Supplies
L20R0088	SEHI COMPUTER PRODUCTS	9,748.36	8,950.13	010014787 4399	Other Donations - Courreges / Equipment Under \$500
			798.23	010014787 4410	Other Donations - Courreges / Fixed Assets \$500-\$5000
L20R0089	SCHOOL SERVICES OF CALIFORNIA	900.00	225.00	012719165 5210	Superintendent / Travel, Conference, Workshop
			225.00	012719380 5210	Business Department / Travel, Conference, Workshop
			225.00	012719470 5210	Personnel Department / Travel, Conference, Workshop
			225.00	012849380 5210	Fiscal Services / Travel, Conference, Workshop
L20R0091	FOLLETT SCHOOL SOLUTIONS INC.	4,427.93	4,427.93	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0093	UCI	450.00	450.00	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies

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L20R0095	CALIFORNIA LEAGUE OF MIDDLE SC	738.00	738.00	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
L20R0099	FOLLETT SCHOOL SOLUTIONS INC.	214.46	214.46	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0102	CURRICULUM ASSOCIATES INC.	145.24	145.24	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0103	CURRICULUM ASSOCIATES INC.	565.48	565.48	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0106	ARIEL SUPPLY INC.	86.08	86.08	012721616 4325	Sch Site Admin - Newland / Office Supplies
L20R0107	CURRICULUM ASSOCIATES INC.	197.53	197.53	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0108	CURRICULUM ASSOCIATES INC.	309.86	309.86	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0109	CURRICULUM ASSOCIATES INC.	493.84	493.84	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0110	CURRICULUM ASSOCIATES INC.	431.86	431.86	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0111	CURRICULUM ASSOCIATES INC.	244.01	244.01	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0112	CSPCA	700.00	700.00	012819771 5390	Personnel Commission / Dues and Membership Non Taxabl
L20R0113	CODESP	2,050.00	2,050.00	012819771 5390	Personnel Commission / Dues and Membership Non Taxabl
L20R0114	IRVINE, MEGAN	85.00	85.00	012889771 5899	Safety Class - Custodians / Other Operating Expenses
L20R0115	SOUTHWEST SCHOOL AND OFFICE SU	2,000.00	2,000.00	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
L20R0116	SOUTHWEST SCHOOL AND OFFICE SU	4,000.00	4,000.00	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
L20R0117	SOUTHWEST SCHOOL AND OFFICE SU	1,500.00	1,500.00	012724747 4325	Sch Site Admin - Courreges / Office Supplies
L20R0118	SOUTHWEST SCHOOL AND OFFICE SU	311.20	311.20	010014789 4310	PTA Donations - Courreges / Instructional Supplies
L20R0119	FOLLETT SCHOOL SOLUTIONS INC.	867.06	867.06	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0120	SOUTHWEST SCHOOL AND OFFICE SU	44.42	44.42	015514160 4310	SpEd Summer School - MM / Instructional Supplies
L20R0122	FOLLETT SCHOOL SOLUTIONS INC.	510.04	510.04	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0123	MIND RESEARCH INSTITUTE	34,700.00	2,500.00	010011089 5826	Donations - Tamura / Licensing/Software,Maint/Supp
			2,000.00	010011616 5826	Sch Site Instr - Newland / Licensing/Software,Maint/Supp
			2,000.00	010013189 5826	Donations - Gisler / Licensing/Software,Maint/Supp
			2,000.00	010013737 5826	Sch Site Instr - Oka / Licensing/Software,Maint/Supp
			2,000.00	010014040 5826	Sch Site Instr - Plavan / Licensing/Software,Maint/Supp
			2,500.00	010014789 5826	PTA Donations - Courreges / Licensing/Software,Maint/Supp
			15,600.00	010055175 5826	State Standards-MATH / Licensing/Software,Maint/Supp
			2,600.00	010113255 5826	Title I - Cox / Licensing/Software,Maint/Supp
			3,500.00	010114955 5826	Title I - Masuda / Licensing/Software,Maint/Supp
L20R0125	CORPORATION OF PRESIDING BISHO	300,240.00	300,240.00	018709380 5640	Facilities Leases / Outside Services - Leases
L20R0126	CDWG	646.85	646.85	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
L20R0127	TREBRON COMPANY INC	7,970.60	7,970.60	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
L20R0128	SEHI COMPUTER PRODUCTS	9,555.87	2,073.87	010014789 4310	PTA Donations - Courreges / Instructional Supplies

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L20R0128	*** CONTINUED ***				
			7,482.00	010014789 4410	PTA Donations - Courreges / Fixed Assets \$500-\$5000
L20R0131	PEARSON EDUCATION	6,049.01	6,049.01	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0132	SHI INTERNATIONAL CORP	8,990.00	8,990.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
L20R0137	PEARSON EDUCATION	6,887.11	6,887.11	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0138	PEARSON EDUCATION	5,943.31	5,943.31	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0142	PEARSON EDUCATION	3,310.76	3,310.76	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0148	PEARSON EDUCATION	4,774.24	4,774.24	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0150	PEARSON EDUCATION	5,386.40	5,386.40	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0151	PEARSON EDUCATION	4,431.39	4,431.39	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0153	APPSFORTE INC	2,000.00	2,000.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
L20R0154	E.G.BRENNAN & CO.	299.06	299.06	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
L20R0155	MAGENTA COMPUTER CENTER	2,553.20	2,553.20	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
L20R0156	IXL LEARNING INC.	2,931.00	2,931.00	010113255 5826	Title I - Cox / Licensing/Software,Maint/Supp
L20R0157	SCHOLASTIC MAGAZINE	4,415.61	4,415.61	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
L20R0158	SCHOOL SPECIALTY	13,000.00	13,000.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
L20R0159	SCHOOL SPECIALTY	2,000.00	2,000.00	012723232 4325	Sch Site Admin - Cox / Office Supplies
L20R0160	HEINEMANN	3,375.00	3,375.00	010055275 5813	State Standards-ELA / Consultant
L20R0161	SAMS CLUB	543.75	543.75	012719275 4325	Educational Services Admin / Office Supplies
L20R0162	ARIEL SUPPLY INC.	1,305.00	1,305.00	012719275 4330	Educational Services Admin / Printing/Xerox Supplies
L20R0163	SOUTHWEST SCHOOL AND OFFICE SU	1,087.50	1,087.50	012719275 4325	Educational Services Admin / Office Supplies
L20R0164	LITTLEBITS ELECTRONICS INC.	2,039.91	2,039.91	011511089 4310	FVSF Grants Robotics - Tamura / Instructional Supplies
L20R0165	KEENAN & ASSOCIATES	291,756.00	291,756.00	012849380 5450	Fiscal Services / Other Insurance
L20R0176	SAN JOAQUIN COUNTY OF EDUCATIO	929.55	464.78	012719470 5825	Personnel Department / Advertising
			464.77	012819771 5825	Personnel Commission / Advertising
L20R0177	DECISION INSITE	6,935.00	6,935.00	012719380 5813	Business Department / Consultant
L20R0179	KEENAN & ASSOCIATES	2,000.00	2,000.00	012849380 5450	Fiscal Services / Other Insurance
L20R0180	SAMS CLUB	600.00	600.00	012849380 4325	Fiscal Services / Office Supplies
L20R0181	APPLE COMPUTER ORDER DEPARTMEN	1,668.65	1,668.65	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
L20R0186	STAPLES	2,000.00	2,000.00	016919395 4325	7240 Special Ed Transportation / Office Supplies
L20R0187	SAMBA HOLDINGS INC.	1,050.00	1,050.00	016919395 5645	7240 Special Ed Transportation / Outside Srvs-Repairs & Main
L20R0188	THOMSON REUTERS/BARCLAY	324.00	324.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
L20R0189	BOARD OF EQUALIZATION	235.00	200.00	016919295 5560	7240 SpEd Transportaion-Fuel / Fuel

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L20R0189	*** CONTINUED ***				
			35.00	016929295 5560	7230 Home-to-School Trans-Fuel / Fuel
L20R0190	VOYAGER FLEET SYSTEMS INC.	12,000.00	10,000.00	016919295 5560	7240 SpEd Transportaion-Fuel / Fuel
			2,000.00	016929295 5560	7230 Home-to-School Trans-Fuel / Fuel
L20R0210	STAPLES	75.00	75.00	015114160 4310	SpEd Summer School - MS / Instructional Supplies
L20R0212	LENOVO (UNITED STATES) INC.	7,941.51	7,941.51	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
L20R0213	APPLE COMPUTER ORDER DEPARTMEN	2,190.43	434.78	012739962 4320	Medi-Cal Billing-Nurses / Computer Supplies
			1,755.65	012739962 4410	Medi-Cal Billing-Nurses / Fixed Assets \$500-\$5000
L20R0214	LAKESHORE LEARNING MATERIALS	75.00	75.00	015114160 4310	SpEd Summer School - MS / Instructional Supplies
L20R0215	LAKESHORE LEARNING MATERIALS	75.00	75.00	015114160 4310	SpEd Summer School - MS / Instructional Supplies
L20R0216	PCMG INC	176.83	176.83	010019961 4320	Medi-Cal Billing-Instructional / Computer Supplies
L20R0217	LAKESHORE LEARNING MATERIALS	75.00	75.00	015114160 4310	SpEd Summer School - MS / Instructional Supplies
L20R0218	LAKESHORE LEARNING MATERIALS	40.00	40.00	015114160 4310	SpEd Summer School - MS / Instructional Supplies
L20R0219	LAKESHORE LEARNING MATERIALS	75.00	75.00	015114160 4310	SpEd Summer School - MS / Instructional Supplies
L20R0220	PCMG INC	312.66	312.66	010019961 4320	Medi-Cal Billing-Instructional / Computer Supplies
L20R0222	GRIFFIN, CATHY AND CHARLIE	37,000.00	37,000.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
L20R0223	ADAMS & ASSOCIATES, TIMOTHY A.	15,500.00	15,500.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
L20R0224	LAKESHORE LEARNING MATERIALS	75.00	75.00	015114160 4310	SpEd Summer School - MS / Instructional Supplies
L20R0225	LAMARCHE, KIMBERLY	7,200.00	7,200.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
L20R0226	SPECIAL EDUCATION LAW FIRM APC	6,000.00	6,000.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
L20R0227	MACDONALD, ELENA K	25,000.00	25,000.00	012049275 5813	Ed Effectiveness-ST Standards / Consultant
L20R0229	CLEARVISION TECHNOLOGIES	1,875.00	468.75	010458155 5826	Pupil Achievement-Assessment / Licensing/Software,Maint/Sup
			1,406.25	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Sup
L20R0231	ARIEL SUPPLY INC.	280.47	280.47	010019961 4320	Medi-Cal Billing-Instructional / Computer Supplies
L20R0233	SCHOOL HEALTH CORPORATION	2,753.56	2,753.56	010239275 4310	School Nurse Expansion Project / Instructional Supplies
L20R0234	HEINEMANN	7,989.43	7,989.43	011235675 4310	State Standards Discret-READING / Instructional Supplies
L20R0235	STAPLES	204.78	16.94	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
			187.84	012849380 4325	Fiscal Services / Office Supplies
L20R0236	HEINEMANN	7,989.43	7,989.43	011235675 4310	State Standards Discret-READING / Instructional Supplies
L20R0238	HEINEMANN	5,867.61	5,867.61	011235675 4310	State Standards Discret-READING / Instructional Supplies
L20R0241	UNITED STATES POSTAL SERVICE	215.00	215.00	012719385 5930	Purchasing / Postage, Parcel, & Delivery
L20R0242	UNITED PARCEL SERVICE	2,000.00	2,000.00	012719385 5930	Purchasing / Postage, Parcel, & Delivery
L20R0243	FEDERAL EXPRESS CORP.	800.00	50.00	012395098 5930	7395 Sch/Libr Imp Instr-DO / Postage, Parcel, & Delivery

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L20R0243	*** CONTINUED ***				
			50.00	012719165 5930	Superintendent / Postage, Parcel, & Delivery
			50.00	012719470 5930	Personnel Department / Postage, Parcel, & Delivery
			100.00	012849380 5930	Fiscal Services / Postage, Parcel, & Delivery
			50.00	012869390 5930	Maintenance / Postage, Parcel, & Delivery
			50.00	017109275 5930	Testing / Postage, Parcel, & Delivery
L20R0246	ORANGE COUNTY DEPARTMENT OF ED	3,700.00	3,700.00	012719385 5818	Purchasing / Courier Service
L20R0247	PITNEY BOWES INC.	6,967.24	400.00	012719385 4325	Purchasing / Office Supplies
			6,567.24	012719385 5640	Purchasing / Outside Services - Leases
L20R0248	PURCHASE POWER	16,000.00	16,000.00	012719385 5930	Purchasing / Postage, Parcel, & Delivery
L20R0249	READYREFRESH BY NESTLE	9,394.20	732.00	010013189 4325	Donations - Gisler / Office Supplies
			168.00	012109078 4325	Tech/Media Office Operation / Office Supplies
			231.00	012658155 4325	Assessment and Accountability / Office Supplies
			210.00	012719165 4325	Superintendent / Office Supplies
			168.00	012719275 4325	Educational Services Admin / Office Supplies
			525.00	012719470 4325	Personnel Department / Office Supplies
			300.00	012722929 4325	Sch Site Admin - Fulton / Office Supplies
			840.00	012723232 4325	Sch Site Admin - Cox / Office Supplies
			772.20	012723789 4325	Donations Clerical - Oka / Office Supplies
			1,074.00	012723838 4325	Sch Site Admin - Talbert / Office Supplies
			630.00	012724040 4325	Sch Site Admin - Plavan / Office Supplies
			924.00	012724949 4325	Sch Site Admin - Masuda / Office Supplies
			378.00	012849380 4325	Fiscal Services / Office Supplies
			709.20	012869390 4325	Maintenance / Office Supplies
			252.00	015999860 4325	Special Ed - Administration / Office Supplies
			472.80	016919395 4325	7240 Special Ed Transportation / Office Supplies
L20R0250	ATKINSON ANDELSON LOYA RUDD &	5,000.00	5,000.00	012159380 5830	Business - Legal Services / Legal Fees
L20R0251	HEINEMANN	13,038.31	13,038.31	011235675 4310	State Standards Discrt-READING / Instructional Supplies
L20R0253	VERITIV	1,791.22	1,791.22	012059385 4330	Publications / Printing/Xerox Supplies
L20R0267	ILLUMINATE EDUCATION INC.	300.00	300.00	012658155 5210	Assessment and Accountability / Travel, Conference, Workshop
L20R0277	ESCHOOL SOLUTIONS LLC	4,235.00	4,235.00	012719470 5826	Personnel Department / Licensing/Software,Maint/Supp
L20R0280	CONSTRUCTION MARKET DATA GROUP	308.00	308.00	012719380 5825	Business Department / Advertising
L20R0281	CIT FINANCE LLC	5,437.50	5,437.50	010019380 5640	School Equipment / Outside Services - Leases

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L20R0282	SAMS CLUB	652.50	652.50	011239275 4325	State Standards-Discretionary / Office Supplies
L20R0283	LEAF CAPITAL FUNDING LLC	10,709.50	10,709.50	012719385 5640	Purchasing / Outside Services - Leases
L20R0289	DE LAGE LANDEN FINANCIAL SERVI	27,331.92	27,331.92	012059385 5640	Publications / Outside Services - Leases
Fund 01 Total:		1,538,842.10	1,532,984.10		

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L20R0003	RALPHS GROCERY COMPANY	2,000.00	2,000.00	123206398 4710	ESP Summer Camp-Food / Food
L20R0004	SMART & FINAL	5,000.00	5,000.00	123206398 4710	ESP Summer Camp-Food / Food
L20R0005	SAMS CLUB	5,000.00	5,000.00	123206398 4710	ESP Summer Camp-Food / Food
L20R0006	PARTY BOUNCE	845.00	845.00	120016398 5610	ESP-Summer Camp Instructional / Outside Services - Rentals
L20R0007	ADVENTURE CITY	1,595.00	1,595.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
L20R0008	GLOWZONE HUNTINGTON BEACH LLC	679.50	679.50	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
L20R0009	AQUARIUM OF THE PACIFIC	1,942.50	1,942.50	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
L20R0027	PREHISTORIC PETS	487.50	487.50	120016398 5610	ESP-Summer Camp Instructional / Outside Services - Rentals
L20R0028	OC ZOO	250.00	250.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
L20R0029	IRVINE PARK RAILROAD INC.	375.00	375.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
L20R0030	GET AIR SURF CITY	800.00	800.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
L20R0031	PARTY BOUNCE	120.00	120.00	120016398 5610	ESP-Summer Camp Instructional / Outside Services - Rentals
L20R0032	HARBOR BREEZE CORPORATION	1,400.00	1,400.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
L20R0047	BOOMERS	3,592.50	3,592.50	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
L20R0048	PARTY BOUNCE	195.00	195.00	120016398 5610	ESP-Summer Camp Instructional / Outside Services - Rentals
L20R0049	FOUNTAIN VALLEY SKATING CENTER	975.00	975.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
L20R0050	CITY OF LONG BEACH	378.00	378.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
L20R0051	BUFFETS INC.	1,320.00	1,320.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
L20R0053	NICKEL! NICKEL!	900.00	900.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
L20R0054	PARTY BOUNCE	450.00	450.00	120016398 5610	ESP-Summer Camp Instructional / Outside Services - Rentals
L20R0055	TANAKA FARMS	1,792.00	1,792.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
L20R0058	MULLIGAN FAMILY FUN CENTER	2,803.35	2,803.35	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
L20R0059	PARTY BOUNCE	180.00	180.00	120016398 5610	ESP-Summer Camp Instructional / Outside Services - Rentals
L20R0060	HOWIE'S GAME SHACK	720.00	720.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
L20R0063	SAMS CLUB	500.00	500.00	123207098 4710	Child Dev Summer Camp-Food / Food
L20R0064	SMART & FINAL	500.00	500.00	123207098 4710	Child Dev Summer Camp-Food / Food
L20R0065	RALPHS GROCERY COMPANY	500.00	500.00	123207098 4710	Child Dev Summer Camp-Food / Food
L20R0066	SOUTHWEST SCHOOL AND OFFICE SU	500.00	500.00	120017098 4310	CDC-Summer Camp Instructional / Instructional Supplies
L20R0075	SURPLUS TWO WAY RADIOS	92.44	92.44	120016098 5645	Extended School Instructional / Outside Srvs-Repairs & Maint
L20R0077	SOUTHWEST SCHOOL AND OFFICE SU	2,000.00	2,000.00	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
L20R0090	ORANGE COUNTY FAIR AND EXPOSIT	2,100.00	2,100.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
L20R0136	STAPLES	150.00	150.00	120016098 4310	Extended School Instructional / Instructional Supplies
L20R0191	RALPHS GROCERY COMPANY	5,387.50	5,387.50	123206098 4710	Extended School Food Service / Food

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/24/2017

FROM 07/01/2017 TO 07/31/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R0192	SMART & FINAL	5,387.50	5,387.50	123206098 4710	Extended School Food Service / Food
L20R0193	SOUTHWEST SCHOOL AND OFFICE SU	5,387.50	5,387.50	120016098 4310	Extended School Instructional / Instructional Supplies
L20R0194	SAMS CLUB	5,387.50	5,387.50	123206098 4710	Extended School Food Service / Food
L20R0195	WHAT A LOT OF PIZZA	538.75	538.75	123206098 4710	Extended School Food Service / Food
L20R0196	PARTY BOUNCE	538.75	538.75	120016098 4310	Extended School Instructional / Instructional Supplies
L20R0197	RALPHS GROCERY COMPANY	1,077.50	1,077.50	123206198 4710	State Preschool Food Services / Food
L20R0198	SMART & FINAL	1,077.50	1,077.50	123206198 4710	State Preschool Food Services / Food
L20R0199	SOUTHWEST SCHOOL AND OFFICE SU	1,077.50	1,077.50	120016198 4310	State Preschool Instructional / Instructional Supplies
L20R0200	SAMS CLUB	1,077.50	1,077.50	123206198 4710	State Preschool Food Services / Food
L20R0201	RALPHS GROCERY COMPANY	5,387.50	5,387.50	123207598 4710	Child Dev Cntr Prsch Food Serv / Food
L20R0202	SMART & FINAL	5,387.50	5,387.50	123207598 4710	Child Dev Cntr Prsch Food Serv / Food
L20R0203	SOUTHWEST SCHOOL AND OFFICE SU	5,387.50	5,387.50	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R0204	SAMS CLUB	5,387.50	5,387.50	123207598 4710	Child Dev Cntr Prsch Food Serv / Food
L20R0205	SOUTHWEST SCHOOL AND OFFICE SU	5,387.50	5,387.50	120336098 4310	Extended School Administration / Instructional Supplies
L20R0206	JOHNS INCREDIBLE PIZZA	85.68	85.68	120016398 5751	ESP-Summer Camp Instructional / Direct Cost - Field Trips
L20R0207	JK BOOKEEPING SERVICE	161.63	161.63	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
L20R0208	KNOTT'S BERRY FARM	4,524.00	4,524.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
L20R0249	READYREFRESH BY NESTLE	9,394.20	840.00	120336098 4325	Extended School Administration / Office Supplies
L20R0254	RANCHO SANTIAGO COMMUNITY COLL	250.00	250.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
Fund 12 Total:		108,433.30	99,879.10		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/24/2017

FROM 07/01/2017 TO 07/31/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20M4002	NAPA AUTO PARTS	8,200.00	200.00	133207380 4347	Cafeteria Fund / Repair & Upkeep Equip Supplies
L20M4010	CALIFORNIA PEST MANAGEMENT	18,300.00	3,000.00	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
L20R0092	CHEFS' TOYS	5,000.00	5,000.00	133207380 4790	Cafeteria Fund / Food Services Supplies
L20R0097	LEVEL 27 MEDIA	5,000.00	5,000.00	133207380 4790	Cafeteria Fund / Food Services Supplies
L20R0098	SAMS CLUB	2,000.00	2,000.00	133207380 4710	Cafeteria Fund / Food
L20R0100	SMART & FINAL	100.00	100.00	133207380 4710	Cafeteria Fund / Food
L20R0101	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	1,000.00	133207380 4790	Cafeteria Fund / Food Services Supplies
L20R0129	DRIFTWOOD DAIRY INC.	500.00	500.00	133207380 4710	Cafeteria Fund / Food
L20R0134	REFRIGERATION CONTROL COMPANY	650.91	650.91	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
L20R0139	AMECI'S PIZZA	21,000.00	21,000.00	133207380 4710	Cafeteria Fund / Food
L20R0140	DOMINO'S PIZZA	32,000.00	32,000.00	133207380 4710	Cafeteria Fund / Food
L20R0141	FORTUNE COOKIES RESTAURANT	14,000.00	14,000.00	133207380 4710	Cafeteria Fund / Food
L20R0143	GOLD STAR FOODS	330,000.00	330,000.00	133207380 4710	Cafeteria Fund / Food
L20R0144	P & R PAPER SUPPLY COMPANY	5,000.00	5,000.00	133207380 4790	Cafeteria Fund / Food Services Supplies
L20R0145	PJ OF SOUTHERN CALIFORNIA LP	38,000.00	38,000.00	133207380 4710	Cafeteria Fund / Food
L20R0146	PICK UP STIX	14,000.00	14,000.00	133207380 4710	Cafeteria Fund / Food
L20R0147	SWIFT PRODUCE	1,000.00	1,000.00	133207380 4710	Cafeteria Fund / Food
L20R0149	S & S BAKERY INC	10,000.00	10,000.00	133207380 4710	Cafeteria Fund / Food
L20R0239	HEARTLAND PAYMENT SYSTEMS	4,084.50	4,084.50	133207380 5826	Cafeteria Fund / Licensing/Software,Maint/Supp
L20R0243	FEDERAL EXPRESS CORP.	800.00	50.00	133207380 5930	Cafeteria Fund / Postage, Parcel, & Delivery
L20R0249	READYREFRESH BY NESTLE	9,394.20	168.00	133207380 4325	Cafeteria Fund / Office Supplies
L20R0266	ISITE SOFTWARE LLC	890.00	890.00	133207380 5826	Cafeteria Fund / Licensing/Software,Maint/Supp
Fund 13 Total:		520,919.61	487,643.41		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/24/2017

FROM 07/01/2017 TO 07/31/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R0287	RACHLIN PARTNERS INC	374,528.80	374,528.80	213014780 6220	GOB, ELECTION 2016-Courreges / Architect/Engineer
L20R0288	RACHLIN PARTNERS INC	337,539.60	337,539.60	213014980 6220	GOB, ELECTION 2016-Masuda / Architect/Engineer Fees-Bld
Fund 21 Total:		712,068.40	712,068.40		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 08/24/2017

FROM 07/01/2017 TO 07/31/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20M4009	CAL BUILDING SYSTEMS INC	15,558.00	1,200.00	402998990 5899	Moiola Improvement Projects / Other Operating Expenses
L20M4056	SOUTH COAST SUPPLY	181.83	181.83	402998990 4347	Moiola Improvement Projects / Repair & Upkeep Equip Supplie
L20R0178	ATKINSON ANDELSON LOYA RUDD &	20,000.00	20,000.00	402969380 5830	Property - Legal Services / Legal Fees
L20R0244	GOVERNMENT FINANCIAL STRATEGIE	2,500.00	2,500.00	402849380 5813	Spec Res Fiscal Services / Consultant
L20R0245	OPTERRA ENERGY SERVICES INC.	62,000.00	62,000.00	404839380 5813	Energy Efficient Project / Consultant
Fund 40 Total:		100,239.83	85,881.83		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/24/2017

FROM 07/01/2017 TO 07/31/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R0013	KEENAN & ASSOCIATES	843,870.00	843,870.00	682719470 5899	Workers Comp Admin / Other Operating Expenses
L20R0016	KEENAN & ASSOCIATES	2,800.00	2,800.00	682719470 5899	Workers Comp Admin / Other Operating Expenses
L20R0021	SELF INSURANCE PLANS	4,100.00	4,100.00	682719470 5899	Workers Comp Admin / Other Operating Expenses
L20R0275	PROCARE WORK INJURY CENTER	2,000.00	2,000.00	682719470 5820	Workers Comp Admin / Physical Exam, Drug testing
	Fund 68 Total:	852,770.00	852,770.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/24/2017

FROM 07/01/2017 TO 07/31/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R0014	KEENAN & ASSOCIATES	19,500.00	19,500.00	695009470 5899	Insurance Health/Welfare / Other Operating Expenses
L20R0017	P & A ADMINISTRATIVE SERVICES	2,000.00	2,000.00	695009470 5813	Insurance Health/Welfare / Consultant
L20R0020	P & A ADMINISTRATIVE SERVICES	200,499.00	200,499.00	695019470 3701	Insurance Health/Welfare-Retir / RETIREE
L20R0243	FEDERAL EXPRESS CORP.	800.00	400.00	695009470 5930	Insurance Health/Welfare / Postage, Parcel, & Delivery
Fund 69 Total:		222,799.00	222,399.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/24/2017

FROM 07/01/2017 TO 07/31/2017

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			3,993,625.84		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

08/24/2017

FRO 07/01/2017 TO 07/31/2017

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20R1671	ATKINSON ANDELSON LOYA RUDD &	870.19	+133.88	012719165 5830	Superintendent / Legal Fees
L20R0089	SCHOOL SERVICES OF CALIFORNIA	900.00	+225.00	012719165 5210	Superintendent / Travel, Conference, Workshop
			+225.00	012719380 5210	Business Department / Travel, Conference, Workshop
			+225.00	012719470 5210	Personnel Department / Travel, Conference, Workshop
			+225.00	012849380 5210	Fiscal Services / Travel, Conference, Workshop
Fund 01 Total:			+1,033.88		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

08/24/2017

FRO 07/01/2017 TO 07/31/2017

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20X0287	WHAT A LOT OF PIZZA	2,429.00	+254.00	123207598 4710	Child Dev Cntr Prsch Food Serv / Food
K20X0288	WHAT A LOT OF PIZZA	1,567.28	-63.97	123207598 4710	Child Dev Cntr Prsch Food Serv / Food
K20X0289	SOUTHERN CALIFORNIA PIZZA COMP	4,174.00	+41.50	123207598 4710	Child Dev Cntr Prsch Food Serv / Food
Fund 12 Total:			+231.53		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

08/24/2017

FRO 07/01/2017 TO 07/31/2017

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			+1,265.41		

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2017 44

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES		11,792.00
2100	INSTRUCTIONAL AIDES' SALARIES		102.00
2400	CLERICAL & OFFICE SALARIES		2,500.00
3101	STRS-CERTIFICATED POSITIONS		1,564.00
3202	PERS-CLASSIFIED		15.00
3313	MEDICARE-CERTIFICATED		188.00
3314	MEDICARE-CLASSIFIED		8.00
3353	ARP-CERTIFICATED		2.00
3356	OASDI-CLASSIFIED		37.00
3501	SUI-CERTIFICATED		4.00
3601	WORKERS'COMP-CERTIFICATED		292.00
3602	WORKERS'COMP-CLASSIFIED		13.00
4200	BOOKS OTHER THAN TEXTBOOKS		477.00
4300	MATERIALS & SUPPLIES	489.00	3,061.00
5600	RENTAL,LEASE,REPAIR & NON CAP		9,322.00
5800	PROF/CONS SERV & OPER EXPENSE		4,781.00
8600	LOCAL INCOME		33,400.00
9790	UNASSIGNED/UNAPPROPRIATED	398.00	129.00
Subfund Total:		887.00	67,687.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 08/24/2017.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2017 38

It has been resolved to make the budget transfers as listed below per Education Code 42600.

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES		865.00
3313	MEDICARE-CERTIFICATED		13.00
3353	ARP-CERTIFICATED		2.00
3601	WORKERS'COMP-CERTIFICATED		20.00
4300	MATERIALS & SUPPLIES		832.00
4400	NONCAPITALIZATION EQUIPMENT	34.00	
5200	TRAVEL & CONFERENCES		198.00
5800	PROF/CONS SERV & OPER EXPENSE	2,013.00	
9790	UNASSIGNED/UNAPPROPRIATED		117.00
Subfund Total:		2,047.00	2,047.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 08/24/2017.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above transfer was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy



Fountain Valley School District
Business Service Division

MEMORANDUM

TO: Board of Trustees
 FROM: Christine Fullerton, Assistant Superintendent Business Services
 SUBJECT: **AGREEMENT FOR PROFESSIONAL SERVICES WITH
 ATKINSON, ANDELSON, LOYA, RUUD & ROMO**
 DATE: August 21, 2017

Background:

The law firm of Atkinson, Andelson, Loya, Ruud & Romo will provide legal services for a three year term, beginning August 1, 2017 through July 31, 2020. Services include legal advice relating to any and all aspects of the District’s educational, property and business concerns. The previous agreement was for three years (2014-2017). The new agreement is for three years, and can be terminated at anytime by the District.

Fiscal Impact:

The new agreement includes modest annual increases. Billing rates from the last year of the prior agreement, as well as each year of the new agreement are outlined in the chart below. In addition to hourly billing rates, the District agrees to pay a 5% per month administrative charge based on monthly fees billed, to cover related operational expenses incurred by the law firm.

	2016-17	2017-18	2018-19	2019-20
Senior Partners	\$275.00	\$290.00	\$300.00	\$310.00
Partners/Senior Council	\$255.00	\$265.00	\$275.00	\$280.00
Senior Associates	\$240.00	\$250.00	\$260.00	\$265.00
Associates	\$230.00	\$230.00	\$230.00	\$235.00
Electronic Technology Litigation Specialist	\$230.00	\$230.00	\$230.00	\$235.00
Non-Legal Consultant	\$160.00	\$200.00	\$200.00	\$200.00
Senior Paralegals/Law Clerks	\$170.00	\$170.00	\$170.00	\$175.00

Paralegals/Legal Assistants	\$160.00	\$160.00	\$160.00	\$160.00
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Recommendation:

It is recommended that the Board of Trustees approves the Agreement For Special Services with Atkinson, Andelson, Loya, Ruud & Romo, through July 31, 2020, and authorizes the Superintendent or designee to sign all documents.

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the “Agreement”) is made this 1st day of August, 2017, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the “Law Firm,” and FOUNTAIN VALLEY SCHOOL DISTRICT, hereinafter referred to as “District.”

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the District’s behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for three years, commencing August 1, 2017, through July 31, 2020. For the period August 1, 2017, through July 31, 2020, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

	<u>Aug. 1, 2017- July 31, 2018</u>	<u>Aug. 1, 2018- July 31, 2019</u>	<u>Aug. 1, 2019- July 31, 2020</u>
Senior Partners	\$290.00	\$300.00	\$310.00
Partners/Senior Counsel	\$265.00	\$275.00	\$280.00
Senior Associates	\$250.00	\$260.00	\$265.00
Associates	\$230.00	\$230.00	\$235.00
Electronic Technology Litigation Specialist	\$230.00	\$230.00	\$235.00
Non-Legal Consultants	\$200.00	\$200.00	\$200.00
Senior Paralegals/Law Clerks	\$170.00	\$170.00	\$175.00
Paralegals/Legal Assistants	\$160.00	\$160.00	\$160.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

B. In addition, the District hereby agrees to pay a 5% per month administrative charge calculated and based on monthly fees billed to cover related operational expenses incurred by the Law Firm. This administrative fee is in lieu of charging the District for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage. This does not include items listed in paragraph D below.

C. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

D. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent's or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost advances include, but are not limited to, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

E. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

F. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

G. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

H. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

I. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

J. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

K. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

L. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

V. RELATED POST-INVESTIGATION SERVICES

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

VI. CONSENT TO JOINT REPRESENTATION

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide the District with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the District, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and District.

VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

VIII. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

IX. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

X. DURATION

This Agreement shall be effective August 1, 2017, through July 31, 2020, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

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XI. EXECUTION DATE

This Agreement is entered into this 1st day of August, 2017.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____

By: _____
JAMES BACA

“District”

FOUNTAIN VALLEY SCHOOL DISTRICT

Dated: _____

By: _____



Fountain Valley School District
Business Service Division
Food Service

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Diane Sharpe, Food Service Director
SUBJECT: **AUTHORIZATION TO USE ANAHEIM UNION HIGH SCHOOL DISTRICT BID (#2015-26 DAIRY) FOR THE PURCHASE OF DAIRY PRODUCTS**
DATE: August 21, 2017

Background:

School district governing boards have the authority to “piggyback” on another public agency’s bid per Public Contract Code Section 20118 and 20652 when it is determined to be in the best interest of the district. The Anaheim Union High School District went out to bid for dairy products on June 15, 2015 and awarded Clearbrook Farms, Inc. the contract. The Anaheim Union High School District is rolling over this bid for the 2017-2018 school year and Fountain Valley School District has been offered this extension as well.

Fiscal Impact:

The use of the Anaheim Union School District #2015-26 Dairy Bid (piggyback) allows the District to purchase milk and other dairy products at a much more competitive price than if the District were to go out to bid on its own.

Recommendation:

It is recommended that the Board of Trustees approves the use of the 2017-2018 rollover of the Anaheim Union High School District Bid (#2015-26 Milk and Dairy Products) (“piggyback”) for the purchase of dairy products.



Fountain Valley School District

Clearbrook Farms Inc.
7011 Stewart and Gray Rd
Downey, Ca 90241
Wayne Prins
562-806-8011

Waynep@clearbrookfarms.net
Jacep@clearbrookfarms.net
www.Clearbrookfarms.net

Clearbrook Farms has been family owned and operated since 1964, in Downey, California. Our dedicated and experienced staff have been proudly serving local school districts for over fifty (50) years. We proudly feature quality milk products from Rockview Farms and have built a strong customer base who have chosen Clearbrook Farms for these reasons:

We are dependable: We always deliver on time, every time so you never have to worry about your order and product being delivered when you want and need it.

Superior Customer Service: We are here for you-our friendly and responsive staff make it easy for you to do business with us so your milk product ordering is hassle-free.

Efficient Operations: Our operations have been finely tuned so that errors and mistakes are eliminated and cost savings are passed on to you.

Experienced employees: Our drivers have been with us for many years which means they know how every school wants their product delivered and stored which means you can rest assure your milk order is properly stored.

Clearbrook Farms is currently servicing 25 school districts in Southern California. We have continued to grow at a steady rate to insure each customer, new and old, is 100% happy all the time. Based on your needs, we are excited to have the opportunity to supply the Fountain Valley School District with Dairy and Juice products. We have never fallen short of our promise, which is to provide the best quality products, on time, every time, and we want you to be a part of our team!

Thank you,

Wayne Prins
President



Clearbrook Farms Service to Fountain Valley School District

1. Will you be able to meet specific delivery days & hours? YES

Clearbrook Farms will absolutely commit to meeting the specified delivery days and hours outlined in our conversation. As a normal course of business, we establish the routing for each district at the beginning of the school year that meets every school delivery schedule need. For newly acquired districts, we individually visit each site to be sure keys are working and our drivers know where to put all products as specified by each school. Our drivers will deliver the same customers throughout the entire school year so they know exactly how each school prefers to have their order delivered. This process will ensure that 100% of your deliveries will be made on time!

2. Will there be a minimum case or dollar value required per stop? If so, what is the minimum or minimum dollar value?

Clearbrook Farms does not require a minimum case or dollar value per stop.

3. How many days lead time to you require for an order?

We require a 1 day lead time on all orders. All orders need to be placed by 9am for the next day's usage. In the event a customer forgets to order, we will either repeat the previous days order or make an order up based on their estimated usage from the previous 5 days. We understand that for schools, getting the products they ordered, when they want it is critical which is why Clearbrook Farms puts so much emphasis on fill rate. Clearbrook Farms is an independent distributor and can source product from multiple dairies so our fill rate has been and always will be 100%. Our primary supplier, Rockview Farms, has consistently shown that they can and will fill our daily order which has been instrumental in our ability to maintain a 100% fill rate. This fill rate may include the rare occasion when a substitute product is used.

4. What is your procedure for notifying the customer of shortages and/or substitutions?

Although Clearbrook Farms has never had a delivery that was shorted because of lack of product, if it happened we would immediately notify the school and provide options to mitigate the shorted product. There are rare times when a particular product is temporarily unavailable and a substitute product is provided. For Example, a flat of 4oz. Apple juice might be substituted for a flat of 4oz orange juice. Substitutions are rare but when they happen, it is typically with yogurt or juice products. Drivers will leave an invoice with substitution noted on it and our customer service department will automatically make any credit adjustment due to the school. Products substituted that have a higher cost than the product ordered are sold at a lower price to the school.

5. What procedures do you have in place to fill emergency orders?

If the customer doesn't order enough product and needs an emergency order we will make a special delivery to be sure the customer has enough product for their breakfast or lunch. There is no extra charge for a special delivery and they can usually be done within 1 hour of us being notified.



Clearbrook Farms
7011 Stewart and Gray RD.
Downey California 90241

June 29, 2017
Fountain Valley School District
Piggyback: Anaheim Union High School District
Bid # 2015-26 Milk and Dairy products
June 8, 2015 By 4:00PM

Clearbrook Farms will allow Fountain Valley School District to piggy-back on Anaheim Union High School districts contract for school year 2017-2018. Terms, conditions, and pricing will be the same as Anaheim UHSD thru July 31, 2018. We look forward to a great school year and are excited for this opportunity to serve the Fountain Valley Schools.

Thank you,

A handwritten signature in cursive script that reads 'Wayne Prins'.

Wayne Prins
President



ANAHEIM UNION HIGH SCHOOL DISTRICT
Learning With Purpose: College and Career Ready

April 28, 2017

Wayne Prins
President
Clearbrook Farms, Inc.
7011 Stewart & Gray Road
Downey, CA 90241

Dear Mr. Prins,

The Anaheim Union High School District wishes to extend the existing bid for milk and dairy products, per Bid No. 2015-26, Item 4., under the renewal pricing of 1.9% on all products effective August 1, 2017, and same terms and conditions. The term of the extension will be for an additional year commencing July 17, 2017 through July 16, 2018 at a total cost not to exceed \$2,000,000.

If you should have any questions, please let me know. Thank you.

Sincerely,

Brad Minami
Director, Purchasing and Central Services

c: Orlando Grlego
Director, Food Services

Anaheim Union High School District				
Pricing 2016-2017				
Item	Description	Item	June.2017	July.2017
112	HOMO 8oz. SW	112	0.245	0.2458
130	1/2 Gal Fat Fee	130	1.82	1.824
134	Fat Free 8oz cartons	134	0.1822	0.1832
136	1% LOWFAT GALLON	136	2.92	2.961
138	1% 8oz cartons	138	0.203	0.206
150	Choc FF 8oz cartons	150	0.1895	0.1905
160	1/2 Gal 1%	160	1.52	1.541
161	Qt. Half & Half	161	1.635	1.73
257	32# VANILLA YOGURT RV	257	32.59	32.59
259	32# STRAWBERRY YOGURT RV	259	27.69	27.69
260	1/2 Gal Buttermilk	260	1.71	1.71
271	NON DAIRY CREAMER 400/3/8OZ	271	7.59	7.59
279	Cottage Cheese LF 2/5#	279	15.56	15.56
282	PT. LF COTTAGE CHEESE	282	2.69	2.69
291	Sour Cream 5#	291	7.39	7.39
292	SOUR CREAM PT.	292	1.89	1.89
359	Apple Juice 8oz cartons	359	0.1742	0.1742
361	Orange Juice 4oz cartons	361	0.1429	0.1429
362	Orange Juice 8oz cartons	362	0.268	0.268
366	Very Berry Juice 4oz cartons	366	0.1081	0.1081
367	Very Berry Juice 8oz cartons	367	0.1837	0.1837
368	Apple Juice 4oz cartons	368	0.1034	0.1034
405	ID CINN/HAZELNUT 288 1/2OZ	405	22.75	22.75
407	FRENCH VANILLA 1/2OZ 288/CS	407	22.75	22.75
600	BUTTER 1# 1/4	600	2.89	2.89
603	BUTTER SOLIDS 1# 30/CS	603	72.29	72.29
701	1# MARGARINE CUBES	701	0.99	0.99
702	MARGARINE 30#	702	17.99	17.99
780	STRING CHEESE 96/1OZ	780	19.8	19.8
805	CREAM CHEESE 3#	805	6.99	6.99
921	LARGE EGGS 15DOZ CASE	921	19.07	19.07
1419	Lactaid FF 20/8oz case	1419	10.59	10.59
2450	choc ff 8oz pouch	2450	0.1895	0.1905
2453	1% 8oz pouch	2453	0.203	0.206
3150-3152	Yoplait Trix 48/4oz	3150-3152	13.49	13.49
3135-3137	Yami 48/4oz case	3135-3137	14.4	14.4
3279	Yoplait Parfait 6/4lb case	3279	34.29	34.29
3289-3304	LILLY Quart yogurt	3289-3304	2.39	2.39
3811	Cream Cheese 100/1oz case	3811	13.99	13.99
3813	Cream Cheese Lt. 100/1oz case	3813	14.59	14.59
4146	Soy 24/8oz case	4146	16.8	16.8
7230-7276	Yami 8oz Yogurt	7230-7276	0.57	0.57
7893	GOSSNER 1% SHELF STABLE 27/8OZ	7893	11.17	11.17
7894	MOO MATES FF CHOC 27/8OZ	7894	12.9897	12.9897
8902	DZ. X-LARGE EGGS	8902	1.99	1.99

ANAHEIM UNION HIGH SCHOOL DISTRICT
BID NO. 2015-26 - MILK AND DAIRY PRODUCTS
BID FORM

COMPANY NAME: Clearbrook Farms, Inc.

5. This bid is subject to a cash discount of _____% thirty (30) days.
6. It is the intent of the District that other school districts, community colleges, or government agencies, pursuant to Public Contract Code Sections 20118 and 20652 may utilize the provisions of this bid pursuant to the specifications set forth herein. The District waives its right to require other districts or agencies to draw their warrants in favor of this District and authorize each district to make payment directly to the successful bidder.

X Option Granted
_____ Option Not

Granted

Suppliers who are awarded any part of this contract will be provided with a copy of the legal notice, the Board recommendation and any other information pertaining to this bid. Any supplier choosing to utilize the Piggyback option will be responsible for providing this information to other districts or agencies.

7. The District requests the option to purchase additional items not listed in bid. Please state percent discount to deduct from catalog list prices or submit pricing on these items. Catalog/List Prices Less _____% Discount for all items in catalog or submit list of all items and prices extended to District not specifically included in the above bid.

Dated: 6-15-15

Clearbrook Farms, Inc.

Proper Name of Bidder

Wayne Prins, President

By

Wayne Prins

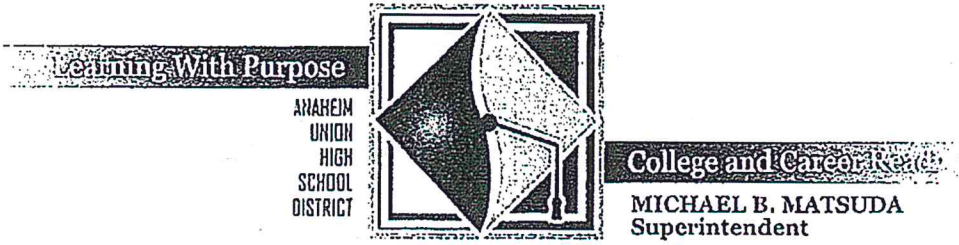
Signature of Bidder

Note: If a bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents; if a bidder is a partnership, the true name of the firm shall

Anaheim Union High School District

Bid 2015-26

Page 14 of 15



Official action of the Board of Trustees on July 16, 2015, to be used for official record of employment, travel, bid awards, other authorizations as necessary or indicated.

Award of Bids, Food Service

Background Information:

The Board of Trustees was requested to award bids for the purchase of various food service related items. There are food service related items that the District anticipates it will need during the school year; such items include bread and related products, milk and dairy products, fresh produce, as well as paper, plastic, and related goods. Paper, plastic, and related goods are used for the preparation and distribution of meals, which include sporks, school lunch trays, plates, cups, lids, containers, gloves, and related items.

Current Consideration:

These bids will establish discounted pricing and fulfill federal, state, and local bidding requirements. The amounts shown below are best annual estimates and actual amounts spent could be higher or lower. The following bids were the lowest, most responsible, and responsive bidders.

Award of Bids:

The Board of Trustees was requested to award the following bids:

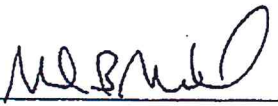
<u>Bid #</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2015-25	Bread and Related Products	Galasso's Bakery	\$225,000
2015-26	Milk and Dairy Products	Clearbrook Farms, Inc.	\$2,000,000

Budget Implication:

The total cost is not to exceed \$2,225,000. (Cafeteria Funds)

Action:

The Board of Trustees awarded all bids as listed for the purchase of various food service items from the listed suppliers for up to three years, renewable annually by the District's director of Purchasing and Central Services.


 Michael B. Matsuda
 Superintendent



Fountain Valley School District
Information Technology

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Parham Sadegh, IT Supervisor
SUBJECT: **APPROVE THE CONTRACT WITH MICROSOFT, INC. FOR
OFFICE 365 ANNUAL LICENSE**
DATE: August 21, 2017

Background:

Fountain Valley School District utilizes Microsoft Office Productivity Suite; collectively referred to as Microsoft Office to create a variety of school related documents including letters, memos, spreadsheets, and presentations. The Microsoft Office version currently used district-wide, Office 2007, is 7 years old and needs to be upgraded in order to be compatible with documents created in newer versions of Microsoft Office. Additionally, Microsoft has announced that it will not provide to support to Office 2007 after 2017.

Microsoft has rebranded Microsoft Office into a new product called Office 365. Office 365 is an annual subscription-based service, which includes the latest version of installable Word, Excel and PowerPoint programs along with a variety of new cloud based services.

Fiscal Impact:

The subscription is \$9,950.00 annually for the next 3 years. This amount will be paid through the IT department's budget.

Recommendation:

It is recommended that the Board of Trustees approves the contract with Microsoft Inc., for the Office 365 annual licenses.



Fountain Valley School District
Business Service Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **AGREEMENT WITH CORINNE LOSKOT CONSULTING INC.,
IN ORDER TO ASSIST WITH OBTAINING STATE SCHOOL
FACILITIES FUNDING**
DATE: August 21, 2017

Background:

With the passage of Proposition 51, new State Facilities Funds will be available to eligible Districts. The District is interested in establishing its eligibility and pursuing potential state grant funding. Ms. Loskot has more than thirty years of planning experience in public school facilities development and has helped to obtain hundreds of millions in state funding for school districts.

Fiscal Impact:

The agreement is for one year with an amount not to exceed \$45,000.

Recommendation:

It is recommended that the Board of Trustees approves the Agreement with Corinne Loskot Consulting, Inc. in order to assist the District in obtaining State School Facilities Funds.

VIA EMAIL

July 22, 2017

Ms. Christine Fullerton
Assistant Superintendent, Business
Fountain Valley School District
10055 Slater Ave.
Fountain Valley, CA 92708

**SUBJECT: FOUNTAIN VALLEY SCHOOL DISTRICT
SCHOOL FACILITIES FUNDING CONSULTING AGREEMENT FOR
STATE SCHOOL FACILITIES FUNDING**

Dear Christine:

Thank you for the opportunity to submit this proposal and agreement for consulting services to pursue potential future state grant funding for your qualified modernization school facilities projects. I understand the Fountain Valley School District's (District) priority is to obtain School Facilities Funding Program (SFP) state grant funding for its planned HVAC installation projects.

SCOPE OF WORK: Based on my understanding of the District needs, the District may pursue state funding for modernization and additions at multiple schools. The services below are provided as applicable for the development of state grant facilities program applications through CDE and OPSC for all eligible projects.

1. Analyze potential **modernization eligibility** for state funding, baseline, facilities age, enrollment annual adjustment, and multi-year scenarios to determine the highest projected state grant eligibility.
2. Analyze potential **new construction eligibility** for state funding, baseline, high-school attendance area, DU augmentation, feeder data, and multi-year scenarios to determine the highest projected state grant eligibility.
3. Submit all documents to establish increased state grant eligibility.
4. Prepare documents and guide the grant allocation strategy to generate and request state grant funding for completed and planned projects, as applicable to your program needs, and as directed by the District.
5. Prepare and process eligibility approval with OPSC.
6. Prepare grant funding estimates for potential reimbursement projects.
7. Recommend projects for state funding applications including potential reimbursement.
8. Develop and guide state funding strategies with project team.
9. Review plans for funding applications prior to architect's submittal to DSA.
10. Recommend project variations such as alternative space identification, sequencing, scope splitting/combining, alternative use of grants and DSA courtesy reviews.
11. Verify compliance with competitive selection of design professionals, CEQA, DTSC, Title 5, mandatory construction contractor prequalification, DIR PWC-100 / project & contractor registration, career technical education facilities adequacy findings, and applicable California code and regulatory requirements for state funding.
12. Prepare and coordinate state funding application forms and related documents.
13. Coordinate approval by CDE and OPSC.

14. Respond to and adjust forms in response to agency comments, enrollment revisions and program changes.
15. General research when that research provides a direct benefit to the District. The time is prorated time when there is a direct benefit to multiple districts, to monitor regulations, legislation, OPSC, CDE, CASH and other industry or program related documents reports and communications.
16. Coordinate record management, grant agreement, fund release request, expenditure reporting, response to audits, etc.
17. Any other work as directed by the District and mutually agreed upon.

QUALIFICATIONS: I have more than thirty years of planning experience in public school facilities development and helped obtain hundreds of millions in state funding for many school districts. Please visit www.corinneloskot.com to review my qualifications.

FEE: A not-to-exceed authorization of \$45,000 per year for the period July 22, 2017 through June 30, 2018.

Corinne Loskot Consulting, Inc. has a federal tax ID/EIN #33-0973425, therefore; IRS form 1099 is not required.

Thank you very much for the opportunity to present this proposal. To accept my agreement, please sign, date and email the agreement to me with a purchase order number. Please retain one signed agreement for your records. Please do not hesitate to contact me at 949.632.0055 for any additional information. I look forward to continuing to work with you and your team to secure state grant funding for your facilities.

Sincerely,

Corinne Loskot

Corinne Loskot, President, Corinne Loskot Consulting, Inc.

AGREEMENT FOR CONSULTING SERVICES

This agreement by and between Corinne Loskot Consulting, Inc., herein referred to as CONSULTANT,

and Fountain Valley School District, herein referred to as CLIENT, shall be effective July 22, 2017 and extend through June 30, 2018. CONSULTANT and CLIENT, for the consideration hereinafter named, agree as follows:

OBJECTIVE: The CLIENT seeks specialized consulting in facilities planning and state facilities funding for pursuit of the optimal state funding for modernization and/or expansion of existing schools, and other work as directed by the CLIENT.

SCOPE OF WORK: In general, at the direction of the CLIENT, the CONSULTANT shall complete the scope of work as stated in the proposal dated, July 22, 2017.

LIMITATIONS: CONSULTANT does not carry insurance for workers' compensation, does not guarantee grant funding or program compliance and does not assume any liability for design or approval.

COMPENSATION: CLIENT shall pay the CONSULTANT in accordance with the following fees for all services rendered. CLIENT shall pay the CONSULTANT the amount of \$225 per hour for services (\$125 per hour for assistant planner), for an amount not-to exceed \$45,000 for services rendered, reimbursement of reasonable out-of-pocket expenses, including travel for state agency meetings, and any authorized subconsultant(s) at cost plus 15%. Out-of-town travel. CLIENT agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by CONSULTANT and CONSULTANT'S personnel. CLIENT will also be charged 50% of the hourly rates for the time CONSULTANT personnel spend traveling. CONSULTANT shall require prior consent for travel to Sacramento. Services are provided on a time and materials basis. This is not a fixed fee agreement for a specified scope of work. Monthly billings are based on the actual time and material expenses. Payment shall be made monthly. Payment of CONSULTANT'S invoice will be due upon receipt. Reimbursable expenses are those, which are reasonable and necessarily incurred by CONSULTANT in the interest of a CLIENT project, and inclusive of any authorized subconsultants.

DURATION OF AGREEMENT: This agreement may continue in force or as amended by agreement. The hourly rate shall remain in effect through June 30, 2018.

TERMINATION: Either party may terminate this agreement with no cause with seven (7) days written notice.

By executing this agreement, the parties below agree to the terms above.

Signature: *Corinne Loskot*

Date: July 22, 2017

Corinne Loskot, President, Corinne Loskot Consulting, Inc.
21942 Via Del Lago, Trabuco Canyon CA 92679-3437
Tel. 949.632.0055 Fax 949.589.8826

Signature: _____

Date: _____

Christine Fullerton
Assistant Superintendent, Business
Fountain Valley School District
10055 Slater Ave., Fountain Valley, CA 92708



Fountain Valley School District
Business Service Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **AGREEMENT WITH KEY ANALYTICS FOR ANALYTICAL AND OPERATIONAL SUPPORT SERVICES FOR MEASURE O BOND FUNDS**
DATE: August 21, 2017

Background:

As a General Obligation Bond, Measure O, passed by voters in November, has specific accountability and compliance requirements. If the District is successful in acquiring State Facilities Funding, additional compliance requirements will be added. Additionally, in order to fulfill the promise made to stakeholders, tracking and reporting of revenues and expenditures, as well as, strategic cash flow planning will be essential. Key Analytics is a web based program that will allow the District to track all funding sources, establish a budget specific to the project, track fund activities across fiscal years, and prepare reports for the Board of Trustees, Citizen's Bond Oversight Committee, and other community stakeholder groups.

Fiscal Impact:

The agreement is for five years at a cost of \$30,000 per year with a one-time \$5,000 set up and training fee. This is an approved use of Measure O dollars.

Recommendation:

It is recommended that the Board of Trustees approves the Agreement with Key Analytics for analytical and operational support services for Measure O bond funds.



**PROFESSIONAL SERVICES
AGREEMENT**

By and Between

KEYANALYTICS

and

FOUNTAIN VALLEY SCHOOL DISTRICT

for

***KeyAnalytics
Operational Support Services***

THIS AGREEMENT, commencing on August 1, 2017, by and between **Fountain Valley School District**, located in Orange County, California, a school district duly organized under the laws of the State of California (the "DISTRICT"), and C Financial Investment, Inc., a California corporation d.b.a. **KEYANALYTICS** (the "CONSULTANT").

WITNESSETH

WHEREAS, the DISTRICT has determined it has an immediate and ongoing need for the CONSULTANT to provide the professional consulting services set forth in Section I of this AGREEMENT including the referenced Exhibits attached hereto;

WHEREAS, the DISTRICT and the CONSULTANT have reasonably concluded that the described services herein do not currently constitute municipal advisory services as the term is applied by the SEC and the MSRB to firms acting as an advisor in connection with the analyzing, structuring or advising on matters related to the structuring and/or issuing of municipal securities;

WHEREAS, the CONSULTANT has disclosed that it is specifically not qualified to provide legal or investment advice related to legal matters that impact the use or restrictions of certain funds or the investment of any DISTRICT funds as part of its services hereunder;

WHEREAS, the services required and described in this AGREEMENT are highly specialized and are not otherwise required by the DISTRICT except during periods when capital facilities are being funded and expended for its School Funding Program ("SFP"), for the ongoing maintenance and compliance related to any resulting municipal issuances, and/or State SFP applications; and

NOW, THEREFORE, it is mutually agreed as follows:

The DISTRICT hereby retains the CONSULTANT to perform the services, upon the terms, subject to the conditions, and in consideration of payments as hereinafter set forth.

I. SERVICES TO BE PROVIDED BY CONSULTANT

The CONSULTANT shall perform the services ("Consulting Services") set forth in the statement of work (the "Statement of Work") that is attached as Exhibit A to this AGREEMENT in a diligent manner consistent with the usual and customary professional standards. This AGREEMENT and the Statement of Work shall be referred to herein as the "AGREEMENT".

The CONSULTANT may be directed by the DISTRICT in writing to perform supplemental tasks, analyses, expert testimony or assignments related to the provision of the services ("Special Related Consulting Services") in this AGREEMENT. Such related services are intended to supplement the services as described herein as circumstances may, from time-to-time, require assistance with matters related to but not contemplated by this AGREEMENT.

II. COMPENSATION FOR SERVICES RENDERED

A. FEES

DISTRICT shall pay CONSULTANT a fee computed in accordance with the fee schedule incorporated into in each of the attached Statements of Work (“Fee Schedules”) for the Consulting Services rendered.

The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of any Special Related Consulting Services, based on the time and materials expended, at a rate of \$250 per hour plus expenses as described herein.

B. REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES

Unless otherwise stated within the Fee Schedule, CONSULTANT shall be reimbursed for out-of-pocket expenses, which include extraordinary travel expenses, charges for outside services specifically requested by the DISTRICT, filing fees, other printing charges and other like expenditures -- provided that if any individual expense exceeds \$500.00, the CONSULTANT shall obtain the PRIOR WRITTEN APPROVAL of the DISTRICT’s superintendent, chief business officer or facility planning representative -- each of whom shall be a DISTRICT employee. The CONSULTANT shall be reimbursed for such expenses upon submitting an itemized statement therefore. These expenses shall be billed no more frequently than quarterly, if incurred, and payable within thirty (30) days of receipt of the CONSULTANT’s invoice.

C. INVOICES

Unless otherwise stated within the Fee Schedules, on or about the 15th day following each month during which Consulting Services are rendered hereunder, CONSULTANT shall deliver to DISTRICT an invoice for the Consulting Services performed and the reimbursable expenses incurred in the prior month. All fees and reimbursable expenses shall be payable within thirty (30) days of receipt of the CONSULTANT’s invoice.

III. OTHER MATTERS

A. DISTRICT Facilities Data Stored on DATA VAULT: The CONSULTANT will provide DISTRICT access to the CONSULTANT’S proprietary online **DATA VAULT** to manage, tag, upload, organize and store important documentation required for OPSC closeout audits, Federal reporting obligations and local DISTRICT revenue/funding sources compliance requirements. CONSULTANT shall reasonably protect such data from loss or theft but shall not take extraordinary measures to protect data stored in the vault.

The DISTRICT is advised to retain copies of items stored in the vault and only to store non-confidential documents as part of utilizing this service.

B. Severability: Should any portion of the AGREEMENT be invalidated through legal proceedings; the remaining portions of the AGREEMENT shall remain valid and binding upon both parties;

- C. Sub-consultants:** The CONSULTANT may utilize inputs and data provided by the DISTRICT, DISTRICT consultants, or other third parties retained by the CONSULTANT without or at the direction of the DISTRICT. The CONSULTANT agrees that all payments to such sub-consultants retained by the CONSULTANT shall be the sole responsibility of the CONSULTANT.
- D. Independent Contractor Status:** The CONSULTANT and any and all agents and employees of CONSULTANT shall perform the services required pursuant to this AGREEMENT as an independent contractor, not as officers, employees or agents of the DISTRICT. In providing the services contemplated by this AGREEMENT, the CONSULTANT shall maintain a professional working relationship with the DISTRICT.
- E. Indemnity:** The CONSULTANT shall indemnify, defend and hold the DISTRICT, its Board of Trustees, officers, agents, and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in court action with or in any manner arising out of the CONSULTANT'S performance of, or failure to perform, any of the duties contemplated by this AGREEMENT, unless such failure was caused in whole or in part by a negligent act or omission of the DISTRICT.
- The DISTRICT shall indemnify and hold the CONSULTANT, its officers, agents and employees harmless from any and all actions or omissions to act which are the responsibility, in whole, or in part, of the DISTRICT. The obligation to indemnify and hold a party harmless as set forth herein shall include payment of any and all attorney's fees and other expenses which are the subject of such AGREEMENT to indemnify and hold harmless, in addition to any damages actually incurred.
- F. Special Provision for Ongoing Investigations, Litigation and Law Enforcement Related Activities:** The DISTRICT shall compensate the CONSULTANT separately, at its hourly consulting rate, for any ADDITIONAL services made necessary by any external investigation by State, County or Federal authorities of the DISTRICT's utilization of funds and expenditures or CONSULTANT prepared data provided that the investigation does not arise primarily from the activities of the CONSULTANT. The CONSULTANT shall be entitled to recover reasonable legal costs made necessary by its involvement in any such investigations including legal advice related to the preparation of materials to be used in testimony or as evidence in such investigations and legal expenses incurred as a result of proposed or actual legal actions involving the CONSULTANT that are not primarily the result of acts of gross negligence or misconduct of the CONSULTANT.
- G. Taxes:** The CONSULTANT shall be liable and solely responsible for paying all required taxes, including, but not limited to, federal and state income taxes and social security taxes, on all amounts payable to the CONSULTANT. All payments to the CONSULTANT shall be reported to the appropriate State and Federal tax authorities as required.

- H. Amendment:** This AGREEMENT cannot be changed or supplemented orally and may be modified or suspended only by written instrument executed by all parties.
- I. Compliance with Law:** While performing the services contemplated by this AGREEMENT, the CONSULTANT and the DISTRICT agree to comply with all applicable laws and regulations.
- J. Work Records:** All written work products generated by the CONSULTANT, shall be deemed to be the mutual property of the DISTRICT and the CONSULTANT. The DISTRICT's right to documents produced by the CONSULTANT pursuant to this AGREEMENT shall be limited to read-only copies of the work performed and shall not include any ownership interest, license or possession of any spreadsheets, databases, computer models or data files utilized in preparing the read-only materials.
- K. Entire AGREEMENT:** This AGREEMENT constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral relating to the services to be provided in the AGREEMENT. Prior agreements not directly related to the services to be provided in this AGREEMENT shall remain in full force and effect.
- L. Successors Permitted, Assignment:** This AGREEMENT shall remain valid and binding upon a successor DISTRICT or CONSULTANT in the event that either entity is merged, unified, divided or formed as a successor to either of the two parties to this AGREEMENT.
- M. Execution of the AGREEMENT in Counterparts:** This AGREEMENT may be executed in several counterparts each of which shall be an original. Electronic signatures may be provided to this AGREEMENT or any amendment thereto consistent with the provisions of the California Uniform Electronic Transactions Act.
- N. Initial Term of the AGREEMENT:** The initial term of this AGREEMENT shall be from August 1, 2017 to June 30, 2022.
- O. Renewal of the AGREEMENT:** At the expiration of the initial term, this AGREEMENT shall automatically renew on a month-to-month basis unless otherwise terminated or extended for a longer term by the mutual consent of the parties. Any renewal shall be considered an extension of the original AGREEMENT for the purposes of calculating fees. Failure to renew the AGREEMENT shall not result in a reduction, cancellation or termination of any fees which have been earned by, but not yet paid to the CONSULTANT during the term of the AGREEMENT, and all such fees shall remain payable pursuant to the AGREEMENT's provisions regarding CONSULTANT's fees for services provided hereunder.

- P. Termination of the AGREEMENT:** This AGREEMENT, after an initial period of three years, may be terminated by either party, with or without cause, upon thirty (30) days written notice of either the DISTRICT or the CONSULTANT. All fees (other than hourly fees that shall be paid on an hourly basis notwithstanding termination) shall be prorated according to the percentage of work completed by the CONSULTANT on the date of DISTRICT termination of other services to be provided under this AGREEMENT, and are due and payable no later than the effective date of termination.
- Q. Fee Disputes:** The parties agree to work cooperatively to resolve any, if any fee, disputes that arise during the term of this AGREEMENT. Should such efforts fail to resolve any dispute(s), the parties agree that any legal costs incurred to enforce the terms of this agreement shall be recoverable by the prevailing party.
- R. Notices:** Except for invoices submitted by the CONSULTANT, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed or send by electronic transmission to such party at their respective addresses as follows:

If to DISTRICT:

Christine Fullerton
Assistant Superintendent, Business
Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708
Phone: (714) 843-3250
fullertonc@fvsd.us

If to CONSULTANT:

Mark Epstein
Managing Director,
California Financial Services
412 Humboldt Street
Santa Rosa, CA 95404
Phone: (707) 544-7800
mepstein@calschools.com

All notices shall be effective immediately upon personal delivery or electronic transmission; or on the first business day after delivery to an overnight delivery service, or on the third business day if mailed, postage prepaid

IV. DISPUTE RESOLUTION

THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

- A. All parties to this AGREEMENT are giving up the right to sue each other in court, including the right to a trial by jury, except as provided in the rules of the arbitration forum in which a claim is filed.
- B. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- C. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- D. The arbitrators do not have to explain the reasons(s) for their award.
- E. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- F. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- G. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this AGREEMENT.

Notwithstanding the foregoing, the arbitration forum rules chosen herein provide for only one arbitrator and for mutual participation by the DISTRICT and CONSULTANT in selecting the arbitrator. Arbitration is generally faster and less expensive than a court proceeding. It also offers the parties the opportunity to select a decision-maker who is knowledgeable with respect to the subject matter of the dispute.

DISTRICT and CONSULTANT shall use good faith efforts to resolve all disputes informally through direct discussions between the DISTRICT REPRESENTATIVE and a representative of the CONSULTANT to be appointed by the CONSULTANT for this purpose.

If the parties cannot resolve their dispute by direct consultation, the dispute shall be referred to mediation through the offices of Judicial Arbitration and Mediation Services (JAMS) at the JAMS office which is geographically most closely located to the chief administrative office of the DISTRICT. The parties shall jointly attempt to agree on a mediator from a list of mediators provided by JAMS but if they cannot so agree, they shall request that JAMS provide the parties with a list of potential mediators containing an odd number of not less than five, and the DISTRICT and the CONSULTANT shall alternatively strike one name from the list with the last remaining name deemed to be the mediator selected by the parties.

If the dispute is not resolved in mediation, the matter shall then be submitted to binding arbitration through JAMS and such arbitration shall be conducted pursuant to the JAMS Streamlined Arbitration Rules & Procedures.

Nothing contained herein shall limit either party from seeking injunctive or equitable relief from a court of competent jurisdiction, provided that such injunctive or equitable relief shall be solely in addition to, and not in substitution for the dispute resolution process otherwise provided herein.

The prevailing party in any arbitration or litigation procedure shall be entitled, in addition to any other relief to an award of reasonable attorney's fees incurred.

IN WITNESS WHEREOF, the DISTRICT has caused these presents to be properly executed and the CONSULTANT has caused these presents to be properly executed, as of the date hereinabove set forth.

FOUNTAIN VALLEY SCHOOL DISTRICT

By: _____

Christine Fullerton

Title: Assistant Superintendent, Business Services

KEYANALYTICS

By: _____

**Mark Epstein
Managing Director**

EXHIBIT A
STATEMENT OF WORK

***KEYANALYTICS* PROJECT TRACKING
AND REPORTING SERVICES**



STATEMENT OF WORK

KEYANALYTICS PROJECT TRACKING AND REPORTING SERVICES

SERVICES TO BE PROVIDED BY CONSULTANT

The CONSULTANT shall provide its **KeyAnalytics Project Tracking and Reporting Services** to assist the DISTRICT in developing, implementing, and overseeing a **Facilities Financial Management and Reporting System** that is integrated with the DISTRICT's existing fiscal system operated by the County and/or the DISTRICT. The CONSULTANT shall receive financial data from the DISTRICT at least monthly in a form exported from the DISTRICT's Fiscal System to be uploaded by the CONSULTANT to its **CFS InternetAccess** platform. The Financial Management & Reporting System is designed to support and enhance the ability of the DISTRICT to:

1. Track all major revenue/funding sources identified by the DISTRICT that are being utilized to fund the DISTRICT's School Funding Program including G.O. Bonds, COPs, State grants, developer mitigation revenues, and other capital facilities financing and funding sources, if applicable, into the **CFS InternetAccess** comprehensive and cumulative reporting system.
2. Track the School Funding Program revenue/funding sources identified by the DISTRICT so that each revenue source can be viewed individually and in a combined manner.
3. Establish budget categories, as identified by the DISTRICT, for each authorized school project, project component, and revenue/funding source(s).
4. Upload DISTRICT export files on a monthly basis, or more frequently when available, to the **CFS InternetAccess** platform.
5. Reconcile **CFS InternetAccess** system records with DISTRICT Fiscal reports and balance **9110 Cash Balances, Current Liabilities, Total Expenditures, and Total Encumbrances** with each system upload.
6. Report disbursement of funds from each revenue source for each school project and each expenditure category, as directed by the DISTRICT.
7. Track cumulative fund account activities (across fiscal years) for each DISTRICT Capital Facilities Fund account including but not limited to Building Fund 21, State Fund 35, Prop. 39, and any other Capital Facility Fund that is being used for G.O. Bond projects, as applicable.
8. Prepare a periodic **COMPREHENSIVE FACILITY PROJECT BUDGET AND CASH FLOW UPDATE REPORT** that includes a summary of budgets, encumbrances, disbursements, remaining balances, and an overview of the active School Funding Program projects at a mutually agreed upon frequency as circumstances dictate.

KEYANALYTICS

Professional Services Agreement

Exhibit A – Statement of Work

9. Assist in preparing periodic reports for the DISTRICT's Proposition 39 bond Citizens' Oversight Committee ("COC") that includes project and account information from the **CFS InternetAccess** platform;
10. Provide DISTRICT access to an online portal that will be linked to the DISTRICT's website for easy access of information to the community regarding the DISTRICT's G.O. Bond measure proceeds.
11. Assist in preparing data and reports associated with the filing of the SAB 50-06 Expenditure Reports subject to DISTRICT review and confirmation;
12. When directed by the DISTRICT, provide assistance with OPSC audit inquiries and responses, where applicable (billed on an hourly basis at the CONSULTANT's stated consulting rate provided herein);
13. Provide initial and ongoing training to DISTRICT staff including transition training as staff and job descriptions change within the DISTRICT and/or the CONSULTANT incorporates supplemental features into the **CFS InternetAccess** platform.
14. Provide storage for critical documents associated with the School Funding Program in the **CFS InternetAccess** platform's **DATA VAULT**; and
15. Provide the DISTRICT's authorized staff with user names and passwords in order to enable web access to the **InternetAccess platform**.
16. Local Compliance Services including preparing the following Specialized Reports:
 - a. Assist the DISTRICT in providing documentation and information needed to comply with the local requirements established by the DISTRICT's Board of Trustees and the DISTRICT's internal accounting/auditing policies and procedures, including:
 - 1) Prepare periodic COC/community updates as needed; and
 - 2) Assist DISTRICT auditors by providing the data necessary to complete the annual audits required by for Proposition 39 authorized G.O. Bonds, if applicable.
 - b. Assist DISTRICT auditors by providing requested information needed to complete the year-end closeout of DISTRICT Capital Facilities funds and outstanding municipal securities obligations.

FEE SCHEDULE

The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of the **KeyAnalytics Project Reporting and Tracking Services**, as described above, the following amounts:

1. **INITIAL SETUP FEE:** A one-time **InternetAccess Platform** set-up fee of \$7,500 (the set-up fee will be reduced to \$5,000 if the AGREEMENT is approved by the Board on or before September 1, 2017) for the software system setup that includes the creation of a comprehensive coding system that is integrated with the DISTRICT’s chart of accounts and internal coding system.

In addition, CFS will provide DISTRICT staff training sessions, as needed, regarding the use of an access to the CFS proprietary software platform – **CFS InternetAccess**. This fee is due to the CONSULTANT within thirty days after the execution of this AGREEMENT.

2. **ANNUAL FEE:** A monthly fee of **\$2,500** for the above CONSULTANT’s ongoing KeyAnalytics Capital Facilities Financing Management and Reporting Services including uploading data and providing general support and assistance in reconciling future financial data and preparing reports for DISTRICT staff, DISTRICT auditors, and the COC as directed by the DISTRICT. This fee is due to the CONSULTANT in four quarterly installments on the first day of January, March, September, and January.
3. **OPSC AUDITS AND OTHER REQUESTED SPECIAL RELATED CONSULTING SERVICES:** A fee of \$250 per hour for assistance with OPSC audit responses or data requests and other Special Related Consulting Services requested by the DISTRICT. *The DISTRICT is under no obligation to utilize the CONSULTANT for OPSC audit assistance as part of this AGREEMENT.* Any, if any, additional Special Related Consulting Services will only be provided by the CONSULTANT at such times as authorized by the DISTRICT; and
4. **DATA VAULT STORAGE:** Storage of DISTRICT selected School Funding Program documentation for seven (7) years is included in the annual fee for services for so long as the CONSULTANT is continuously providing **KeyAnalytics services**. *After seven (7) years, the DISTRICT may maintain its active **DATA VAULT** for a fee of \$250 per year or request the DISTRICT data be transferred to a storage medium provided to the CONSULTANT.*

MSRB G-42

CLIENT DISCLOSURE

Potential Conflicts of Interest

This AGREEMENT includes OPTIONAL Consulting Services to be provided at an hourly rate of \$250 for each of the CONSULTANT'S professional staff members. In order for the CONSULTANT to provide any consulting services that might be deemed "*municipal advisory*" services, the Municipal Securities Rulemaking Board requires us, before acting as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We believe we are obligated to provide this disclosure unless you have required that a particular form of compensation be used. After considering these potential conflicts, the DISTRICT should select a form of compensation that best meets its needs and the agreed upon scope of Optional Consulting Services.

Forms of compensation; potential conflicts. The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g. a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend the unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g. monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g. a minimum monthly payment with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon a principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g. bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. For other services, the fee may be based on project size or funds being tracked with accounting and compliance services and software. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or scope of funds being monitored or modify the derivative for the purpose of increasing the advisors' compensation.

Acknowledgement

The undersigned hereby acknowledges that he/she has received this disclosure and that he/she has been given the opportunity to request an additional copy of the contract for review, if needed, as well as raise questions and discuss the foregoing matters with the District's counsel or other advisors.

Fountain Valley School District

Christine Fullerton
Assistant Superintendent, Business

Date



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services Isidro Guerra, Director, Fiscal Services
SUBJECT: **Mandate Block Grant**
DATE: August 24, 2017

Background:

Senate Bill (SB) 1016 established a Mandate Block Grant program. School Districts may receive funding through the Mandate Block Grant or through the long-standing claims reimbursement process. However, the State has clearly encouraged districts to elect the Block Grant as funding for the previously traditional method of individual filing has all but been eliminated in the current year's State Budget. Additionally, over the past five years, districts have received Block Grant funds in a much timelier manner than those who chose to file individual claims.

The District has elected to participate in the Mandate Block Grant program in each of the last five years. The adopted state budget for 2017-18 includes a Mandated Block Grant allocation of \$30.34 per ADA of unrestricted funding for Elementary School Districts during the fiscal year. This equates to approximately \$188,000 for our District.

Recommendation:

It is recommended that the Fountain Valley School District elects Block Grant funding effective for the 2017-18 fiscal year and authorizes the Superintendent or his designee to sign all documents.



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Capital Facilities Fund / Developer Fees**
DATE: August 24, 2017

Background:

Effective January 1, 1997, Senate Bill 1693 amended Government Code Sections 66001 and 66006 to impose more detailed reporting requirements for developer fees. SB 1693 amended Section 66006(b) to provide the following revised reporting requirement:

Section 66006 (b)(1)

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:"

- (1) A brief description of the type of fee in the account or fund.
- (2) The amount of the fee.
- (3) The beginning and ending balance of the account or fund.
- (4) The amount of the fees collected and the interest earned.

Government Code Section 66006 also requires the local agency to review this fund at a regularly scheduled public meeting.

Attached are worksheets summarizing the fees collected, interest earned and specific expenditures on projects during fiscal year 2016-17 as required under section 66006(b)(1).

Recommendation:

It is recommended that the Board of Trustees accept the report on the use of the Capital Facilities Fund income and expenditures.

DEVELOPER FEES - DATA COLLECTION LOG

(To conform with requirements of SB 1693, Chapter 569/1996, Effective 1/1/97)

BEGINNING FUND BALANCE: \$ **884,837.13**
REVENUE DETAIL:

	DATE	DEVELOPER NAME	TYPE OF FEE R/C	Sq footage	FEE RECEIVED	PROJECT OR INVESTMENT SCHOOL SITE(S GAIN/(LOSS)	INTEREST EARNED	TOTAL REVENUE
1	7/1/2016-6/30/2017	Interest					-	0.00
2	7/6/2016	Doan, Nawaiokalani	R	2240	4,368.00	Tamura		4,368.00
3	7/15/2016	Orange Coast Memorial Med Ctr	R	4980	1,543.80	Gisler		1,543.80
4	7/26/2016	Truong, Cathy - Trung, Diane	R	1854	3,615.30	Newland		3,615.30
5	8/9/2016	Tedesco	R	800	1,560.00	Courreges		1,560.00
6	8/13/2016	Dolan, Raymond	R	1353	2,638.35	Plavan		2,638.35
7	8/31/2016	Nguyen-Shepardson, Catherine	R	600	1,170.00	Tamura		1,170.00
8	9/13/2016	Nguyen, Kim	R	1206	2,351.70	Courreges		2,351.70
9	10/25/2016	Phung, Phi	R	882	1,719.90	Gisler		1,719.90
10	10/31/2016	Dolan, Raymond	R	1353	2,638.35	Plavan		2,638.35
11	10/31/2016	Holly, Reginald	R	683	1,331.85	Gisler		1,331.85
	11/3/2016	Le, Ruoc	R	655	1,277.25	Courreges		1,277.25
	11/10/2016	Nguyen, Michelle	R	1965	3,831.75	Plavan		3,831.75
	11/18/2016	Sofrani, Leah	R	2517	4908.15	Cox		4,908.15
	12/6/2016	Bodea, Peter	R	1200	2,340.00	Cox		2,340.00
	1/12/2017	Yucknat, Lori	R	947	1846.65	Tamura		1,846.65
	1/27/2017	Le, Daniel & Lou Ahn	R	1053	2,053.35	Gisler		2,053.35
	1/31/2017	Dolan, Raymond	R	1842	3591.9	Plavan		3591.9
	1/31/2017	Orgill, Gina	R		2,154.75	Plavan		2,154.75
	2/17/2017	Bhakta, Bahdresh	R	1707	3,328.65	Tamura		3,328.65
	3/8/2017	Vickovic, Susan	R	1444	2,230.80	Newland		2,230.80
	3/10/2017	Manchester Center LLC	R	1000	1,950.00	Tamura		1,950.00
	3/29/2017	Pham, Hien	R	1066	2,078.70	Gisler		2,078.70
	4/12/2017	Vu, Tri	R	714	1,392.30	Courreges		1,392.30
	5/2/2017	Albuquerque, Stephen	R	1407.5	2,744.63	Courreges		2,744.63
	5/4/2017	Nguyen, John	R	1762	3,435.90	Cox		3,435.90
	5/9/2017	Vy Ngoc, Dan Nguyen	R	62	120.90	Cox		120.90
	5/17/2017	Grudt, Doug and Julie	R	2340	4,563.00	Gisler		4,563.00
	5/26/2017	Ngo, Darien (Darren)	R	550	1,072.50	Gisler		1,072.50
	6/2/2017	Ninh, Thanh Quang	R	742	1,446.90	Gisler		1,446.90
	6/5/2017	Huynh, Sony	R	3572	6,956.40	Courreges		6,956.40

6/14/2017	Dang, Rich	R		1065	2,076.75	Courreges			2,076.75
6/21/2017	Le, Jackie	R		2544	4,960.80	Plavan			4,960.80
6/23/2017	Esparza, Ernesto	R		773	1,507.35	Newland			1,507.35
6/26/2017	Lin, Paul	R		1148	2,238.60	Cox			2,238.60
6/26/2017	Builders Associates	C		9728	3,015.68	Cox			3,015.68
Total									90,060.91

DEVELOPER FEES - DATA COLLECTION LOG

(To conform with requirements of SB 1693, Chapter 569/1996, Effective 1/1/97)

EXPENDITURE DETAIL:

	DATE	PUBLIC IMPROVEMENT PROJECT	COST OF EACH IMPROVEMENT P.O. #	% OF PROJECT FUNDED WITH FEES	ESTIMATED START DATE OF PROJECT	School Site	REPAYMENT DATE OF LOAN	REFUND FEES TO	AMOUNT OF REFUND	TOTAL EXPENDITURE
1	7/1/2015-6/30/2016	Admin Fee Exp								3,611.79
2	7/1/2015-6/30/2016	Interest Exp								559.90
3	7/1/2015-6/30/2016	Lunch Tables	J20R0822	100		Various				17,216.29
4	7/1/2015-6/30/2016	Talbert Drain Line Repair	J20M4070	100		Talbert				8,200.00
5	7/1/2015-6/30/2016	Special Ed Office Remodel	J20M4047	100		Newland				14,950.00
Total									44,537.98	

ENDING FUND BALANCE:

930,360.06



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **2017-18 Copier and Risograph Maintenance Agreement**
DATE: August 10, 2017

Background:

The District enters into an annual maintenance agreement with Metro Business Solutions, Inc. (Metro) for service and maintenance of District Office copiers and school site Risographs. Metro has been servicing the District since 2005 and provides quality service and timely responses to service calls. The District is in the process of replacing the existing copiers at the school sites and these will no longer require a maintenance agreement with Metro. This agreement covers only those copiers currently being leased as well as the District's fleet of Risographs.

Fiscal Impact:

The approximate cost of the maintenance agreements is \$27,600.

Recommendation:

It is recommended that the Board of Trustees approves the attached maintenance agreements with Metro. It is further recommended that the Board approves a delegation of authority to the Superintendent, or his designee, to execute these maintenance agreements.



Maintenance Agreement

Date:08/09/2017

Customer				Equipment Location			
Company: Fountain Valley School District				Company: Same			
Address: 10055 Slater Ave				Address:			
City: Fountain Valle		State: CA		Zip: 92708		City: State: Zip:	
Phor 714.843.3200				Phone:			
Make/Model	EQ ID	Serial #	Coverage	Start Meter	Annual Coverage	Price	
1 Copystar CS-8001i	272	LAH4100135	20,000	0	240,000	\$1,920.00	
2 DF-790 -4000 SHEET FINISHER							
3 PF-730 LARGE CAPACITY TRAY							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

Subtotal	\$1,920.00
Tax	\$168.00
Total	\$2,088.00

COVERAGE : Covers all labor & general parts (excludes fusers, P.M. kits and consumables)

Payment terms : No terms -COD

SERVICE PLAN

During the agreement period and subject to the terms and conditions of this agreement **Metro Business Solution, Inc.** will require an initial service call to inspect the equipment to be covered by this agreement. This agreement will cover equipment found to be in good working condition at time of inception of this agreement. Any unit (s) found not to be in good working condition will require the unit be repaired before inception of this agreement or items needing repair will be exempt from coverage under this agreement.

PERIOD OF MAINTENANCE: 8/25/17 Thru 8/24/18

This agreement shall continue for a period of one (1) year commencing on the above date and expiring on date above or the stated meter coverage whichever comes first. Thereafter, it shall automatically be renewed thereafter, subject to then current Prices, Terms, and Conditions, unless notified by either party of termination. Metro Business Solution, Inc. will respond to a service request during normal working hours (weekdays 9:00 AM to 5:00 PM) for the unit (s) listed in this agreement If customer requests service outside of this period, customer agrees to pay an additional fee based on Metro Business Solutions, Inc current rates.

By your signature below, you agree to purchase the maintenace services specified above. You acknowledge receipt of a copy of this agreement to the terms aand conditions on page 2 hereof and any addendum(s) hereto , are incorporated and made a part of this agreement.

Customer's Authorized Signature _____

Printed Named _____ Title _____ Date _____

MBS Authorized Signature _____

SIGNATURE WITHOUT PAYMENT DOES NOT CONSTITUTE AN AGREEMENT



575 Anton Blvd ste.300, Costa Mesa, CA 92626
(714) 549 -1121 (800) 862-2679

Maintenance Agreement

Date:08/09/17

Customer					Equipment Location		
Company: Fountain Valley School District					Company: Same		
Address: 10055 Slater Ave					Address:		
City: Fountain Valle		State: CA		Zip: 92708	City:	State:	Zip:
Phor 714.843.3200					Phone:		
Make/Model	EQ ID	Serial #	Coverage	Start Meter	Annual Coverage	Price	
1 Copystar CS-8001i	268	LAH4700239	50,000		600,000	\$3,600.00	
2 Copystar CS-8001i	269	LAH4700231	50,000		600,000	\$3,600.00	
3 Copystar CS-8001i	270	LAH4700252	50,000		600,000	\$3,600.00	
4 DF-790 -4000 SHEET FINISHER		LF8491731					
5 DF-790 -4000 SHEET FINISHER		LF8491705					
6 DF-790 -4000 SHEET FINISHER		LF8491733					
7 BF-730 BOOKLET & TRI FOLD UNIT		N384908389					
8 BF-730 BOOKLET & TRI FOLD UNIT		N384907903					
9 BF-730 BOOKLET & TRI FOLD UNIT		N384907902					
10 PF-730 LARGE CAPACITY TRAY		N3E4902695					
11 PF-730 LARGE CAPACITY TRAY		N3E4902731					
12 PF-730 LARGE CAPACITY TRAY		N3E4902728					
13							
14							
15							

Subtotal	\$10,800.00
Tax	\$0.00
Total	\$10,800.00

NOTES: * CS-8001i - Payment terms- agreement will be billed monthly at \$900.00 per month, any copies over 50,000 a month per unit will be billed at .015.

COVERAGE : Covers all labor & general parts (excludes fusers, P.M. kits a, drums and consumables)

Payment terms : 12 monthly payments of \$900.00

SERVICE PLAN

During the agreement period and subject to the terms and conditions of this agreement **Metro Business Solution, Inc.** will require an initial service call to inspect the equipment to be covered by this agreement. This agreement will cover equipment found to be in good working condition at time of inception of this agreement. Any unit (s) found not to be in good working condition will require the unit be repaired before inception of this agreement or items needing repair will be exempt from coverage under this agreement.

PERIOD OF MAINTENANCE: 8/25/17 Thru 8/24/18

This agreement shall continue for a period of one (1) year commencing on the above date and expiring on date above or the stated meter coverage whichever comes first. Thereafter, it shall automatically be renewed thereafter, subject to then current Prices, Terms, and Conditions, unless notified by either party of termination. Metro Business Solution, Inc. will respond to a service request during normal working hours (weekdays 9:00 AM to 5:00 PM) for the unit (s) listed in this agreement If customer requests service outside of this period, customer agrees to pay an additional fee based on Metro Business Solutions, Inc current rates.

By your signature below, you agree to purchase the maintenace services specified above. You acknowledge receipt of a copy of this agreement to the terms aand conditions on page 2 hereof and any addendum(s) hereto , are incorporated and made a part of this agreement.

Customer's Authorized Signature _____

Printed Named _____ Title _____ Date _____

MBS Authorized Signature _____

SIGNATURE WITHOUT PAYMENT DOES NOT CONSTITUTE AN AGREEMENT



575 Anton Blvd ste.300, Costa Mesa, CA 92626
(714) 549 -1121 (800) 862-2679

Maintenance Agreement

Date:8/09/17

Customer					Equipment Location			
Company: Fountain Valley School District					Company: Same			
Address: 10055 Slater Ave					Address:			
City: Fountain Valle		State: CA		Zip: 92708	City:	State:	Zip:	
Phor 714.843.3200					Phone:			
1	Make/Model	EQ ID	Serial #	Coverage	Start Meter	Annual Coverage	Price	
1	(Courreges) RZ 220 UI	289	81908967	40,000	52234	480,000	\$475.00	
2	(Courreges) RZ 220 UI	291	81909316	40,000	56313	480,000	\$475.00	
3	(COX) RZ 220 UI	256	82548019	40,000	705,231	480,000	\$475.00	
4	(COX) RZ 220 UI	255	81909712	40,000	1712109	480,000	\$475.00	
5	(COX) RZ 220 UI	257	81909707	40,000	1339443	480,000	\$475.00	
6	(COX) RZ 220 UI	254	81902272	40,000	418,441	480,000	\$475.00	
7	(COX) RZ 220 UI	253	62545411	40,000	659696	480,000	\$475.00	
8	(COX) RZ 220 UI	258	82544913	40,000	475,908	480,000	\$475.00	
9	FVSD PUBS RZ 220 UI	271	81907671	40,000	1531355	480,000	\$475.00	
10	(Gisler) RZ 220 UI	281	82544157	40,000	1883963	480,000	\$475.00	
11	(Gisler) RZ 220 UI	280	82544158	40,000	1623277	480,000	\$475.00	
12	(Gisler) RZ 220 UI	278	82544154	40,000	976861	480,000	\$475.00	
13	(Gisler) RZ 220 UI	279	81904030	40,000	2225213	480,000	\$475.00	
14	(Masuda) RZ 220 UI	324	79850102	40,000	208680	480,000	\$475.00	
15	(Masuda) RZ 220 UI	285	79400124	40,000	3474631	480,000	\$475.00	
16	(Newland) RZ 220 UI	276	82544491	40,000	2053287	480,000	\$475.00	
17	(Newland) RZ 220 UI	275	81904129	40,000	2727932	480,000	\$475.00	
18	(Oka) RZ 220 UI	306	82544910	40,000	1093020	480,000	\$475.00	
19	(Oka) RZ 220 UI	307	82549178	40,000	1606524	480,000	\$475.00	
20	(Plavan) RZ 220 UI	302	81909701	40,000	1771988	480,000	\$475.00	
21	(Plavan) RZ 220 UI	303	81909700	40,000	1299850	480,000	\$475.00	
22	(Talbert) RP3105	262	97950996	40,000	11386	480,000	\$475.00	
23	(Talbert) RP3105	260	97950438	40,000	1491420	480,000	\$475.00	
24	(Talbert) EZ220UI	321	79850103	40,000	138659	480,000	\$475.00	
25	(Tamura) EZ220UI	266	79704613	40,000	556912	480,000	\$475.00	
26	(Tamura) EZ220UI	265	79704603	40,000	399800	480,000	\$475.00	
27	(Tamura) EZ220UI	323	79704611	40,000	491522	480,000	\$475.00	
28	(Tamura) EZ220UI	264	79704615	40,000	1563644	480,000	\$475.00	
29	(Tamura) RZ 220 UI	267	81904124	40,000	1949053	480,000	\$475.00	
30	(Fulton) RZ 220 UI	300	82550646	40,000	1274471	480,000	\$475.00	
31	(Fulton) RZ 220 UI	298	89003246	40,000	921498	480,000	\$475.00	

NOTES: Covers all labor & general parts, excludes thermo heads, masters, PM kits and consumables

Subtotal	\$14,725.00
Tax	\$0.00
Total	\$14,725.00

Payment terms : No terms - COD

SERVICE PLAN

During the agreement period and subject to the terms and conditions of this agreement Metro Business Solution, Inc. will require an initial service call to inspect the equipment to be covered by this agreement. This agreement will cover equipment found to be in good working condition at time of inception of this agreement. Any unit (s) found not to be in good working condition will require the unit be repaired before inception of this agreement or items needing repair will be exempt from coverage under this agreement.

PERIOD OF MAINTENANCE: 7/1/17 Thru 7/1/18

This agreement shall continue for a period of one (1) year commencing on the above date and expiring on date above or the stated meter coverage whichever comes first. Thereafter, it shall automatically be renewed thereafter, subject to then current Prices, Terms, and Conditions, unless notified by either party of termination. Metro Business Solution, Inc. will respond to a service request during normal working hours (weekdays 9:00 AM to 5:00 PM) for the unit (s) listed in this agreement If customer requests service outside of this period, customer agrees to pay an additional fee based on Metro Business Solutions, Inc current rates.

By your signature below, you agree to purchase the maintenace services specified above. You acknowledge receipt of a copy of this agreement to the terms aand conditions on page 2 hereof and any addendum(s) hereto , are incorporated and made a part of this agreement.

Customer's Authorized Signature _____

Printed Named _____ Title _____ Date _____

MBS Authorized Signature _____



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Agreement with TLC Auctions for Disposal of District Surplus Property**
DATE: August 8, 2017

Background:

The District continues to seek an efficient approach to dispose of surplus property that can generate funds and help us maintain clean and organized facilities. TLC Auctions is a full service surplus management company that provides removal and liquidation of all school surplus property. They are the largest auction company in Southern California specializing in school surplus property.

TLC Auctions charges a sellers fee of 45% of gross sales upon the successful sale of any surplus property.

Recommendation:

It is recommended that the Board of Trustees approves the annual agreement with TLC Auctions and authorizes the Superintendent or designee to sign all related documents.



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Approve District Use of CMAS Contract with Advantage West for Procurement of Janitorial Supplies**
DATE: August 8, 2017

Background:

The California Multiple Award Schedule (CMAS) program contracts establishes using products, services and prices from already competitively assessed and cost compared multiple award contracts. CMAS contract 4-13-73-0024A, with Advantage West Government Product Solutions is approved by the State of California's Department of General Services (DGS) and available for use by public agencies including K-12 school districts. It has been determined that it is in the best interest of the District to utilize this CMAS contract to purchase janitorial supplies.

Fiscal Impact:

There are no ongoing costs to utilize CMAS contracts.

Recommendation:

It is recommended that the Board of Trustees approves the District's use of CMAS contract 4-13-73-0024A and delegates to the Assistant Superintendent, Business the authority to execute any related documents.

May 10, 2016

Keith Anderson
Advantage West Investment Enterprises, Inc. dba **Advantage West Government Product Solutions**
29970 Technology Drive Suite 219
Murrieta, CA 92563

Subject: RENEWAL of Advantage West Government Product Solutions' California Multiple Award Schedule (CMAS)

CMAS Contract No.: 4-13-73-0024A, SUPPLEMENT NO. 1
CMAS Contract Term: May 10, 2016 through September 30, 2021
Base GSA Schedule No.: GS-07F-0617X

The State of California accepts your firm's offer and renews the attached California Multiple Award Schedule (CMAS) contract for the term identified above. The contract has been awarded the same contract number as the original CMAS contract. This contract number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this contract.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS contract to State and local government agencies. A complete CMAS contract includes the following: **1)** this acceptance letter, **2)** CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), **3)** CMAS terms and conditions, **4)** Federal GSA terms and conditions, and **5)** product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with Contractors who provide ALL of the contract elements described above.


To manage this contract, Contractors are directed to the "CMAS Contract Management and Information Guide", which can be accessed at www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx, then select the "For Suppliers/Contractors" link. This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, Contractor's change of address or contact person, company name change requests, and marketing your CMAS contract.

It is the Contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

THE NEXT QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q2-2016 (APR-JUN)
DUE BY JUL 15, 2016.

The "Approved CMAS Contractor" logo is only available to CMAS contract holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to <http://www.dgs.ca.gov/pd/Resources/FormsResourcesLibrary.aspx>, then select "Reference Material"; click on "CMAS Logos" under the heading "Marketing Tools". At the prompt, enter the login: "cmassupplier" and the password: "cmas010194".

Should you have any questions regarding this contract, please contact me at 916/375-4408. Thank you for your continued cooperation and support of the CMAS Program.


YOLANDA TUTT, Program Analyst
California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ADVANTAGE WEST GOVERNMENT PRODUCT SOLUTIONS
CMAS NO. 4-13-73-0024A, SUPPLEMENT NO. 1**

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS contract and the base contract identified below for the products and/or services available on this contract.

- Cleaning Equip-Accessories
- Cleaning Equip-Carpet Cleaner
- Cleaning Equip-Floor Machine
- Cleaning Equip-Scrubber
- Cleaning Equip-Sweeper
- Janitorial-Carpet Cleaners
- Janitorial-Cleaners
- Janitorial-Degreasers
- Janitorial-Supplies
- Janitorial-Trash Can Liner
- Receptacle-Recycling Container
- Receptacles-Trash

AVAILABLE PRODUCTS AND/OR SERVICES

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

CMAS BASE CONTRACT

This CMAS contract is based on some or all of the products and/or services and prices from GSA Schedule No. GS-07F-0617X (ADVANTAGE WEST INVESTMENT ENTERPRISES, INC.) with a GSA term of 7/1/2011 through 6/30/2021. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be mailed to the following address, or faxed to (951) 461-6647:

**Advantage West Government Product Solutions
29970 Technology Drive, Suite 219
Murrieta, CA 92563
Attention: Cheryl Gould**

Agencies with questions regarding products and/or services may contact the contractor as follows:

**Contact: Keith Anderson
Phone: (951) 816-3295
E-mail: keith.anderson@gps-mil.com**

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code Section 10295.4, and prior to placing an order for non-IT goods and/or services, agencies must verify with the Franchise Tax Board and the Board of Equalization that this contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

The Franchise Tax Board's list is available at www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml.

The Board of Equalization's list is available at www.boe.ca.gov/cgi-bin/deliq.cgi.

CALIFORNIA SELLER'S PERMIT

Advantage West Government Product Solutions' California Seller's Permit No. is 101205600. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: www.boe.ca.gov.

CONTRACT PRICES

The maximum prices allowed for the products and/or services available in this CMAS contract are those set forth in the base contract identified on page 2 of this contract.

The ordering agency is encouraged to seek prices lower than those on this CMAS contract. When responding to an agency's Request for Offer (RFO), the contractor can offer lower prices to be competitive.

PRICE DISCOUNTS

This CMAS contract contains significant price discounts off the manufacturer's list price. See the base GSA schedule for the specific percent of discount.

DARFUR CONTRACTING ACT

This contractor has certified compliance to the Darfur Contracting Act per PCC section 10475, et seq.

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual RFOs and purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this CMAS contract. The ARRA Supplemental Terms and Conditions can be accessed at www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf.

State of California
MULTIPLE AWARD SCHEDULE

Advantage West Investment Enterprises, Inc.
doing business as
**Advantage West Government
Product Solutions**

CONTRACT NUMBER:	4-13-73-0024A
SUPPLEMENT NO.:	1
CMAS CONTRACT TERM:	5/10/2016 through 9/30/2021
CONTRACT CATEGORY:	Non Information Technology Goods
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	\$100,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-07F-0617X
BASE SCHEDULE HOLDER:	Advantage West Investment Enterprises, Inc.

This contract provides for the purchase and warranty of janitorial supplies. (See page 2 for the specific brands applicable to this contract.)

The purpose of this supplement is to renew this contract through 9/30/2021. In addition, this supplement replaces in its entirety Advantage West Government Product Solutions' existing California Multiple Award Schedule (CMAS) that expires on 9/30/2016. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010, products and/or services and pricing are included herein. Please review these provisions carefully because they may have changed since issuance of your last contract.

State agencies cannot use this CMAS contract to purchase products available through the California Prison Industry Authority (CALPIA) without a one-time exemption from CALPIA. Agencies may request an exemption at the following website: http://pia.ca.gov/pdf/General_info/General-State-Agency-Exemption-Form.pdf. A copy of the approved exemption must be kept with the purchase order for audit purposes.

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010.


YOLANDA TUTT, Program Analyst, California Multiple Award Schedules Unit

Effective Date: **5/10/2016**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ADVANTAGE WEST GOVERNMENT PRODUCT SOLUTIONS
CMAS NO. 4-13-73-0024A, SUPPLEMENT NO. 1**

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

DELIVERY

30 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

PURCHASING AUTHORITY DOLLAR THRESHOLD

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

HOW TO USE CMAS CONTRACTS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS contracts. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT) and the SCM, Volume 3, Chapter 6 (for IT):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select "Find a CMAS Contract".
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.

- For CMAS transactions under \$5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (PCC § 10329).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

MINIMUM ORDER LIMITATION

The minimum dollar value of an order to be issued under this contract is \$100.00

ORDERING PROCEDURES

1. Order Form

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing website. The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65:

[http://www.dgs.ca.gov/dgs/ProgramsServices/Form s/FMC/Search.aspx](http://www.dgs.ca.gov/dgs/ProgramsServices/Form%2Fs/FMC/Search.aspx).

2. Purchase Orders

State and Local Government agencies are required to send a copy of each CMAS purchase order to:

Department of General Services
Procurement Division, Data Management Unit
PO Box 989052, MS #2-203
West Sacramento, CA 95798-9052
(or via Interagency Mail Service #Z-1)

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ADVANTAGE WEST GOVERNMENT PRODUCT SOLUTIONS
CMAS NO. 4-13-73-0024A, SUPPLEMENT NO. 1**

The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

3. Service and Delivery after Contract Expiration

The purchase order must be issued before the CMAS contract end term expires. However, delivery of the products or completion of the services may be after the contract end term expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

4. Multiple Contracts on STD. 65 Order Form

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the SCM, Volumes 2 & 3, Chapter 6.B4.1.

5. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS contract has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended. This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CONTRACTOR OWNERSHIP INFORMATION

Advantage West Government Product Solutions is a certified small business enterprise. Their Office of Small Business and DVBE Services (OSDS) certification #1032682 expires on 10/31/2016.

If this certification has expired, the current expiration date for this company's certification should be verified at: www.bidsync.com/DPXBisCASB or by contacting the Office of Small Business and DVBE Services at (916) 375-4940. Note that some companies have been assigned a new certification number, so use the company name and/or certification number when checking status on-line.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS Small Business and Disabled Veteran Partners: www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services **waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.**

See the current fees in the DGS Price Book at: <http://www.dgs.ca.gov/ofs/Pricebook.aspx>.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ADVANTAGE WEST GOVERNMENT PRODUCT SOLUTIONS
CMAS NO. 4-13-73-0024A, SUPPLEMENT NO. 1**

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
 - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any contract for goods to be manufactured by the contractor specifically for the State and not suitable for sale to others may require progress payments.

For Non-IT goods contracts, see the CMAS contract Non-IT Commodities Terms & Conditions, Provision 69, Progress Payments.

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the schedule, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

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- A CMAS amendment is required for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

STATEWIDE PROCUREMENT REQUIREMENTS

Agencies must carefully review and adhere to all statewide procurement requirements in the SCM, Volumes 2 and 3, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62.
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.

- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Public Contract Code Section 10359 State agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, State and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the Contractor's Std. 204, Payee Data Record, to determine sole proprietorship. For inquiries regarding this subject, contact EDD at (916) 651-6945 for technical questions or (888) 745-3886 for information and forms.
- Annual small business and disabled veteran reports.
- Post evaluation reports. Public Contract Code 10369 requires State agencies to prepare post evaluations on form Std. 4 for all completed non-IT consulting services contracts of more than \$5,000. Copies of negative evaluations for non-IT consulting services only must be sent to the DGS, Office of Legal Services. The Bureau of State Audits requires State agencies annually to certify compliance with these requirements.

ETHNICITY/RACE/GENDER REPORTING REQUIREMENT

Effective January 1, 2007, in accordance with Public Contract Code 10111, State agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information,

Contractor participation is voluntary.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this contract are net 45 days.

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Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Std. 204)

Each State accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payment of invoices. Contractors are required to provide a copy of their Std. 204 upon request from an agency customer. Agencies should forward a copy of the Std. 204 to their accounting office. Without the Std. 204, payment may be unnecessarily delayed.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at:
<http://www.dgs.ca.gov/ofs/Pricebook.aspx>.

Orders from Local Government Agencies:

Effective for CMAS orders dated 1/1/2010 or later, CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

Advantage West Government Product Solutions' accepts the State of California credit card (CAL-Card).

A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders to suppliers not California certified as a small business.

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

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8. Leasing

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term (\$1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx. Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

9. Maintenance Tax

The Board of Equalization has ruled that in accordance with Section 1655 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, that whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For contracts that provide for maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For contracts that provide for maintenance services and consumable supply items (e.g., toner, developer, and staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies utilized during the performance period of the maintenance contract.

The contractor will be required to itemize the taxed consumables for State accounting purposes.

CONTRACTOR QUARTERLY REPORT PROCESS

Contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663
CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, and then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will begin on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.

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- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable GSA prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions (unless otherwise stipulated in the CMAS contract).
- Federal GSA products, services, and price list (unless otherwise stipulated in the CMAS contract).

- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at or below contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the attached CMAS Terms and Conditions, Conflict of Interest, for more information.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 202
West Sacramento, CA 95605-2811

Phone # (916) 375-4363
Fax # (916) 375-4663

ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922 or 1-888-877-5379
TTY: 1-800-735-2929 or 1-888-877-5378
Speech-to-Speech: 1-800-854-7784

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Contractor Name: _____ Reporting Calendar Year: _____ Revision
 Contract Number: _____ Reporting Quarter: Q1 (Jan-Mar)
 For Questions Regarding This Report Contact: Q2 (Apr-Jun)
 Name: _____ Q3 (Jul-Sep)
 Phone Number: _____ Q4 (Oct-Dec)
 E-mail: _____

Check Here if No New Orders for This Quarter

STATE AGENCY PURCHASES						
State Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars Per Purchase Order	Agency Contact	Agency Address

Total State Agency Dollars Reported for Quarter: \$ _____

LOCAL GOVERNMENT AGENCY PURCHASES						
Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ _____ 1% Remitted to DGS (does not apply to CA certified S/Bs): \$ _____

Total of State and Local Government Agency Dollars Reported for this Quarter: \$ _____

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
11. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS contract, each quarter, even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - NON-IT COMMODITIES**

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
 - a) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - b) **"Buyer"** means the State's authorized Contracting official.
 - c) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 - d) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - e) **"Goods"** (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
 - f) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.

2. **CONTRACT FORMATION:** If this Contract results from a Contract Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.

3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
 - a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
 - b) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
 - a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. **CMAS -- ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

Should the State desire financing of the assets provided hereunder through GS \$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.

10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. **CMAS -- ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
 - a) these General Provisions – Non-IT Commodities;
 - b) Contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
 - c) federal GSA (or other multiple award) terms and conditions;

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- d) Statement of Work, including any specifications incorporated by reference herein;
- e) special terms and conditions; and
- f) all other attachments incorporated in the Contract by reference.
- 12. PACKING AND SHIPMENT:**
- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
- i) show the number of the container and the total number of containers in the shipment; and
 - ii) the number of the container in which the packing sheet has been enclosed.
- b) All shipments by Contractor or its subContractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.
- 13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
- a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
- 14. TIME IS OF THE ESSENCE:** Time is of the essence in this Contract.
- 15. DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Goods, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.
- 16. SUBSTITUTIONS:** Substitution of Goods may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.
- 17. INSPECTION, ACCEPTANCE AND REJECTION:**
- a) Contractor and its subContractors will provide and maintain a quality assurance system acceptable to the State covering Goods and services under this Contract and will tender to the State only those Goods that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.
- b) All Goods may be subject to inspection and test by the State or its authorized representatives.
- c) Contractor and its subContractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e) The State shall give written notice of rejection of Goods delivered or services performed hereunder within a reasonable time after receipt of such Goods or performance of such services. Such notice of rejection will state the respects in which the Goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such Goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
- 18. SAMPLES:**
- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.
- 19. CMAS -- WARRANTY:** The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.

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Unless otherwise specified, the warranties contained in this Contract begin after acceptance has occurred.

- a) Contractor warrants that Goods and services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the Goods or services.
- 20. SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.
- 21. INSURANCE:** When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.
- 22. TERMINATION FOR NON-APPROPRIATION OF FUNDS:**
- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Goods furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.
- 23. TERMINATION FOR THE CONVENIENCE OF THE STATE:**
- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
- i) Stop work as specified in the Notice of Termination.
 - ii) Place no further subContracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
 - iii) Terminate all subContracts to the extent they relate to the work terminated.
 - iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subContracts; the approval or ratification of which will be final for purposes of this clause.
- 24. TERMINATION FOR DEFAULT:**
- a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
- i) Deliver the Goods or to perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so as to endanger performance of this Contract (but see subparagraph (b) below); or
 - iii) Perform any of the other provisions of this Contract (but see subparagraph (b), below).
- b) The State's right to terminate this Contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the Contractor does not cure such failure within the time frame stated in the cure notice issued by the Buyer.
- c) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, Goods or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Goods or services. However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Buyer, any:
- i) Completed Goods, and
 - ii) Partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Goods delivered and accepted. The Contractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Buyer determines to be

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- necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.
- 25. FORCE MAJEURE:**
Except for defaults of subContractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
- Acts of God or of the public enemy, and
 - Acts of the federal or state government in either its sovereign or Contractual capacity.
- If the failure to perform is caused by the default of a subContractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subContractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.
- 26. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**
- In the event any Goods furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
 - In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
 - In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.
 - The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.
- 27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Goods either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
 - Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Goods provided by the Contractor during the Contract.
- 28. INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subContractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract.
- 29. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price; extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.
- 30. REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- 31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
- 32. NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.
- 33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- 34. CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent

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of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. **NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. **PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:**

- a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Contract.
- b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Goods or software supplied by the Contractor or the operation of such Goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i) That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
 - ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.
- d) Should the Goods or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Goods or software by the State shall be prevented by injunction, the Contractor agrees to take back such Goods or software and make every reasonable effort to assist the State in procuring substitute Goods or software. If, in the sole opinion of the State, the return of such infringing Goods or software makes the retention of other Goods or software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Goods or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

- e) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
 - i) The combination or utilization of Goods furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
 - ii) The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
 - iii) The modification by the State of the equipment furnished hereunder or of the software; or
 - iv) The combination or utilization of software furnished hereunder with non-Contractor supplied software.
- f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- g) The foregoing states the entire liability of the Contractor to the State with respect to infringement of patents, copyrights or trade secrets.

37. **EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subContract related to performance of this Contract.

38. **DISPUTES:**

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure

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to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

39. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
- i) Cancel the Stop Work Order; or
 - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
- i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

40. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority

consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

41. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

42. NONDISCRIMINATION CLAUSE:

- a) During the performance of this Contract, Contractor and its subContractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subContractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subContractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subContractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subContracts to perform work under the Contract.

43. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

44. **ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
- a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15)

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- or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
- i) the assignee has not been injured thereby, or
 - ii) the assignee declines to file a court action for the cause of action.
- 45. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i) the dangers of drug abuse in the workplace;
 - ii) the person's or organization's policy of maintaining a drug-free workplace;
 - iii) any available counseling, rehabilitation and employee assistance programs; and,
 - iv) penalties that may be imposed upon employees for drug abuse violations.
 - c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - i) will receive a copy of the company's drug-free policy statement; and,
 - ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
- 46. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
- 47. SWEATFREE CODE OF CONDUCT:**
- a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).
- 48. RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).
- 49. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 50. AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).
- 51. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 52. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

53. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to Contract with the State.

54. **DOMESTIC PARTNERS:** For Contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.

55. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract;

(2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and

(5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

56. **LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10302(b).)

ADDITIONAL CMAS TERMS AND CONDITIONS

57. **CMAS -- CONTRACTOR'S LICENSE REQUIREMENTS:**

Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is \$500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

58. **CMAS -- PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):**

a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price. Forms shall be provided to the Contractor.

b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.

c) The Contractor hereby certifies by signing this Contract that:

i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein.

ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.

d) Laws to be Observed

i) Labor

Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty (\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subContractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of California Labor Code Sections 1810-1815, inclusive.

ii) Worker's Compensation Insurance

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.

iii) Travel and Subsistence Payments

Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

iv) Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subContractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.

v) Payroll

The Contractor shall keep an accurate payroll record /showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in section 1776 of the California Labor Code.

individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 days notice, and are subject to the following:

- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
- b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
- c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

59. **CMAS -- TERMINATION OF CMAS CONTRACT:**

- a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
- b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the California Multiple Award Schedule, the California schedule shall also be considered terminated on the same date.
- c) Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
- d) Prior to the expiration of this Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
- e) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

63. **CMAS -- CONFLICT OF INTEREST:**

- a) Current State Employees (Public Contract Code Section 10410):
 - i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
 - ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
- b) Former State Employees (Public Contract Code Section 10411):
 - i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
 - ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

60. **CMAS -- CONTRACT AMOUNT:** There is no guarantee of minimum purchase of Contractor's products or services by the State.

61. **CMAS -- DEBARMENT CERTIFICATION (FEDERALLY FUNDED CONTRACTS):** When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

62. **CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT:** All Contracts (including

64. **CMAS -- SUBCONTRACTING REQUIREMENTS:**

Any subContractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract/purchase order, and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract/purchase order, as applicable.

65. **CMAS -- RENTAL AGREEMENTS:**

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

The State does not agree to:

- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

securing the faithful performance of the Contract by the Contractor.

The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

66. **CMAS -- LEASE (Lease \$Mart™):** If an agency desires to lease through Lease \$Mart™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.
67. **CMAS -- QUARTERLY REPORTS:** Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.
68. **CMAS -- LIQUIDATED DAMAGES:**
In the event that the Contractor fails to deliver in accordance with the Contract requirements, the parties agree that the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in the Statement of Work, and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.
69. **CMAS -- PROGRESS PAYMENTS/PERFORMANCE BONDS:**
In accordance with PCC 10314: Any Contract for Goods to be manufactured by the Contractor specially for the State and not suitable for sale to others in the ordinary course of the Contractor's business may provide, on such terms and conditions as the department deems necessary to protect the State's interests, for progress payments for work performed and costs incurred at the Contractor's shop or plant, provided that not less than 10 percent of the Contract price is required to be withheld until final delivery and acceptance of the Goods, and provided further, that the Contractor is required to submit a faithful performance bond, acceptable to the department, in a sum not less than one-half of the total amount payable under the Contract



Fountain Valley School District
Curriculum and Instruction
Child Care Programs Department

MEMORANDUM

TO: Board of Trustees
FROM: Mona Green, Director
SUBJECT: **CSPP CONTRACT 2017-18**
DATE: August 21, 2017

Background:

CSPP-7342, California State Preschool Program, is a contract for our State Funded Preschool Program with the California Department of Education. The period of performance for this Agreement is July 01, 2017 through June 30, 2018. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$40.45 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$238,673.00.

Fiscal Impact:

The State Preschool contract for the 2017-18 school year is \$238,673.

Recommendation:

It is recommended that the Board of Trustees adopts Resolution 2018-08 to approve Contract Number CSPP-7342 with the California Department of Education for the State Preschool Program for the school year 2017-18 and authorize Mona Green, Child Care Programs Director, to sign all documents.

Fountain Valley School District
Childcare and Development Services
CA State Preschool Program

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2017-18.**

RESOLUTION 2018-08

BE IT RESOLVED THAT the Governing Board of the Fountain Valley School District authorizes entering into the local agreement number contract CSPP-7342 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Mastaneh (Mona) Green	Director, Child Care Program	

PASSED AND ADOPTED THIS 24th day of August, 2017, by the governing Board of the Fountain Valley School District of Orange County, California.

I, Jim Cunneen, Clerk of the Governing Board of the Fountain Valley School District of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by said Board at a regular meeting therefore held at a regular public place of meeting and the resolution is on file in the office of said Board.

Board Clerk

Date



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 17 - 18

DATE: July 01, 2017

CONTRACT NUMBER: CSPP-7342

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 30-6649-00-7

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the STATE PRESCHOOL PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2017 through June 30, 2018. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$40.45 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$238,673.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 5,900.0
Minimum Days of Operation (MDO) Requirement 180

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2017.asp>.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING VALARIE BLISS,		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE CONTRACT MANAGER		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 238,673	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-6649				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 238,673	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					

CONTRACT CHECKLIST

Please note that every form is required.

Contractor Name _____ Contract # _____

Place a check mark next to each item being returned.

- Checklist
- Two (2)** signed (in **blue ink**) child care contracts with original signatures
 - **Did you include your printed name, title, and address?**
 - **Is all of the contract language legible?**
- Two (2)** signed Contractor Certification Clauses (CCC-04/2017)
 - **Did you fill in ALL spaces including Federal ID Number?**
- Two (2)** signed California Civil Rights Laws Certifications (CO-005)
- Board resolution or minutes authorizing execution of contract and/or authorizing delegation of authority (if applicable)

Mail all signed contracts and completed documents *as soon as possible* to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 1802
Sacramento, CA 95814-5901**

CCC-04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CO-005

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	