



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1b

Meeting Date: September 17, 2026

Subject: Approval/Ratification of Other Agreements
Approval of Bid Awards
Approval of Declared Surplus Materials and Equipment
Change Notices
Notices of Completion

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale: Board approval of entitlements, other agreements, bid awards, surplus materials and equipment, change notices, and notices of completion ensures transparency, fiscal accountability, and compliance with District requirements.

Financial Considerations: See attached.

LCAP Goal(s): Goal 1 – Graduation Outcomes; Goal 2 – Academic Outcomes; Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

1. Entitlements, and Other Income Agreements
2. Approval of Declared Surplus Materials and Equipment
3. Change Notices – Facilities Projects
4. Notices of Completion – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Robert Aldama, Purchasing Manager II

Tina Alvarez Bevens, Contract Analyst

Approved by: Gerardo Castillo, Chief Business Officer

Cancy McArn, Superintendent

ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Item</u>	<u>Amount</u>
<u>BUSINESS SERVICES (GERARDO CASTILLO)</u>		
Superintendent of the Sacramento County Office of Education A27-00005	☒ Yes ☐ No	\$137 per hour/benefits Total Compensation Reimbursement
8/28/26 - 3/31/27: County Superintendent of Schools will fund a part-time fiscal expert to advise the District on its financial challenges, including but not limited to; budget development, year-end-closing of the books, development of financial strategies and analysis.		

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

<u>SITE/DEPT</u>	<u>ITEM</u>
*Distribution Services Nutrition Services Theodore Judah E.S. Suy:u Washington E.S. Hubert Bancroft E.S. O.W. Erlewine E.S. Luther Burbank H.S. Will C. Wood M.S.	BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.
<u>ITEMS</u>	
*2021 Sharp 70" TV with Stand (2 each) Chromebooks (251 each) Laptops (59 each) Desktops (25 each) Printers (23 each) Projectors (41 each) Monitors (69 each) Misc. Computer Accessories (118 each)	STATUS: The District has determined these items are not repairable nor usable.
<u>TOTAL VALUE</u>	RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546
*Minimum \$10.00 / \$0.00	
<u>DISPOSAL METHOD</u>	
*Auction / e-waste	

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: Cesar Chavez / Edward Kemble New Construction and Modernization

Recommendation: **Balfour Beatty / Clark & Sullivan, a joint venture** was awarded preconstruction services at the December 15, 2022 Board of Education Meeting to authorize staff to pursue a lease-leaseback contract with Balfour Beatty / Clark & Sullivan. Once plans are finalized, approved by Division of State Architect and the guaranteed maximum price (GMP) for the project is developed, the construction contract will be submitted to the Board for approval. This request for proposal was publicly advertised on September 26, 2022 and October 3, 2022.

Original Pre-Construction Amount: \$74,810; Measure H Funds

Amendment No. 1 Amount: \$76,836; Measure H Funds (long lead material procurement for Interim Housing); board approved March 2, 2023.

New Total Contract Amount: \$151,646; Measure H Funds

Amendment No. 2 Amount: \$535,166; Measure H Funds (long lead material procurement for Interim Housing). Amendment No. 2 for \$535,166 was approved at the May 4, 2023 Board of Education meeting; Measure H Funds to Balfour Beatty / Clark & Sullivan, a joint venture. Amendment No. 2 is for securing long lead items on materials as part of this summer's interim housing project including carpet, portable foundation systems, and site utilities pipe and fittings. All work as part of a Lease Leaseback (LLB), including amendments, have bids completed at the sub-contractor level by the LLB entity; board approved May 4, 2023.

New Total Contract Amount: \$686,812; Measure H Funds

Amendment No. 3 Amount: \$11,246,889; Measure H Funds. Amendment No. 3 for Increment 1 of construction for the Portable Relocation including twenty-two (22) portable classrooms, two (2) restrooms and Admin Office; board approved May 18, 2023.

New Total Contract Amount: \$11,933,701; Measure H Funds

Ratify correction of Amendment No. 4 Amount: \$<1,588,157>. Amendment No. 4 Amount: \$(1,588,517); Measure H Funds. Amendment No. 4 for \$(1,588,517) to Balfour Beatty / Clark & Sullivan, a joint venture. Amendment No. 4 revises the Guaranteed Maximum Price (GMP) to remove the CCD #2 allowance line and adds a costs line for DSA approved plans set CCD #2 which includes site work such as building pads, underground utilities, and lime treatment. This extends the GMP until April 2024 for general conditions and requirements as part of the DSA approved plan set CCD#2. This is a deductive cost change to the contract; board approved September 21, 2023.

New Total Contract Amount: \$10,345,544; Measure H Funds

Amendment No. 5 Amount: \$2,370,300; Measure H Funds. Amendment No. 5 for Increment 2 of construction for the early procurement of long lead materials, including electrical components and structural steel; board approved February 15, 2024.

New Total Contract Amount: \$12,715,844; Measure H Funds

Amendment No. 6 Amount: \$66,582,174; Measure H Funds. Approve Amendment No. 6 for Increment 2 of construction that increases the Guaranteed Maximum Price (GMP) for completion of this project; board approved March 21, 2024.

New Total Contract Amount: \$79,298,018; Measure H Funds

Amendment No. 7 Amount: \$1,799,961; Measure H Funds unforeseen discoveries and District requested improvements; board approved January 15, 2026.

New Total Contract Amount: \$81,097,979; Measure H Funds

Approve Change Order No. 1 Amount: <\$608,321>; Measure H Funds for Owners Unused Allowance.

New Total Contract Amount: \$80,489,658; Measure H Funds

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor
Vanden Bos Electric, Inc.

Project
Sutterville Telecenter

Completion Date
8/20/26

INTERGOVERNMENTAL AGREEMENT

This Agreement ("Agreement") is entered into by and between the Superintendent of the Sacramento County Office of Education ("County") and the Sacramento City Unified School District ("District"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the County and the District have a shared commitment to fiscal responsibility and the District's short-term and long-term fiscal stability and well-being;

WHEREAS, projected economic challenges for the District caused by recent negotiated settlements, precipitous reductions in State funding, and declining enrollment will require the District to commit additional resources (monetary and staff) to its budget and financial planning efforts;

WHEREAS, as part of the County's fiscal oversight responsibilities, the County determined that the District may be unable to meet its financial obligations for the current or two subsequent fiscal years, and the District received a negative interim financial certification;

WHEREAS, the County is taking actions that are necessary to ensure that the District meets its financial obligations and is requiring the District to regularly submit information to the County, including a fiscal plan, reports, and notices;

WHEREAS, pursuant to Education Code Section 42127.6, the County Superintendent of Schools may assign fiscal experts, paid for by the county superintendent of schools, to advise the school district on its financial problems;

WHEREAS, in order to assist the District in addressing its fiscal challenges and in complying with the County requirements, the County will fund a part-time position for Marie Dela Crus for six months as set forth in this Agreement, commencing with the fiscal expert's first day of employment with the District;

WHEREAS, the fiscal expert will be a District employee and serve in a confidential classified position within the District; and

WHEREAS, the Parties desire to enter into this Agreement in order to clarify the County's funding obligations and the fiscal expert's status and role as a District employee.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, and mutual promises contained herein, the sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into this Agreement.
2. Fiscal Expert's Employment Status. During the Term of this Agreement, the

fiscal expert shall be a District employee subject to any and all District rules, requirements, policies, procedures and expectations for District confidential classified employees. The Parties agree and acknowledge that the fiscal expert shall be supervised by the District's Chief Business and Operations Officer. The fiscal expert will not be entitled to any County employment benefits by virtue of this Agreement.

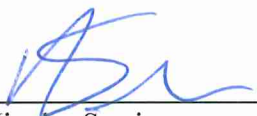
3. Fiscal Expert's Employment Duties. The fiscal expert shall advise the District on its financial problems and assist the District in responding to the County's fiscal requests, including but not limited to: business office assistance and training; budget development; year-end closing of the books; documentation of procedures; development of financial strategies and analysis; and preparation or review of short-term and long-term cash flow schedules.
4. Funding.
 - a. The Parties agree that the County shall reimburse the District for the employee's total compensation (salary, benefits and statutory benefit costs) based on the fiscal expert's placement on the attached Salary Schedule and in accordance with the Salary Projections, which are attached and incorporated into this Agreement.
 - b. Upon hiring the candidate, each month thereafter for the duration of this agreement, the District shall invoice the County for the cost of the fiscal expert's salary and benefits based upon the prior months actual costs of the position. The County shall remit payment to the District within 30 days of receiving the invoice.
 - c. County's funding for the position is contingent upon the District utilizing the fiscal expert for the purposes set forth in this Agreement. Upon request, County will have access to all District's records, books, reports, and personnel related to the performance of this Agreement.
5. Effective Date and Term. This Agreement shall be effective upon execution by all Parties and shall end on March 31, 2027. The Agreement will automatically terminate upon the fiscal expert's termination of employment. If either party determines that the other is in breach of this Agreement, they may provide a 30-day written notice to cure to the other party. The party providing notice may elect to provide a written notice to terminate the Agreement immediately if the breach is not cured within the 30-day period.
6. Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.
7. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. This Agreement shall be enforceable in any court of competent jurisdiction in the County of Sacramento,

State of California.

8. Counterparts. This Agreement may be executed in counterparts. A copy or original of this document with all signature pages appended together will be deemed a fully executed, original agreement.
9. Interpretation. The parties acknowledge that each of them has fully discussed the contents of this Agreement with its chosen representatives or legal counsel or both and has had the benefit of legal counsel in negotiating and drafting these terms. Neither this Agreement nor any of its provisions shall be deemed to have been prepared or drafted by one party or its attorneys nor shall this Agreement or its provisions be construed more strongly against any single party.
10. Entire Agreement. This Agreement contains the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

SUPERINTENDENT OF THE
SACRAMENTO COUNTY OFFICE
OF EDUCATION

By: 
Nicolas Sweizer
Associate Superintendent

Date: 8/28/2026

SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT

By: 
Gerardo Castillo, CPA
Chief Business Officer

Date: 08/17/2026



Change Order 02

Date: July 7, 2026

Project Name: Cesar Chavez / Edward Kemble New Construction and Modernization

Bid/Project No: 0098-460

DSA File No: 34-H7

DSA Application No: 02-120693

The following parties agree to the terms of this Change Order:

Owner: Sacramento City USD

7500 32nd Street
Sacramento, CA 95822

Architect: Lionakis

2025 19th Street
Sacramento, CA 95818

**Contractor: Balfour Beatty /
Clark Sullivan a Joint Venture**

1110 Iron Point Road, Ste. 280
Folsom, CA 95630

Construction Manager: Kitchell

2450 Venture Oaks Way, Ste 500
Sacramento, CA 95833

Reference	Description	Cost	Days Ext.
Requested by: Performed by: Reason:	Project Close-out of Unused Owner Contingency District N/A Reconciliation of contract	\$ (608,321.00)	0
Contract time will be adjusted as follows: Previous Completion Date: 10/17/2025	Original Contract Amount with Allowances: Original Guaranteed Maximum Price \$ 74,810.00 Amendment #01 - Inc #01 Long Lead Items \$ 76,836.00 Amendment #02 - Inc #01 Long Lead Items \$ 535,166.00 Amendment #03 - Inc #01 Construction \$ 11,246,889.00 Amendment #04 - Inc #01 CCD #02 Construction \$ (1,588,157.00) Amendment #05 - Inc #02 Long Lead Items \$ 2,370,300.00 Amendment #06 - Inc #02 Construction \$ 66,582,174.00 Owner Contingency Increase \$ 1,799,961.00 (CO #1) Modified Guaranteed Maximum Price	\$ 81,097,979.00	
Type Number of Days in Words 0 Calendar Days Extension (zero unless otherwise indicated)	Amount of this Change Order:	\$ (608,321.00)	
Current Completion Date: 10/17/2025	Revised Contract Amount After this change order:	\$ 80,489,658.00	

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to

