

Consent Item D.3.1  
Prepared by Bill Clark  
March 17, 2009

Adoption of Resolution in Support of Applications  
for State School Facility Hardship Funding

### **BACKGROUND:**

As the Board of is aware, we have been working judiciously on our State School Facility Funding for the additional projects planned as part of the Capital Improvement Program (CIP). Administration has established new construction grants, 592 K-6 students grants and 125 non-severe student grant. This establishes a need even with the demolished Santee School facilities used in the State's capacity formula. Since the school is demolished, the site would not meet current California Department of Education (CDE) regulations for a safe campus due to the traffic along Mission Gorge Road, proximity to the County jail, and lack of safe pedestrian route to the school which is compromised by traffic on Mission Gorge Road, Magnolia Avenue, and the Highway 67/State Route 52 expansion.

Administration met with the Office of Public School Construction (OPSC) officials in the Facility Hardship Program in December 2008 with our Sacramento consultant team of Jim Bush, School Site Solutions, and Matt Petler of School Facility Consultants, and were encouraged by OPSC to submit a facility hardship application before the occupancy of the current three 10-classroom addition projects when Santee School District eligibility is its highest.

In approximately two weeks our support letter from the CDE is anticipated and an application will be submitted to the OPSC. Adoption of the attached Resolution supports this application. It is anticipated that the State funding portion will be approximately \$5.6 to \$7 million in State Facility Hardship Funds.

### **RECOMMENDATION:**

It is requested that the Board of Education adopt Resolution #0809-34 in support of Facility Hardship Funding.

This item supports the following District goal:

- Provide facilities that optimize the learning environment for all students.
- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.

**FISCAL IMPACT:**

We will gain potential additional State funds of \$5.6 to \$7 million towards the CIP program for replacement facilities due to the loss of use of the old Santee School facilities.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item related to facilities. All fiscal resources impact student achievement.

Motion:

Second:

Vote:

Agenda Item D.3.1.

**RESOLUTION #0809-34 OF THE GOVERNING BOARD  
OF THE SANTEE SCHOOL DISTRICT  
REGARDING USE OF NEW CONSTRUCTION GRANT FUNDS**

**WHEREAS**, the Santee School District (District) intends to file applications for Facility Hardship funding under the School Facility Program as provided in Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et. Seq., of the Education Code: and

**WHEREAS**, a condition of processing Facility Hardship applications under the School Facility Program is a School Board resolution in support of those applications; and

**NOW, THEREFORE**, be it hereby resolved, that the Santee School District Board of Education is in support of necessary applications under the School Facility Program and that the individuals identified below are authorized to sign all documents associated with the applications:

Christina Becker, Director of Facilities Modernization

**PASSED AND ADOPTED** this 17<sup>th</sup> day of March 2009, by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

\_\_\_\_\_  
President of the Board of Education of the  
Santee School District

State of California            )  
  ) ss.  
County of San Diego         )

I, \_\_\_\_\_, Clerk of the Board of Education of the Santee School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Education of said District at a regular meeting of said Board held on the 17<sup>th</sup> day of March, 2009.

\_\_\_\_\_  
Clerk of the Board of Education of the  
Santee School District



Consent Item D.3.2. Ratification of Services for Additional Hazmat  
Prepared by Bill Clark Sampling, Removal and Reporting (Chet F. Harritt  
March 17, 2009 Hill Creek and Prospect Avenue Schools

**BACKGROUND:**

The District has used Western Environmental and Safety Technologies, Inc. (WEST) to provide hazardous materials consultation services for several years. This company has continuously provided excellent services and is familiar with the District's facilities and has completed all past Hazmat reports and clearances.

The services provided are necessary for the District as part of the Capital Improvement Program (CIP) for modernization at all 9 schools which include:

- (Phase 1) testing and sampling which was approved by the Board on July 31, 2007;
- (Phase 2) preparation of hazardous material, removal specifications of all hazmat materials that have been determined from sampling;
- (Phase 3) removal monitoring services which will be necessary during construction.

Based on a newly defined scope of work to be completed during the summer modernization, additional hazmat sampling, removal, and reporting was done at Chet F. Harritt, Hill Creek, and Prospect Avenue schools.

**RECOMMENDATION:**

It is recommended that the Board of Education approve WEST for the required hazmat materials testing services at Chet F. Harritt, Hill Creek, and Prospect Ave schools as described above, not to exceed \$22,000, and authorize staff to execute the necessary documents.

This recommendation supports the following District goal:

- Provide facilities that optimize the learning environment for all students.

**FISCAL IMPACT:**

The fiscal impact for hazmat services and testing fees of approximately \$22,000 will be funded from CIP funds, Prop R bond proceeds, and State modernization matching funds.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item related to facilities. All fiscal resources impact student achievement.

Motion:

Second:

Vote:

Agenda Item D.3.2.



Consent Item D.3.3. Approval/Ratification of Final Contract Amount for  
Prepared by Bill Clark Sycamore Canyon Modernization and  
March 17, 2009 Cajon Park 20 Classroom Addition

**BACKGROUND:**

Sycamore Canyon School Modernization and the Cajon Park Addition were completed and project completion was accepted at the January 20, 2009 Board meeting. A Notice of Completion was filed with the County Recorder's Office and was recorded on February 2, 2009.

Administration has worked with Barnhart, Inc. to finalize all contract changes and cost claims to close out the projects. The awarded GMP with owner and shared contingencies was \$6,043,409 for Sycamore Canyon and \$10,132,317 for the Cajon Park Addition. The final contract price is \$5,834,957 for Sycamore Canyon and \$9,481,201 for Cajon Park Addition. Santee School District's credit back savings is \$208,452 for Sycamore Canyon and \$651,116 on the Cajon Park Addition. This Board agenda item is only for the final contract amounts for the construction completion of the Sycamore Canyon School modernization and the Cajon Park School 18 classroom addition. The Cajon Park School modernization is a separate contract under construction and the Sycamore Canyon Library addition is a future project yet to be awarded/contracted.

**RECOMMENDATION:**

It is recommended that the Board of Education accept the final cost and all cost proposals and use of construction contingency and shared contingency distribution as attached.

This recommendation supports the following District goal:

- Provide facilities that optimize the learning environment for all students.
- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.

**FISCAL IMPACT:**

Project savings of \$208,452 and \$651,116, for a total of \$859,568 will be returned to the Capital Improvement Program budget, if approved by the Board.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item related to facilities. All fiscal resources impact student achievement.

Motion:

Second:

Vote:

Agenda Item D.3.3.





# CONTRACT CHANGE ORDER #001

## THIRD AMENDMENT (PHASE ONE) LEASE-LEASEBACK AGREEMENT

Santee School District  
 9625 Cuyamaca Street  
 Santee, CA 92071

Date: February 3, 2009

RE: Sycamore Canyon  
 D.S.A. #: 04 109082  
 SWAP #: 05-2809

CHANGE ORDER REQUEST #: 111  
 BARNHART JOB #: 8029  
 BARNHART PCO #: 206

Sir/Madam:

This change order represents full and final settlement for all remaining contractor and owner cost and time issues related to this project through February 3, 2009, and final reconciliation of Owner Contingency and Contractor's Contingency as follows:

1. CREDIT FOR REMAINING UNUSED OWNER CONTINGENCY: <\$77,884.00>
2. CREDIT FOR OWNERS SHARE (67%) OF THE REMAINING UNUSED CONTRACTOR/SHARED CONTINGENCY: <\$130,568.00>
3. NEGOTIATED SETTLEMENT FOR COR'S 5, 100, & 101 (PREVIOUSLY TOTTALLING \$8,837): \$0.00
4. NEGOTIATED SETTLEMENT FOR ALL ADDITIONAL HAZMAT MOVEON'S AND TESTING COSTS, INCLUDING WESTERN ENVIRONMENTAL COSTS (CLAIMED BY OWNER TO BE THE RESPONSIBILITY OF BARNHART INC.), INCURRED BY OWNER ON SYCAMORE CANYON ELEMENTARY SCHOOL, RIO SECO ELEMENTARY SCHOOL, CARLTON OAKS ELEMENTARY SCHOOL, AND CARLTON HILLS ELEMENTARY SCHOOL (PREVIOUSLY TOTTALLING \$13,165): \$0.00

Performance of the above-defined work will DECREASE the CONTRACT price in the amount of <\$208,452.00> and will extend the contract completion date to Feb 3, 2009.

*Enclosure: Owner Contingency Log and Contractor's Shared Contingency Log*

Upon signing by the Owner and Contractor, the above noted Contract is hereby amended per this Change Order and the terms of the Agreement.

This change represents full and complete compensation for all cost, direct and indirect, associated with the work and time agreed herein, including but not limited to, all costs incurred for extended overhead, disruption or suspension of work, labor inefficiencies, and the change's impact on the unchanged work. Acceptance of this change order constitutes approval to fund these changes from the Owner's and Contractor's Contingency funds held by Barnhart, Inc., formerly known as douglas e. barnhart, inc..

ORIGINAL AMENDMENT THREE AMOUNT	\$6,043,409.00
PREVIOUS CHANGE ORDER AMOUNT	\$0.00
AMOUNT THIS CHANGE ORDER	(\$208,452.00)
TOTAL CHANGE ORDER AMOUNT	(\$208,452.00)
<u>REVISED AMENDMENT THREE AMOUNT</u>	<u>\$5,834,957.00</u>

BARNHART, INC.	Santee School District
CONTRACTOR	OWNER
10760 Thornmint Rd., San Diego CA 92127	9625 Cuyamaca St., Santee CA 92071
ADDRESS	ADDRESS
BY (ANTON GREENVILLE)	BY (BILL CLARK)
DATE	DATE

# CONTRACT CHANGE ORDER #001 FIRST AMENDMENT (PHASE ONE) LEASE-LEASEBACK AGREEMENT

Santee School District  
9625 Cuyamaca Street  
Santee, CA 92071

Date: February 24, 2009

RE: Cajon Park School - 2 Story Addition  
D.S.A. #: 04-108917  
SWAP #: 05-2081.2

CHANGE ORDER REQUEST #: 70R  
BARNHART JOB #: 8002  
BARNHART PCO #: 110R

Sir/Madam:

This change order represents full and final settlement for all remaining contractor and owner cost and time issues related to this project through February 24, 2009, and final reconciliation of Owner Contingency and Contractor's Contingency as follows:

1. CREDIT FOR REMAINING UNUSED OWNER CONTINGENCY: <del>\$433,793.00</del>  
(Includes Unused Portion of Electrical Pre-Procurement )
2. CREDIT FOR OWNERS SHARE (67%) OF THE REMAINING UNUSED CONTRACTOR/SHARED CONTINGENCY: <del>\$217,323.00</del>

Performance of the above-defined work will DECREASE the CONTRACT price in the amount of <del>\$651,116.00</del> and will extend the contract completion date to February 24, 2009.

*Enclosure: Owner Contingency Log and Contractor's Shared Contingency Log*

Upon signing by the Owner and Contractor, the above noted Contract is hereby amended per this Change Order and the terms of the Agreement.

This change represents full and complete compensation for all cost, direct and indirect, associated with the work and time agreed herein, including but not limited to, all costs incurred for extended overhead, disruption or suspension of work, labor inefficiencies, and the change's impact on the unchanged work. Acceptance of this change order constitutes approval to fund these changes from the Owner's and Contractor's Contingency funds held by Barnhart, Inc., formerly known as douglas e. barnhart, inc..

ORIGINAL AMENDMENT ONE AMOUNT	\$10,132,317.00
PREVIOUS CHANGE ORDER AMOUNT	\$0.00
AMOUNT THIS CHANGE ORDER	(del)<del>\$651,116.00</del>
TOTAL CHANGE ORDER AMOUNT	(del)<del>\$651,116.00</del>
<u>REVISED AMENDMENT ONE AMOUNT</u>	<u>\$9,481,201.00</u>

BARNHART, INC.	Santee School District
CONTRACTOR	OWNER
10760 Thornmint Rd., San Diego CA 92127	9625 Cuyamaca St., Santee CA 92071
ADDRESS	ADDRESS
BY (ANTON GREENVILLE)	BY (BILL CLARK)
DATE 2/24/09	DATE 2/24/09

Discussion and/or Action Item E.3.3. Authorization to Complete Phase I and Phase II Construction – Adoption of Resolution #0809-35, Development and Issuance of the Proposed 2009 Bridge Financing Program

Prepared by Bill Clark  
March 17, 2009

### **BACKGROUND:**

The Santee School District obtained State allocations of approximately \$39.5 million in construction funding. The District received approximately \$4.1 million prior to the freeze of State construction funding leaving \$35.1 million allocated for future payment (see attached State funding application summary). It is not possible to predict when the State will obtain the cash resources necessary to proceed with funding Santee School District projects; however, the State has made clear it intends to fund the projects and will do so as quickly as possible. Estimates about when the State will make payment range from several months to several years. Because State funding has been temporarily halted, the District is currently unable to finish \$7.0 million in Phase 1 and \$20.0 million in Phase 2 construction.

The District expects to lose approximately \$16.0 million to bid and material inflation, damage to partially completed work and contract termination costs should the modernization program not continue as planned. To avoid this economic loss, the District is evaluating bridge financing plans which will not impact general fund operations, but permit the District to continue construction in anticipation of State funding.

Tonight, Benjamin Dolinka and Eric Hall are prepared to present their analysis of options for:

1. Bond Anticipation Notes,
2. Lease Revenue Bonds, and
3. Answer Board questions about these options as well as State funding and bridge financing options.

### **RECOMMENDATION:**

It is recommended that the Board of Education adopt Resolution #0809-35. The resolution proposed for adoption gives the District the ability to hire certain consultants in relation to the development and issuance of the 2009 Bond Anticipation Note and 2009 Lease Revenue Bonds (collectively, "Bonds"). The proceeds of such Bonds will be used to fund certain District projects, as outlined in the resolution. The issuance of the Bonds will ultimately be secured by all legally available funds of the District. Upon the hiring of the consultants, attorneys, and underwriter ("Finance Team"), the Finance Team will work with the District to develop a repayment program for the Bonds that will include general obligation bond and State grant revenue sources in order to prevent the necessity for General Fund dollars to be utilized, timeline for achieving the financing of the bond anticipation notes, and lease revenue bonds.

With this recommendation, we are also requesting the Board approve completion of Phase 1 construction, contingent on the Bond Anticipation financing. Additional bridge financing will be brought to the Board by May for Phase 2 construction.

This recommendation supports the following District goals:

- Provide facilities that optimize the learning environment for all students.
- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.

**FISCAL IMPACT:**

The District expects to lose approximately \$16.0 million to bid and material inflation, damage to partially completed work and contract termination costs should the modernization program not continue as planned. To avoid a \$16.0 million economic loss, bridge financing plans of \$27.0 million, which will not impact general fund operations, will permit the District to continue construction in anticipation of State funding.

**STUDENT ACHIEVEMENT IMPACT:**

Strong, positive relationships exist between overall building conditions, a positive learning environment, and student achievement.

Motion:

Second:

Vote:

Agenda Item E.3.3.

RESOLUTION NO. 0809-35

**RESOLUTION OF THE BOARD OF EDUCATION OF THE SANTEE SCHOOL DISTRICT APPOINTING AND RETAINING CERTAIN CONSULTANTS IN CONNECTION WITH THE DEVELOPMENT AND ISSUANCE OF THE DISTRICT'S PROPOSED 2009 BRIDGE FINANCING PROGRAM, AND APPROVING CERTAIN RELATED ACTIONS.**

**WHEREAS**, the Santee School District (the "District") is developing a comprehensive long-term school funding program (the "School Funding Program") in order to provide the funding needs on a timely basis for the District's current and future priority school projects as a result of the recent construction and modernization grant suspension enacted by the Office of Public School Construction (the "Priority School Projects");

**WHEREAS**, the District has identified certain Priority School Projects, which include, but are not limited to, the (i) classroom expansion/enhancement and joint-use facilities of Cajon Park, Carlton Hills, Carlton Oaks, Rio Seco, and Sycamore Canyon schools ("Phase I"), (ii) classroom expansion/enhancement and joint-use facilities of Hill Creek, Chet F. Harritt, and Prospect Avenue schools ("Phase II"), and (iii) further classroom expansion/enhancement and joint-use facilities of Pepper Drive, Hill Creek, and Chet F. Harritt ("Phase III");

**WHEREAS**, given the scope of such needs, the School Funding Program will reflect the District's need to continue to qualify for the matching State School Facility Program grant funding ("State Funds") that the District is eligible for in the future for its Priority School Projects;

**WHEREAS**, the District desires to proceed with the development and issuance of approximately Nineteen Million Dollars (\$19,000,000), or another amount as agreed upon by the Board of Education ("Board"), in bond anticipation notes (the "2009 Bond Anticipation Notes") in order to provide the District with the interim funds needed to proceed with certain phases of the Priority School Projects in advance of the District's receipt of future authorized general obligation bonds ("Future Authorized GO Bonds");

**WHEREAS**, the District intends to pay or prepay the interim 2009 Bond Anticipation Notes from such Future Authorized GO Bonds when such funds become accessible in the future and as directed by the Board;

**WHEREAS**, the District desires to proceed with the development and issuance of approximately Twenty-Seven Million Dollars (\$27,000,000), or another amount as agreed upon by the Board of Education ("Board"), in lease revenue bonds (the "2009 Lease Revenue Bonds") in order to provide the District with the interim funds needed to proceed with certain phases of the Priority School Projects in advance of the District's receipt of future State Funds ("Future State Funds");

**WHEREAS**, the District intends to pay or prepay the interim 2009 Lease Revenue Bonds from such Future State Funds when such funds become available in the future and as directed by the Board from time to time;

**WHEREAS**, the District desires to appoint and retain certain consultants to assist the District in developing, structuring, and implementing the District's 2009 Bridge Financing Program for the purpose of funding certain of the Priority School Projects;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of the Santee School District, as follows:

**Section 1.** All of the recitals herein contained are true and correct and the Board so finds.

**Section 2.** Dolinka Group, LLC is hereby appointed as the District's Financial Consultant to provide certain financial planning assistance to the District in the development and implementation of the District's 2009 Bridge Financing Program. The Superintendent of the District is hereby authorized and directed, for and in the name and on behalf of the District, to enter into a contract with such firm for the provision of services as the District's Financial Consultant.

**Section 3.** California Financial Services is hereby appointed as the District's Credit Enhancement Consultant to provide the services required for the development and implementation of the 2009 Bridge Financing Program. The Superintendent of the District is hereby authorized and directed, for and in the name and on behalf of the District, to enter into a contract with such firm for the provision of services as the District's Credit Enhancement Consultant.

**Section 4.** Piper Jaffray & Co. is hereby appointed as the District's Underwriter for the District's 2009 Bridge Financing Program. The Superintendent of the District is hereby authorized and directed, for and in the name and on behalf of the District, to enter into a contract with such firm for the provision of services as the District's Underwriter.

**Section 5.** Bowie, Arneson, Wiles & Giannone, is hereby appointed as District's Bond Counsel for the District's 2009 Bridge Financing Program. The Superintendent of the District is hereby authorized and directed, for and in the name and on behalf of the District, to enter into a contract with such firm for the provision of services as the District's Bond Counsel.

**Section 6.** Orrick, Herrington and Sutcliffe, LLP, a professional law corporation, Los Angeles, California, is hereby appointed as District's Disclosure Counsel for the District's 2009 Bridge Financing Program. The Superintendent of the District is hereby authorized and directed, for and in the name and on behalf of the District, to enter into a contract with such firm for the provision of services as the District's Disclosure Counsel.

**Section 7.** The District intends to issue 2009 Bond Anticipation Notes and 2009 Lease Revenue Bonds for the purpose of paying the costs of certain phases of the Priority School Projects.

**Section 8.** The Superintendent of the District is hereby authorized and directed, jointly and severally, to do any and all things, which he/she may deem necessary or advisable in order to carry out, give effect to and comply with the directives, terms and intent of this Resolution.

**Section 9.** This resolution shall take effect from and after its date of adoption.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of March 2009

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President of the Board of Education of the  
Santee School District

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Clerk of the Board of Education of the  
Santee School District

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Discussion and/or Action Item E.3.4.  
Prepared by Bill Clark  
March 17, 2009

Approval of Chet F. Harritt Revised  
Site Plan Classroom Addition Location  
and Additional Geotechnical Costs

### **BACKGROUND:**

At its February 2008 Capital Improvement Program (CIP) workshop, the Board of Education directed administration to initiate planning to include the 10-classroom building at Chet F. Harritt School. The Board's decision was based on the instructional benefits derived from the 10-classroom structure which enhances both science and technology, but also student access to physical education facilities. At the September 16, 2008, and at the February 3, 2009 Board meetings, the Chet F. Harritt 10-classroom addition location and site plan was revised. After this approval however a geotechnical soils investigation was developed and it was determined that there was over 20' of fill dirt in an old canyon running through the project. Because of this, an alternative location with better soils properties is being researched.

There have been many constraints to the past approved locations that administration will discuss with the Board. For example, the past proposed location east of B Wing and near the handball courts had an old canyon, 20' of fill over alluvium and so is not ideal for this 10 classroom building, after all. Two other locations on the campus are now being researched and studied for their viability and soils conditions.

Two proposed locations are attached for Board review. Administration will continue to meet with the Principal and staff to discuss the options and limitations. Administration will share this information with the Board this evening.

Additional soils borings and studies are needed and the proposal is attached.

### **RECOMMENDATION:**

It is recommended that the Board of Education discuss the constraints and review, discuss, and approve a revised 10-classroom addition site location for Chet F. Harritt School.

This recommendation supports the following District goal:

- Provide facilities that optimize the learning environment for all students.
- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.

### **FISCAL IMPACT:**

The 10-classroom construction budget at Chet F. Harritt School is \$5.2 million. There is an additional fiscal impact of \$21,500 for the additional geotechnical investigations and

soils borings to determine soils conditions that can support the addition to this revised site plan change. The budget of the Capital Improvement Program (CIP) is \$128.8 million for nine (9) school modernizations, and this cost will be funded from CIP funds, Prop R bond proceeds, and State modernization matching funds.

**STUDENT ACHIEVEMENT IMPACT:**

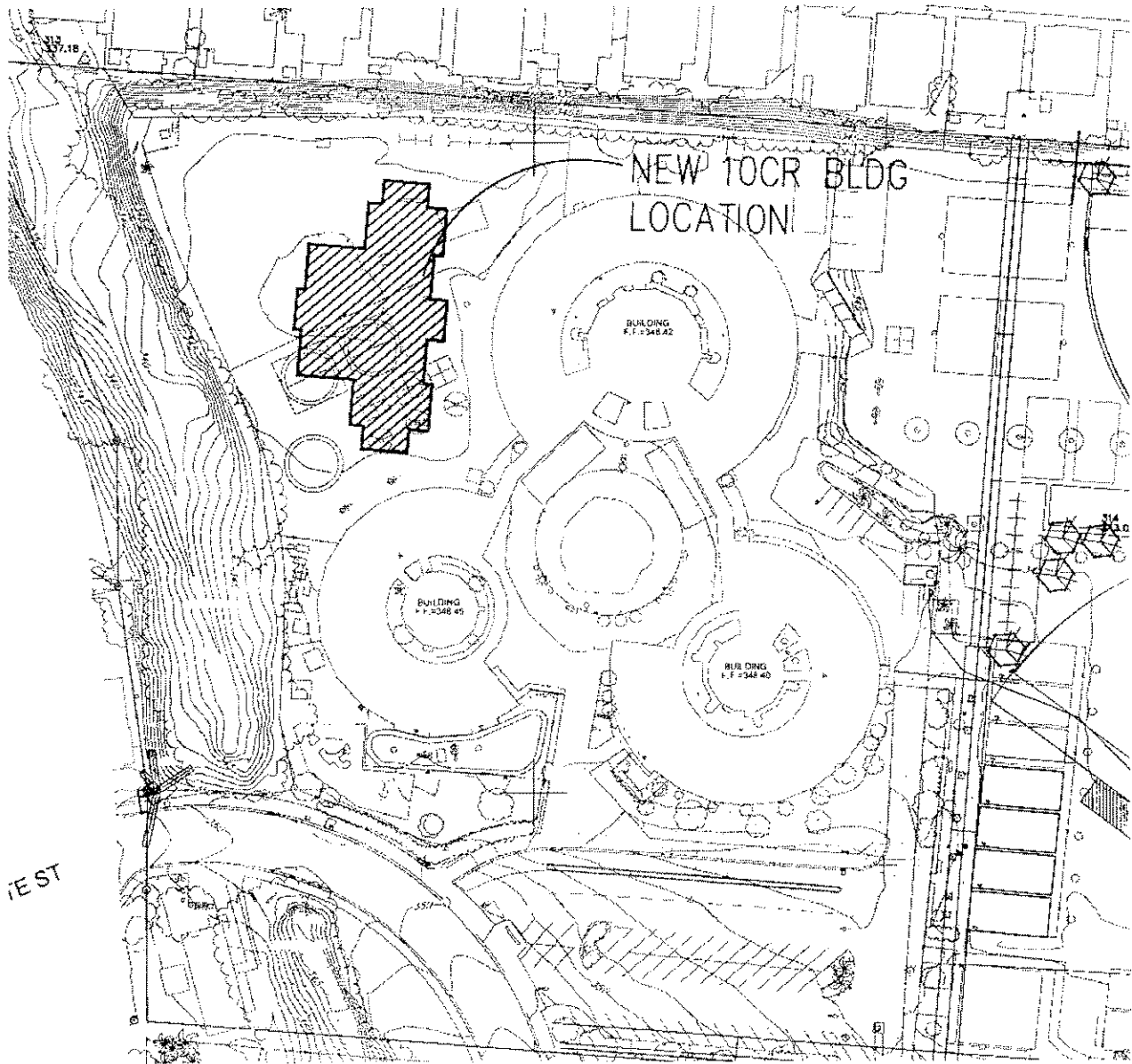
This is a fiscal item related to facilities. All fiscal resources impact student achievement.

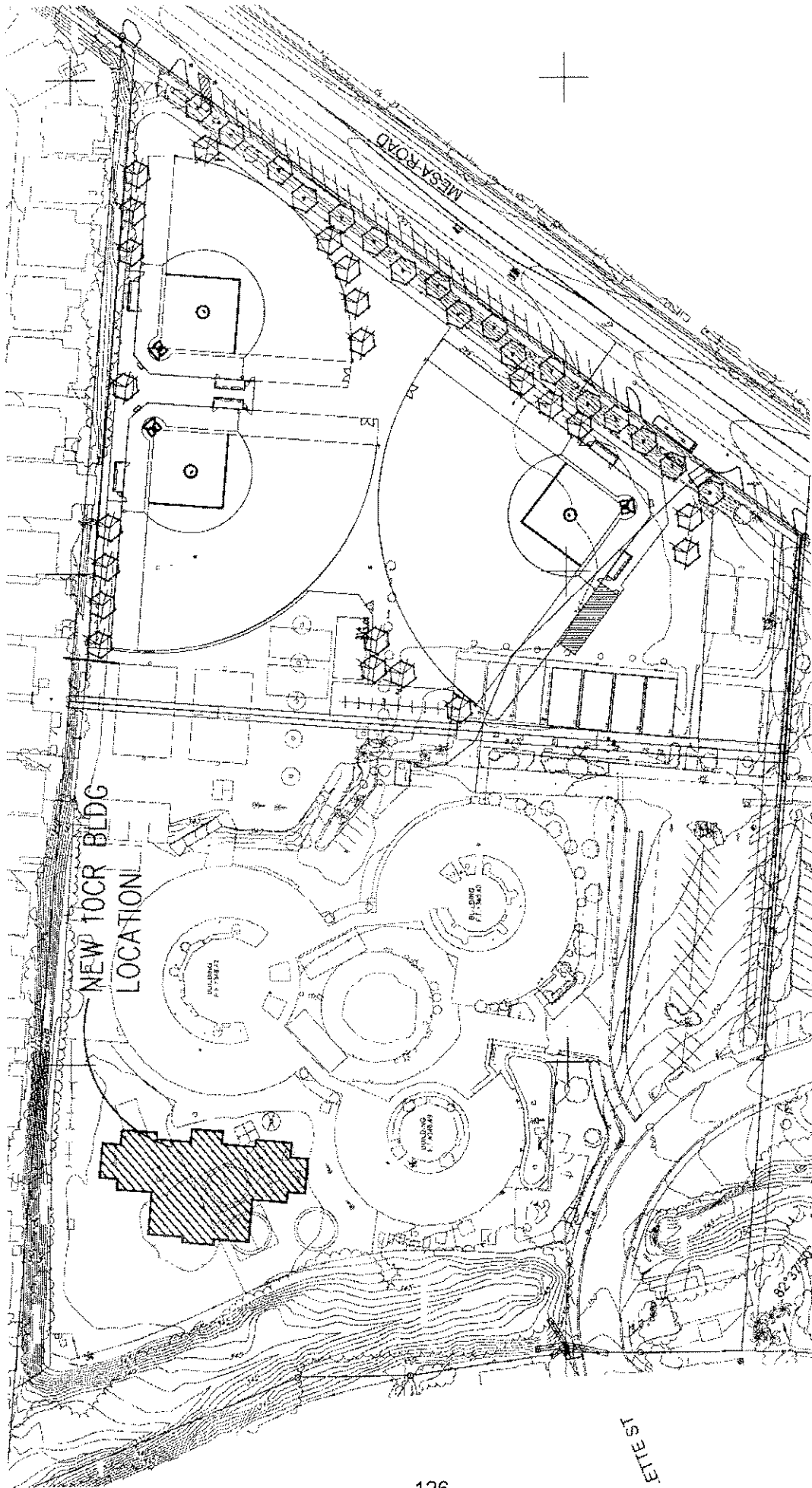
Motion:

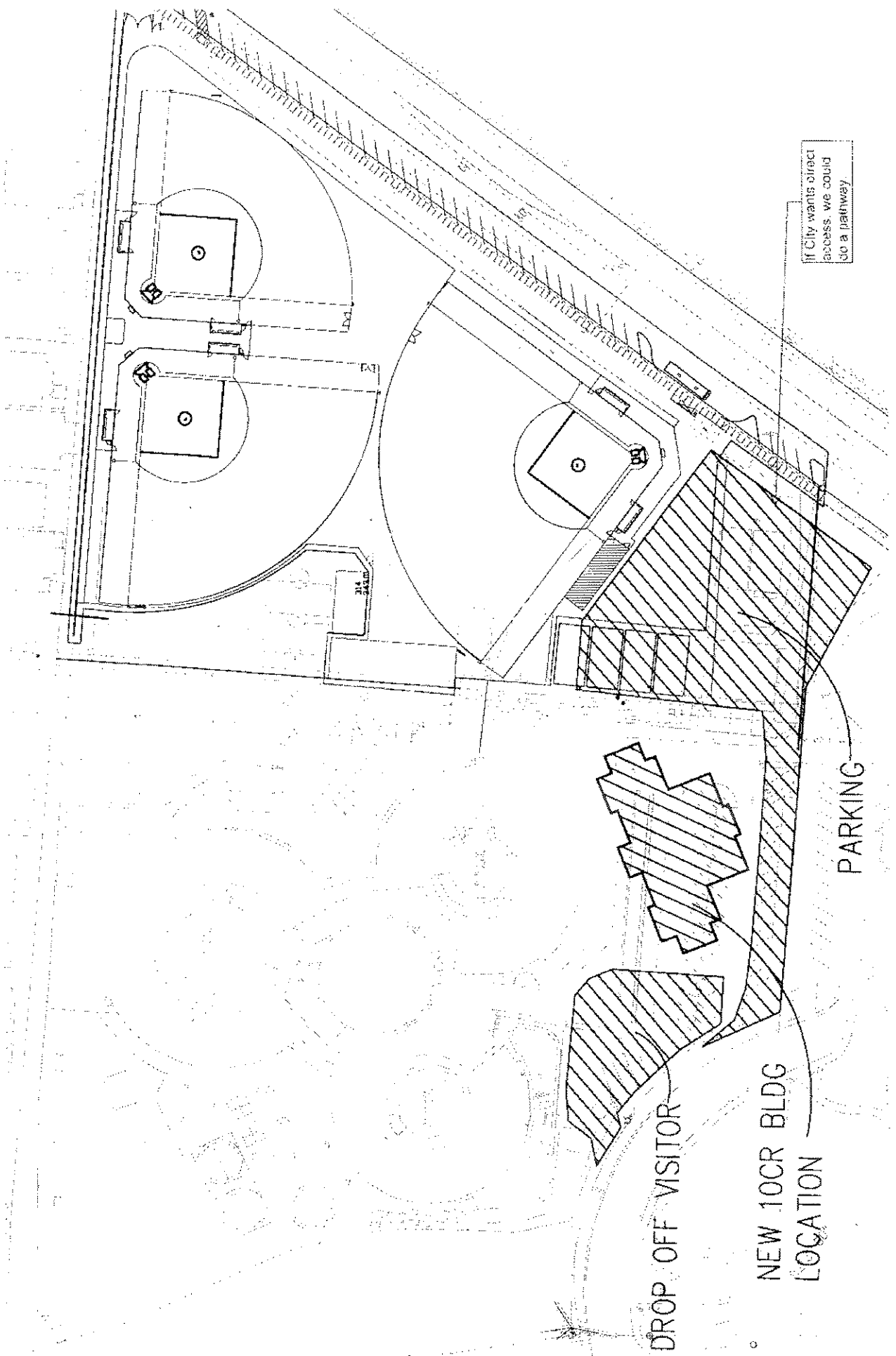
Second:

Vote:

Agenda Item E.3.4.







If City wants direct access, we could do a pathway

PARKING

DROP OFF VISITOR

NEW 10CR BLDG LOCATION



Discussion and/or Action Item E.3.5.  
Prepared by Bill Clark  
March 17, 2009

Chet F. Harritt Ball Field Construction:  
Permitting Update and  
Consultant Extra Services

## **BACKGROUND:**

Project status for the Chet F. Harritt School Ball Field project has been submitted to the Division of State Architect (DSA) for construction permits. The DSA is another State furloughed office which has seen a dramatic increase to the permitting time needed to process plan approvals. The project cannot be awarded and construction started without the construction permits. We hope to have these approvals by the start of the June 18, 2009 summer break.

The DSA submittal set of 100% completed construction documents are out to bid under the Barnhart Inc. lease-leaseback contract and bid values should be known by April 7, 2009. The project must be permitted by DSA due to the structural approvals needed on the dugout structures, sound barrier wall, and sport light poles. A completed submittal also triggered access compliance for the project and required the over stamping of a licensed architect, of which Trittippo Architectural Planning provided gratis.

In addition, the scope of engineering outside of the project within the jurisdiction of the City of Santee for diagonally parking on Mesa Road was not part of the original scope of Lightfoot Engineers and thus required additional civil engineering. These City offsite plans are being submitted to the City of Santee this week. Also, the existing utilities in regards to Padre Dam MWD sewer, and storm drainage facilities were needed to be located and the consultant team under Lightfoot planners facilitated this effort as extra services. These costs are being presented to the Board of Education and the proposal is attached.

The current project does not include the relocatable restroom and snack bar building moves. This will be brought to the Board under a contract with Trittippo Architectural Planning for a building move plan. The current bid documents have a pad and utilities stubbed for these future structures.

The construction of the project hinged on the modernization electrical upgrades and the sports lighting load. It is anticipated these new electrical services as part of the modernization construction will be in place for the sports lights to be connected to in July 2009. The construction of the ball field project is estimated to take 60 days and the grass establishment will commence thereafter.

Finally, an agreement between the City of Santee and the Santee School District requires Board of Education approval to proceed with grant funding totaling \$274,155. Under the agreement, the City of Santee makes these funds available for baseball field improvements at Chet F. Harritt School.

**RECOMMENDATION:**

It is recommended that the Board of Education approve the extra services of Lightfoot Planning for utility research and off site improvement additional engineering and services of \$14,325. See attached proposal.

Additionally, it is recommended that the Board of Education authorize entering into an agreement with the City of Santee to complete ball field improvements at Chet F. Harritt school totaling \$274,155. The City of Santee is giving the District these funds for the purpose of making ball field improvements at Chet F. Harritt School.

This recommendation supports the following District goals:

- Provide facilities that optimize the learning environment for all students.
- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.

**FISCAL IMPACT:**

The fiscal impact of additional services cost \$14,325, however, the District anticipates receiving a value of \$274,155 in ball field improvements at Chet F. Harritt School

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item related to facilities. All fiscal resources impact student achievement.

Motion:

Second:

Vote:

Agenda Item E.3.5.



AGREEMENT

AN AGREEMENT BETWEEN THE CITY OF SANTEE, CALIFORNIA,  
AND SANTEE SCHOOL DISTRICT  
FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
FISCAL YEAR 2008-2009

THIS AGREEMENT is made by and between the City of Santee, a municipal corporation, hereinafter referred to as "Grantee," and Santee School District a governmental agency, hereinafter referred to as "Subrecipient."

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering certain facility improvements at Chet Harritt School which shall include installation of or improvements to, as necessary, three baseball/softball fields, back stops, bleachers, dugouts, sports lighting, a restroom/concession building, open turf fields for soccer, points of connection to Big Rock Park, sidewalks and related site amenities in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

Program Delivery

1. The project will benefit low and moderate income persons, as it will improve and provide public services and community facilities and infrastructure to serve said persons.
2. Subrecipient warrants that it has the expertise and experience to perform the work set forth in this Agreement and that it shall perform said work pursuant to this Agreement and as stated in the Statement of Work, attached hereto as Exhibit "A" incorporated herein by reference.

3. In consideration of the City's agreement to reimburse District for the installation of the improvements described herein, District agrees to provide routine maintenance, consistent with the terms of the Agreement, for all improvements installed. District also agrees to ensure that the improvements constructed under the terms of this Agreement will not be removed for a minimum of ten (10) years. Notwithstanding the District's responsibility to provide routine maintenance as provided in this Section 2, City agrees to assist District with seasonal agricultural applications such as aeration, fertilization, overseeding, and weed control, when necessary.

**B. National Objectives**

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives - 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency -as defined in 24 CFR part 570.208.

**C. Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1st day of July 2008 and end on the 30th day of June 2009. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

**III. BUDGET**

<u>CATEGORY</u>	<u>AMOUNT</u>
Public Facilities	\$274,155.00
<b>TOTAL EXPENSES</b>	<b>\$274,155.00</b>

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

#### IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed \$274,155.00. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance. District shall submit invoices to City for costs incurred for the improvements at Chet Harritt Elementary School as described in Exhibit A. Reimbursement shall not exceed Two Hundred and Seventy Four Thousand One Hundred and Fifty Five dollars (\$274,155.00) for the improvements to be installed under this Agreement.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-110, Attachment F. (24CFR 84.21)

Grantee shall issue payment on a reimbursement basis no more than once per calendar month upon receipt of a completed Summary of Accounting Report. Copies of the Summary of Accounting Report forms shall be provided by Grantee. The Summary of Accounting Report shall be completed and shall identify program expenditures for the period to be reimbursed as follows:

1. Date of expenditure;
2. Payee;
3. Purpose of expenditure; and
4. Amount of expenditure.

Copies of supporting documentation must be attached; i.e., receipts, paid invoices, etc. Approved invoices will be paid within 30 days of the date received by the Finance Department.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

<u>Grantee</u>	<u>Subrecipient</u>
City of Santee CDBG Administrator 10601 Magnolia Avenue Santee, CA 92071-1266 (619) 258-4100 ext. 129 Fax Number (619) 562-1046	Santee School District Christina Becker 9625 Cuyamaca Street Santee, CA 92071 (619) 258-2323 Fax Number (619) 258-2241

VI. GENERAL CONDITIONS

A. General Compliance

The subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 concerning Community Development Block Grants (CDBG). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Indemnification

1. Subrecipient shall hold harmless, defend and indemnify the Grantee from any loss, damage or attorney fees incurred because of any claim by any person or entity, including the Federal Department of Housing and Urban Development, that Subrecipient has failed to meet federal requirements.

2. Subrecipient agrees to protect, defend, indemnify and hold harmless Grantee, its officers, agents and employees from any and all liability, damages, claims, suits, liens and judgments, of whatever nature, including injury to any person, arising from performance or failure to perform obligations of this Agreement caused or claimed to be caused by Subrecipient, its agents or **employees including but not limited to those arising from Subrecipient's noncompliance with federal, state or local laws, regulations and policies**. Subrecipient agrees it is its duty to defend even if the Claim appears without merit.
3. Should it become necessary for Grantee to commence suit to enforce any of the terms and conditions of this Agreement, the prevailing party will be awarded any and all reasonable attorney fees and court costs incurred in litigation.

D. Insurance

Subrecipient agrees to maintain in full force and effect and bear the cost of adequate policies of public liability and property damage insurance in an aggregate amount of no less than \$1,000,000 combined single limit. Subrecipient further agrees to maintain adequate automobile liability insurance for personal injury and property damage caused by employees in the scope of work performance. Evidence of insurance issued by the insurance carrier shall be presented by Subrecipient to Grantee prior to execution of this Agreement in the form of a policy setting forth terms of insurance and indicating that the insurance policies are in effect and that thirty (30) days' written notice will be given to Grantee prior to cancellation or modification thereof. Grantee shall be named as additional insured on the policy(ies). The policy(ies) shall state that Grantee is held harmless for all actions arising out of Subrecipient's performance. The policy(ies) of insurance shall be with a California admitted carrier.

Prior to execution of the Agreement, Subrecipient shall provide to the City of Santee Risk Manager copies of all insurance policies providing coverage for the work to be performed under the Agreement. The policies of insurance so provided must cover all risks expected to arise during or from performance of the Agreement. Failure to provide such insurance contracts shall constitute a refusal to enter into the Agreement.

E. Workers' Compensation

Subrecipient shall secure, maintain in full force and effect, and bear the cost of complete Workers' Compensation insurance in accordance with the laws of the State of California for the duration of the Agreement. Subrecipient shall require any subcontractor to maintain such insurance for its employees. Certificates of Insurance evidencing Workers' Compensation Insurance

coverage for Subrecipient and any subcontractors must be kept on file with Grantee at all times during the Agreement. This requirement may be waived by the Housing Program Administrator if Subrecipient submits evidence sufficient to assure that it is not required under the laws of the State of California to maintain Workers' Compensation insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph I.A above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

## VII. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Accounting Standards

The Subrecipient agrees to comply with Attachment F of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### 2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. (24CFR 84.21-28)

### B. Documentation and Record-Keeping

#### 1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;

- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the action and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the State of California unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.



5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold using grant funds. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances

on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this contract based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

5. Subrecipient acknowledgment

Subrecipient acknowledges that reports, information, and other documents and records submitted to Grantee may become public records subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.

2. OMB Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards as modified by 24 CFR 570.502(b)(3)(vi), covering utilization and disposal of property. (24 CFR 84.40-48)

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this contract.

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in § 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women and Minority Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

7. Compliance with Section 3

Compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3) as described in exhibit B.

In the event of an express conflict between any term of Exhibit C and any other term of this Agreement, the conflicting term of Exhibit C shall prevail.

C. Employment Restrictions

Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the

performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the



required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 1251 and Section 1318, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.
- All state and local environmental laws, policies and regulations, including but not limited to the California Environmental Quality Act ("CEQA"), California Public Resources Code Section 21000 et seq. and related Guidelines.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and

maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint.

Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF THE PARTIES HERETO have executed this Agreement  
this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

ATTEST:

By: \_\_\_\_\_  
Keith Till, City Manager  
City of Santee

By: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

EXHIBIT A

STATEMENT OF WORK

CONTRACT TERM: July 1, 2008 through June 30, 2009

ADDRESS OF AGENCY: 9625 Cuyamaca Street

CONTACT PERSON: Christina Becker

PHONE: (619) 258-2323

FAX: (619) 258- 2241

E-Mail

PROJECT GOALS, OBJECTIVES AND PERFORMANCE MEASURES:

Subrecipient agrees to provide the following services to City:

1. Construction of certain facility improvements at Chet Harritt School which shall include installation of or improvements to, as necessary, three baseball/softball fields, back stops, bleachers, dugouts, sports lighting, a restroom/concession building, open turf fields for soccer, points of connection to Big Rock Park, sidewalks and related site amenities.

EXHIBIT B

FORM 14

SECTION 3 CONTRACT CLAUSES

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 regulations.
- C. The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_



Discussion and/or Action Item E.2.2.  
Prepared by Bill Clark  
March 3, 2009

State Budget Update and Impact on Facilities:  
Phase I and Phase II

**BACKGROUND:**

Administration is prepared to update the Board on the continuing State Budget crisis, and its impact on the District's Capital Improvement Program Phase I and Phase II projects. This evening, Assistant Superintendent Bill Clark will brief the Board of Education on the current State fiscal outlook and its impact on the District's construction projects. In addition, Mr. Clark will report about the potential budget financial status including:

- County Treasurer Loan
- Mid-Year TRANS
- QZAB
- Vendor Loans
- Federal Stimulus
- State Dollars, Financing for Construction at CFH, PA, PD
- Timeline for Confirmation of Funding

**RECOMMENDATION:**

It is recommended that the Board of Education review, discuss, and take action, if necessary, on budget information as presented. Any action taken is always at the discretion of the Board of Education.

This recommendation supports the following District goal:

- Pursue actively the funding and resources to fulfill our mission and maintain fiscal solvency.

**FISCAL IMPACT:**

The proposed budget reduction plan ensures the District remains fiscally solvent through the State funding reduction cycle. The District anticipates the need to borrow approximately \$5.0 million to complete Phase I construction.

**STUDENT ACHIEVEMENT IMPACT:**

This is a fiscal item. All fiscal resources impact student achievement.

Motion:		Second:		Vote:		Agenda Item E.2.2.
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