

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION AUTHORIZING TEMPORARY
BORROWING FROM THE SOLANO COUNTY
TREASURER-TAX COLLECTOR IN ACCORDANCE
WITH ARTICLE XVI OF THE CALIFORNIA
CONSTITUTION, RESOLUTION NO. 10/11-09

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 10/11-09, a resolution authorizing the temporary borrowing from the Solano County Treasurer-Tax Collector in accordance with Article XVI of the California Constitution.

This action is made necessary due to the delay in state budget passage, which has resulted in the District not receiving its apportionment funding in 2010-11. The District will potentially experience a negative cash flow because of expense obligations that must be fulfilled during the months of November and December, 2010 and January, 2011 for payroll and essential operating expenses. The total amount needed is estimated at \$13.5 million to be transferred from the Solano County Treasurer and restored after the District's receipt of its state apportionment and property taxes. Furthermore, this action assumes state budget adoption and no additional apportionment payment deferrals.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Roy V. Stutzman
Consultant, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

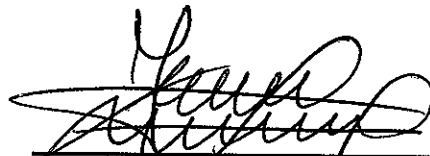
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

September 3, 2010

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

September 3, 2010

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION AUTHORIZING TEMPORARY BORROWING
FROM THE SOLANO COUNTY TREASURER-TAX COLLECTOR IN
ACCORDANCE WITH ARTICLE XVI OF THE CALIFORNIA CONSTITUTION**

RESOLUTION NO. 10/11-09

WHEREAS, The Department of Finance is withholding cash payments to community college districts due to the delay in adoption of the 2010-11 state budget;

WHEREAS, It is unknown when the state budget legislation will be approved and signed by the Governor;

WHEREAS, The Solano Community College District (the "District") desires to obtain temporary transfer (the "Transfer") of funds in custody of the Solano County Treasurer-Tax Collector to cover potential cash deficits and provide funds for meeting the obligations incurred on behalf of the District;

WHEREAS, Article XVI, Section 6 of the California Constitution provides that the Solano County Treasurer will have the power and duty to make a temporary transfer of funds upon a resolution adopted by the Board of Supervisors authorizing such temporary transfer;

WHEREAS, The amount of the Transfer may not exceed 85% of the amount of money which will accrue to the District during the fiscal year and totals \$27,984,618; and

WHEREAS, The District anticipates potential need for three (3) months cash flow in the amount of \$13.5 million; now therefore be it

RESOLVED, That the Governing Board of the Solano Community College District hereby:

1. Find and determine that the Transfer of funds is in the best interest of the District and serves a valid public purpose.
2. The District's Governing Board hereby requests a Transfer of funds to the District from the county funds in the Solano County Treasurer's custody. The Transfer shall be in an amount determined by the Treasurer, not to exceed 85% of the anticipated revenues accruing to the District during the fiscal year.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION AUTHORIZING TEMPORARY BORROWING
FROM THE SOLANO COUNTY TREASURER-TAX COLLECTOR IN
ACCORDANCE WITH ARTICLE XVI OF THE CALIFORNIA CONSTITUTION**

RESOLUTION NO. 10/11-09

CONTINUING – PAGE 2

3. The Superintendent/President is hereby authorized and directed for and on behalf of the District to formally request a Transfer of funds in an amount and upon a date determined by the Superintendent/President and Vice President of Administrative & Business Services to be necessary, not to exceed the limitations to such Transfer as provided herein.
4. The District hereby requests that the Transfer be made by the Treasurer and that the Treasurer deposit the Transfer to the District's general fund.
5. Repayment of any Transfer installment(s) shall be made from the revenues accruing to the District.
6. The Superintendent/President is hereby authorized and directed to execute and sign the Temporary Loan Request on behalf of the District.
7. The Secretary of the Governing Board is hereby directed to submit a certified copy of this Resolution to the Superintendent of the Solano County Office of Education and the Solano County Treasurer.
8. This Resolution shall take effect immediately.

PASSED AND ADOPTED This 15th day of September 2010, by the Governing Board of the Solano Community College District.

DENIS HONEYCHURCH, J.D.
BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
SECRETARY

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CERTIFICATION

State of California)
)
County of Solano)

I, Jowel C. Laguerre, Ph.D., Secretary of the Governing Board of the Solano Community College District, do certify the foregoing is a true and actual copy of the resolution approved by the Governing Board at a regular meeting on Wednesday, September 15, 2010, the original of which is on file in the District Superintendent-President's Office.

Jowel C. Laguerre, Ph.D., Secretary to the Governing Board

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

SUBJECT: AMENDMENT TO SOFTWARE LICENSE AND
MAINTENANCE AGREEMENTS FOR BANNER
ENTERPRISE JOB SCHEDULER BY UC 4

REQUESTED ACTION: APPROVAL

SUMMARY:

UC4 Software, Inc., a vendor supplying software through SunGard Higher Education, is providing a major upgrade to the job scheduler software product free of charge to existing clients. While the license upgrade costs and maintenance fees for the current year have been waived, there will be an increase of \$4,000 when the District renews the maintenance contract in May of 2011. In addition, the District will be required to pay for services to have the new software installed in our system. The anticipated the cost is approximately \$12,000, which will be funded through existing budgets.

Approval of the amendments to the license and maintenance agreements is requested at this time.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

James Ennis, Interim
Chief Information Systems Officer

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7104

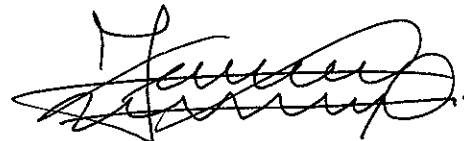
TELEPHONE NUMBER

Information Systems

ORGANIZATION

September 3, 2010

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.

Superintendent-President

September 3, 2010

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**AMENDMENT TO
SOFTWARE LICENSE &
SERVICES AGREEMENT**

SUNGARD HIGHER EDUCATION INC.

4 Country View Road
Malvern, Pennsylvania 19355
FAX Number (610) 578-3700
("SunGard Higher Education")

and

SOLANO COMMUNITY COLLEGE DISTRICT

("Licensee")

Original Software License & Services Agreement dated May 8, 2006, as thereafter amended (the "Agreement").

LICENSEE AND SunGard Higher Education, intending to be legally bound, agree as follows:

1. Defined Terms. Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Amendment. Further, for purposes of this Amendment, and with regard to each other Amendment entered into subsequently by the parties: the term "Execution Date" means the latest date shown on the signature page of the Amendment in question; and in addition, and notwithstanding any other meaning that may have been ascribed to this term in the Agreement, the term "Delivery Date" means, for each Baseline Component System, the date on which SunGard Higher Education ships that Baseline Component System to the Delivery Address F.O.B. SunGard Higher Education's place of shipment (generally Malvern, Pennsylvania).

2. Amendment to and Modification of Agreement.

(a) License Grant. SunGard Higher Education grants Licensee the right to use the additional Licensed Software identified on Exhibit 1 attached to this Amendment for the additional fees set forth in the attached Exhibit 1, on the terms and conditions set forth in the Agreement as modified by this Amendment.

(b) Payment Terms. Except with respect to license fees due on the Execution Date, SunGard Higher Education has the right to charge a late fee on any payment that is past-due. With respect to license fees due on the Execution Date as provided for in attached Exhibit 1, SunGard Higher Education shall have the right to charge a late fee to the extent that payment is received later than thirty (30) days from the date of invoice. Late fees will be calculated based on the formula otherwise provided for in the Agreement.

3. Integration Provision. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Execution Date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties. Both the transaction provided for in and the fees due under this Amendment are non-cancelable, and the amounts paid under this Amendment are nonrefundable, except as provided in this Amendment. By the execution of this Amendment, each party represents and warrants that it is bound by the signature of its respective signatory.

SunGard Higher Education

Licensee

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

DATE SIGNED: _____

DATE SIGNED: _____

EXHIBIT 1

Licensee: Solano Community College District
 Delivery Address: 4000 Suisun Valley Road, Fairfield, California 94534-3197

EQUIPMENT: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard Higher Education supports the Licensed Software. Licensee acknowledges that certain Component Systems of the Licensed Software may require specific host or client configurations. Licensee, as soon as reasonably practicable, shall provide a detailed written description of the Equipment so that SunGard Higher Education can confirm that it is a configuration on which SunGard Higher Education supports use of the Licensed Software. SunGard Higher Education will then advise Licensee whether SunGard Higher Education supports or does not support use of the Licensed Software on the proposed configuration. If SunGard Higher Education does not support use of the Licensed Software on the proposed configuration, Licensee must propose a new configuration until SunGard Higher Education does confirm that it supports use of the Licensed Software on the proposed configuration.

NOTICE: To use any of the Licensed Software, Licensee must also obtain, install on the Equipment and maintain SunGard Higher Education-supported versions of certain software products and software/hardware peripherals. By this notice, SunGard Higher Education is advising Licensee that Licensee should consult with its SunGard Higher Education Professional Services representative to obtain a written listing of such necessary software products and software/hardware peripherals.

TABLE 1 - LICENSED SOFTWARE:

| Component System | Source Code Licensed? (yes/no) | Software Supplement | Fee |
|---|-----------------------------------|--|------------|
| Banner Enterprise Job Scheduler by UC4 ¹ (1 Banner Agent) | No | N/A (UC4 Component System is owned and provided to SunGard Higher Education under license by UC4 Software GmbH) | N/C |
| TOTAL LICENSE FEE: | | | N/C |

Notes to Table 1:

¹ The module of Banner Enterprise Job Scheduler by UC4 is described below:

Banner Agent

The UC4 Banner Agent provides a tightly integrated solution that creates Banner jobs, executes Banner jobs, and allows capture of Banner Jobs. It receives execution orders from the UC4 Automation Engine, runs the Banner jobs, monitors status and communicates back to the UC4 Automation Engine, traps errors, and captures output for online viewing and distribution. The Banner Agent is a site license and can be applied to any Banner system. A Linux Agent must accompany the Banner Agent.

PAYMENT: There is no additional fee for the Component System set forth above. SunGard Higher Education will invoice

DELIVERY: SunGard Higher Education will deliver each Baseline Component System identified in Exhibit 1 within thirty (30) days after the Execution Date.

Number of Software Supplements Attached: None

**AMENDMENT TO
MAINTENANCE AGREEMENT**

SUNGARD HIGHER EDUCATION INC.

4 Country View Road
Malvern, Pennsylvania 19355
FAX Number (610) 578-3700
("SunGard Higher Education")

and

SOLANO COMMUNITY COLLEGE DISTRICT

("Licensee")

Original Maintenance Agreement dated May 8, 2006, as may thereafter have been amended (the "Maintenance Agreement").

This Maintenance Amendment is entered into by the parties on the latest date shown on the signature page of this Maintenance Amendment. SunGard Higher Education's obligations hereunder shall commence on October 1, 2010 (the "Commencement Date").

LICENSEE AND SunGard Higher Education, intending to be legally bound, agree as follows:

1. Defined Terms. Unless specifically defined herein, all terms defined in the Maintenance Agreement shall have the same meaning when used in this Maintenance Amendment.

2. Amendment to and Modification of Maintenance Agreement.

(a) SunGard Higher Education agrees to provide Improvements with respect to the additional Component Systems identified in Exhibit 1 (the "Maintenance Exhibit"), attached to this Maintenance Amendment on the same terms and conditions as the Maintenance Agreement for the period and for the fee specified in the Maintenance Exhibit. The term of the Maintenance Agreement is deemed to be extended as provided for in the Maintenance Exhibit for purposes of this Maintenance Amendment. Any amounts indicated on the Maintenance Exhibit are in addition to all other amounts payable under the Maintenance Agreement.

(b) Notwithstanding anything to the contrary set forth in the Maintenance Agreement, Licensee shall have the option (the "Early Termination Right") to terminate this Maintenance Amendment at its convenience effective on each date identified in the Maintenance Exhibit as an "Optional Termination Date" by providing written notice to SunGard Higher Education at least six (6) months prior to such Optional Termination Date. To the extent that Licensee exercises its Early Termination Right and the corresponding Optional Termination Date occurs in the middle of a Contract Year, then Licensee will be obligated to pay the Improvements fees on a prorated basis only through the Optional Termination Date. SunGard Higher Education will, as of the Optional Termination Date, have the right to invoice Licensee for any Improvements fees due up to and including the Optional Termination Date that have not then been paid by Licensee, or (as applicable) will refund any Improvements fees prepaid for any period following the Optional Termination Date. Absent SunGard Higher Education's receipt of written notice in accordance with the above, this Maintenance Amendment shall remain in full force and effect in accordance with its terms and Licensee shall be deemed to have waived its right to exercise the applicable Early Termination Right.

(c) The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System are described in the applicable Supplement attached as Exhibit 2 hereto. To the extent that a different Maintenance Standard applies to certain of the Component Systems than that which applies to others, the Maintenance Standard applicable to each Component System will be described in the table in Exhibit 1 and the corresponding Supplements will be attached in Exhibit 2.

3. Integration Provision. Except as expressly modified by this Maintenance Amendment, the Maintenance Agreement shall remain in full force and effect. As of the Execution Date, the Maintenance Agreement, as further amended by this Maintenance Amendment, constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties. Both the transaction provided for in and the fees due under this Maintenance Amendment are non-cancelable, and the amounts paid under this Maintenance Amendment are nonrefundable, except as provided in this Maintenance Amendment. By the execution of this Maintenance Amendment, each party represents and warrants that it is bound by the signature of its respective signatory.

SunGard Higher Education

Licensee

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

DATE SIGNED: _____

DATE SIGNED: _____

EXHIBIT 1

Licensee: Solano Community College District

PARTIAL YEAR PAYMENT/DUE DATE ¹: \$0 due on the Execution Date for the period of October 1, 2010 through April 30, 2011.

FIRST ANNUAL CONTRACT YEAR PAYMENT DATE: May 1, 2011

OPTIONAL TERMINATION DATE: April 30, 2012

| Component System(s) | Contract Year Begins/Ends | Expiration Date | Maintenance Standards | Initial Payment Amount |
|---|---------------------------|-----------------------------|-----------------------|------------------------|
| Banner Enterprise Job Scheduler by UC4 (1 Banner Agent) | May 1/April 30 | April 30, 2016 ² | Bronze Level | \$4,000 |
| TOTAL: | | | | \$4,000 |

For the Baseline Component Systems set forth in the Maintenance Table, the “Initial Payment Amount” represents the amount due on the First Annual Contract Year Payment Date for Improvements for the first full Contract Year. Fees for Improvements for each subsequent Contract Year are payable on the anniversary of the First Annual Contract Year Payment Date. Improvement fees for the second Contract Year and for each subsequent Contract Year prior to the Expiration Date will be specified by SunGard Higher Education in an annual invoice and will increase by not more than 6% over the amount payable for Improvements for the immediately preceding Contract Year. Improvement fees for any Contract Year subsequent to the Expiration Date will be specified by SunGard Higher Education in an annual invoice and will increase by not more than 10% over the amount payable for Improvements for the immediately preceding Contract Year.

¹ Maintenance for the period October 1, 2010 through April 30, 2011 has been waived by UC4.

² Indicates that the Component System is owned by a third party.

EXHIBIT 2
Bronze Level Maintenance Standards

I. Defined Terms:

“Notification” means a communication to SunGard Higher Education’s ActionLine by means of: (i) SunGard Higher Education’s Customer Support Center; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Higher Education’s then-current policies and procedures for submitting such communications.

“Priority One Call” means a Notification that Licensee believes that a Documented Defect has caused: (i) a full failure (i.e., “crash”) of its computer system; (ii) a full failure of the Licensed Software; or (iii) a failure of its computer system or the Licensed Software which, in either case, prevents Licensee from performing data processing which is critical to Licensee’s operations on the day on which the alleged Documented Defect is reported.

“Priority Two Call” means a Notification that Licensee believes that a Documented Defect has caused a partial failure of Licensee’s computer system or the Licensed Software which significantly hinders its ability to perform data processing which is critical to Licensee’s operations on the day on which the alleged Documented Defect is reported.

“Priority Three Call” means a Notification that Licensee believes that a Documented Defect has caused an intermittent failure of, or problem with, its computer system or the Licensed Software that causes a significant delay in Licensee’s ability to perform data processing on the day on which the alleged Documented Defect is reported, but where the processing is not critical to Licensee’s operations.

“Priority Four Call” means a Notification that Licensee believes that a Documented Defect has caused a problem with its computer system or the Licensed Software that does not significantly affect critical processing.

II. Hours During Which SunGard Higher Education’s “ActionLine” Telephone Support Will be Available to Licensee in Connection with the Provision of Maintenance: Five (5) days per week, Monday through Friday, excluding United States holidays and SunGard Higher Education-observed holidays, from 8:00 AM to 8:00 PM (Eastern US Time).

III. Targeted Response Times. With respect to SunGard Higher Education’s Maintenance obligations, SunGard Higher Education will use reasonable efforts to respond to Notifications from Licensee relating to the Baseline Component Systems identified in Exhibit 1 of this Amendment in accordance with the following guidelines, with the time period to be measured beginning with the first SunGard Higher Education ActionLine business hour occurring after SunGard Higher Education’s receipt of the Notification:

Priority One Calls –two (2) hours or less.

Priority Two Calls – four (4) hours or less.

Priority Three Calls – twenty-four (24) hours or less.

Priority Four Calls – seventy-two (72) hours or less.

For purposes of these targets, a “response” will mean as an initial contact from an SunGard Higher Education representative to Licensee to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to SunGard Higher Education’s obligation to respond to Licensee, Licensee must follow the policies and procedures of SunGard Higher Education’s ActionLine (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.