

**BEFORE THE GOVERNING BOARD OF THE
DAVIS JOINT UNIFIED SCHOOL DISTRICT**

RESOLUTION NO. 36-18

**TO APPROVE THE PIGGYBACK PURCHASE OF WIRELESS NETWORK
EQUIPMENT AND INSTALLATION SERVICES**

WHEREAS, the Governing Board (“Board”) of the Davis Joint Unified School District (the “District”) has determined that a true and very real need exists for the acquisition of wireless network equipment and associated installation services (“Property”); and

WHEREAS, the governing board of a school district may under Section 20118 of the California Public Contract Code, without advertising for bids, if the board has determined it to be in the best interest of the district, authorize by contract, lease, requisition, or purchase order, any public corporation or agency to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, services, and other personal property for the district in the manner in which the public corporation is authorized by law to lease or purchase. If there is an existing contract between a public corporation or agency and a vendor for the lease or purchase of the personal property, a school district may purchase the personal property directly from the vendor by contract, lease, requisition, or purchase order and make payment to the vendor under the same terms that are available to the public corporation or agency under the contract; and

WHEREAS, the Board of the District has determined that it is in the best interest of the District to authorize the acquisition of the Property from AMS.NET, Inc. (“Company”) as more fully described herein in Exhibit “A” through a bid and contract procured by the School Project for Utility Rate Reduction (“SPURR”) Joint Powers Authority Master Contract: SMC-ER-028 with AMS.NET (“Agreement”).

NOW, THEREFORE, the District Board hereby finds, determines, declares, and resolves as follows:

Section 1. All of the recitals set forth above are true and correct and the Board so finds and determines.

Section 2. The Board hereby finds and determines the acquisition of the Property from Company pursuant to Public Contract Code section 20118 and the Agreement to be in the best interest of the District.

Section 3. The Superintendent or Superintendent’s designee is hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may, in consultation with legal counsel, deem necessary or advisable in order to consummate this transaction and otherwise carry out, give effect to, and comply with the terms and intent of this Resolution.

Section 4. This Resolution shall be effective as of the date of its adoption.

APPROVED, PASSED, AND ADOPTED by the Governing Board of the Davis Joint Unified School District this 15th day of March 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I, Tom Adams, President of Governing Board of the Davis Joint Unified School District, do hereby certify that the foregoing is a full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in the office of said Board.

President of the Board of Education
Davis Joint Unified School District

Exhibit “A”

Purchase Order # _____ for Wireless Network Upgrade at District School Sites Project

I. Equipment and Installation Services

This Purchase Order for Equipment and Installation Services listed in the AMS.NET Technology Solutions Proposal, dated as of January 9, 2018, and the AMS.NET Solutions Overview, dated as of January 9, 2018, attached hereto and hereby incorporated by reference, is placed pursuant to the terms and conditions of the School Project for Utility Rate Reduction (“SPURR”) Joint Powers Authority Master Contract: SMC-ER-028 with AMS.NET (“Agreement”) and the following additional terms and conditions as specified below.

II. Additional Terms and Conditions

1. Fingerprinting. For any work performed by AMS.NET (“Contractor”) employees, or any of Contractor’s subcontractors or Contractor’s (hereinafter collectively referred to as “Contractor’s Employees”), at Davis Joint Unified School District (“District”) facilities, Contractor’s Employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any District site pursuant to Education Code section 45125.1. The Department of Justice will ascertain whether the Contractor’s Employee has a pending criminal proceeding for a violent or serious felony, or has been convicted of a violent or serious felony as those terms are defined in Penal Code sections 667.5(c) and 1192.7(c), respectively. Contractor shall not permit a Contractor’s Employee to come into contact with students until the Department of Justice has ascertained that the Contractor’s Employee has not been convicted of a felony as defined in Education Code section 45125.1. Contractor shall provide the District with a list of names of Contractor’s Employees who may come into contact with students, and must certify in writing to the District that none of Contractor’s Employees who may come into contact with students have been convicted of a felony as defined in Education Code section 45125.1. District may request the removal of a Contractor’s Employee from a District site at any time. Failure to comply with any of the provisions of this requirement may result in termination of this Purchase Order.

2. Compliance with Applicable Laws. The District and Contractor will jointly ensure compliance with the federal Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g) through following the confidentiality provisions as set forth in this contract, as well as applicable District Board policies. The parties acknowledge and agree that the District is subject to federal and local laws relating to the protection of personally identifiable information (“PII”) of students, including FERPA, and that Contractor could have access to such PII as a “school official” under Section 99.31 of FERPA for the purpose of providing the services hereunder. In addition to FERPA, Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances that are now, or may in the future, become applicable to Contractor; the services being provided by Contractor; Contractor’s business, equipment, and personnel engaged in operations covered by this Purchase Order; and the protection of Pupil Records and PII, including, but not limited to, Education Code section 49060 et seq. Contractor certifies that it is familiar with these

laws, as well as any other laws applicable to the protection of PII of students, and Contractor will comply with all such requirements.

3. Insurance. Contractor shall purchase and maintain policies of insurance with an insurer, or insurers, qualified to do business in the State of California and acceptable to District which will protect Contractor and District from claims which may arise out of, or result from, Contractor's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. Workers' Compensation and Employers' Liability Insurance in accordance with the laws of the State of California.

b. Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit, bodily injury, and property damage liability per occurrence, including:

- i. owned, non-owned, and hired vehicles;
- ii. blanket contractual;
- iii. broad form property damage;
- iv. products/completed operations; and
- v. personal injury.

c. Each policy of insurance required above shall name District and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to District prior to cancellation; and shall waive all rights of subrogation. Contractor shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Contractor shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Contractor fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Contractor, and in such event, Contractor shall reimburse District upon demand for the cost thereof.

4. Indemnification. To the fullest extent permitted by law, Contractor shall fully indemnify, defend, and hold harmless the District, its employees, agents, and independent Contractors from claims, demands, causes of actions, and liabilities of every kind and nature whatsoever arising out of, or in connection with, Contractor's services performed under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force.