

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

TO: Members of the Governing Board

SUBJECT: EAST BAY MUNICIPAL UTILITY DISTRICT AND
SOLANO COMMUNITY COLLEGE DISTRICT WORK
EXPERIENCE PROGRAM AGREEMENT

REQUESTED ACTION: APPROVAL

SUMMARY:

East Bay Municipal Utilities District (EBMUD) has a shortage of qualified Water/Wastewater Plant Operator candidates. SCC operates a successful Water/Wastewater Plant Operator training program, so EBMUD approached SCC to discuss an internship program. Under the terms of the proposed agreement, EBMUD would provide funding to the Solano Community College Educational Foundation (SCCEF) for a maximum of five full-time/part-time interns that would receive scholarships in the amount of \$7,600 each. The student interns must be enrolled in the SCC Water and Wastewater Technology Certificate Program as well as the SCC Work Experience Program. In addition, eligible students must have completed a minimum of three units in Water courses and four units in Wastewater courses.

All interns will be placed with EBMUD in the spring semester of 2014. EBMUD will select the students and determine whether they have successfully completed the Work Experience Program requirements. The College Occupational Education Coordinator will determine if the students have met the SCC Cooperative Experience program requirements. The College will then advise SCCEF which students qualify for scholarship payments.

Government Code: EC 72670 (e) Board Policy: Estimated Fiscal Impact: \$ 40,000
2013-2014 BOT Goals: Goal #3 Access and Success
2013-2014 CEO Goals: Goal #2 Implement Master Plans/Educational Master Plan

SUPERINTENDENT'S RECOMMENDATION:

Curt Johnston, Interim Executive Director
Educational Foundation

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

707-864-7141

TELEPHONE NUMBER

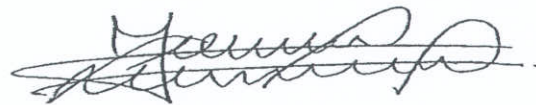
SCC Educational Foundation

ORGANIZATION

November 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE



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

November 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



East Bay Municipal Utility District and Solano Community College

College Work Experience Program AGREEMENT

This agreement is made and entered into by and between the East Bay Municipal Utility District (EBMUD) and Solano County Community College District, on behalf of its Solano Community College.

Whereas, EBMUD has experienced and expects a continued shortage of diverse, qualified job candidates for its entry-level Water/Wastewater Plant Operator; and

Whereas, Solano Community College administers a Cooperative Work Experience program to provide exposure to plant operator and other applicable entry-level construction trades to diverse students enrolled in its CTE Degree and Certificate Programs:

- Associate Degree and Certificate of Achievements –Water and Wastewater Technology; and
- Whereas EBMUD agrees to provide a place for work-based learning to up to five students participating in Solano Community College Work Experience Program and other construction programs.

EBMUD and Solano Community College agree as follows:

GENERAL UNDERSTANDING

- 1) The parties understand and agree that the Solano Community College Educational Foundation program is primarily a student-focused learning experience. It is further understood that student interns are not employees of EBMUD and shall not be entitled to any form of employment-related compensation or benefits, including but not limited to workers' compensation benefits.
- 2) The parties understand and agree that the intern must work and learn under the supervision of an EBMUD professional on-site. That person will function as a "co-educator" with the student's Work Experience Program Instructor during the student's placement.
- 3) Both parties understand and agree that the work-based learning activities must relate to student's occupational field of study or career goal, and/or to a professional field where that knowledge would be utilized.
- 4) EBMUD will provide accurate and complete position descriptions for each potential work-based learning opportunity and each position will provide students with professionally oriented activities similar to those a new entrant in the field would experience.
- 5) If requested, EBMUD will meet with the student's Work Experience Program Instructor on-site and will provide such assistance as necessary to allow the student to accomplish his or her Cooperative Work Experience course assignments (such as Progress Reports, Field Report, and support for/evaluation of Student Learning Objectives).
- 6) Solano Community College will comply with the following statement of Non-Discrimination:

Solano Community College does not discriminate on the basis of race, color, national origin, sex, sexual orientation, disability, or age in any of its policies, procedures, or practices, in compliance with Title VI of the Civil Rights Act of 1964 (pertaining to race, color, and national origin), Title IX of the Educational Amendments of 1972 (pertaining to sex), Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (pertaining to age), and Board Policy 2001. This nondiscrimination policy covers admission and access to, as well as treatment and employment in the college's programs and activities, including vocational education. Inquiries regarding the equal opportunity policies, the filing of grievances, or requests for a copy of the college's grievance procedures may be directed to the following: disability support services coordinator for disability related issues; Title IX, Sexual Harassment Title VI, discrimination based on race, color, or national origin, the vice president of student services, Administration Building, or the dean of student life in the Student Union Building.

- 7) The parties understand and agree that students officially enrolled in College's Cooperative Work Experience or other similar work experience courses as part of their college curriculum who are assigned to EBMUD are covered members under the Solano County Community College District's liability insurance.
- 8) The parties understand and agree that while students are not entitled to wages for time spent in the COOP program, a stipend/scholarship may be paid to participating students pursuant to the Cooperative Work Experience Program Agreement between EBMUD and the Educational Foundation. Such payment of scholarships shall not be construed as wages. The Solano Community College Administrator of the College Cooperative Work Experience Education, Debra Berrett, Occupational Education Coordinator, will have sole discretion to determine if students have fully met the College Cooperative Work Experience Education requirement to complete their COOP assignment with a minimum grade of 2.0/C and will advise the Educational Foundation regarding which students are eligible for scholarship payments and the amount to award to each Cooperative Experience student.
- 9) EBMUD understands and agrees to inform student participants of potential health and safety risk inherent in an off-campus work-based learning activity and shall inform students of EBMUD health and safety practices.
- 10) Solano County Community College District expressly agrees to defend, indemnify, and hold harmless EBMUD and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from Solano County Community College District, its associates', employees', or other agents' negligent acts or willful misconduct, in the operation and/or performance under this Agreement.
- 11) EBMUD expressly agrees to defend, indemnify, and hold harmless Solano County Community College District and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from EBMUD, its Directors', its associates', employees', or other agents' negligent acts or willful misconduct, in the operation and/or performance under this Agreement.
- 12) Each of the parties agrees to waive their rights to subrogation of worker's compensation and general liability claims. The Covered Party's Worker's Compensation and General Liability

Insurance Carriers agree to waive rights of recovery against the other Party regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise. All Worker's Compensation and General Liability Insurance coverage maintained or procured by the Covered Party shall be endorsed to delete the subrogation condition as to the other Party, or must specifically allow the named insured to waive subrogation prior to a loss.

TERM AND TERMINATION

- 1) This Agreement shall be effective from the date of signature until May 16, 2014
- 2) This Agreement may be terminated by the mutual written consent of both parties at any time.
- 3) This Agreement may be terminated by either party with thirty (30) days' written notice provided that the termination date cannot be earlier than the end of the then current Cooperative Work Experience period.

SCOPE OF WORK

The Water/ Wastewater Plant Operator shall consist of a 17-week, full-time/part-time, work-based learning experience from January 13 – May 16, 2014 at EBMUD. Clerical or non-professional tasks will be limited to 20 percent or less of total responsibilities for the Interns.

Specific details for the program shall be agreed to by EBMUD and Solano Community College before the start of the program and will be detailed in the sample Exhibit B, attached.

SIGNATURES

Carol Nishita, Director
EBMUD Administration Department

Jowel C. Laguerre, Ph.D.
Solano Community College
4000 Suisun Valley Road
Fairfield, CA 95434

Delores Turner, Manager
Human Resources

Douglas Stletter
President
Solano Community College Educational
Foundation
4000 Suisun Valley Road
Fairfield, CA 95434

Elaine Lew-Smith, Affirmative Action Officer

Approved as to Form:

Approved as to Form:

Saji T. Pierce, Attorney III
EBMUD

(name), (Title)
Solano Community College District



EBMUD Solano Community College Work Experience Program AGREEMENT

4000 Suisun Valley Road, Fairfield, CA 95434

This agreement summarizes the mutual understanding of the Company named below and the Solano Community College Educational Foundation regarding the funds described in this agreement. This agreement will become part of the Educational Foundation's records and will serve as a guide to those who administer the funds for the time/period outlined below. Solano Community College Educational Foundation is a 501(c)(3) organization, federal tax ID 94-2985548.

COMPANY: East Bay Municipal Utility District (EBMUD)

MAILING ADDRESS: P.O. Box 24055, Oakland, CA 94623-1055

Attn: Elaine Lew-Smith, MS 601

TELEPHONE: (510) 287-0710

EMAIL: elew@ebmud.com

NAME OF FUND: Solano Community College Work Experience Program

CONTACT NAME: Curtis Johnston

TELEPHONE: (707) 864-7141

EMAIL: curtis.johnston@solano.edu

DATE ESTABLISHED: October 9, 2013

FUNDS AMOUNT: A maximum of \$ 40,000 to be paid in three installments.

The funds will be subject to the Solano Community College Educational Foundation fee of 5% percent which is used for the operations of the program and the Educational Foundation.

PURPOSE

The Company has experienced and expects a continued shortage of diverse, qualified Water/Wastewater Plant Operator candidates. The Company has utilized work experience programs to increase the pool of diverse, qualified job candidates for other Company jobs that are difficult to fill due to specialized skills and knowledge requirements. The Company shall provide funding to the Solano Community College Educational Foundation to provide scholarships for the Solano Community College Work Experience Program; the Agreement for which is attached hereto as Exhibit A.

ADMINISTRATION

Solano Community College Educational Foundation will provide a maximum of five full-time/part-time Intern scholarships in the amount of \$7,600 each to students enrolled in the Water and Wastewater Technology Certificate Program and other related program. All interns will be placed with the Company for the Solano Community College Work Experience Program in the spring semester of 2014, in

accordance with the Agreement entered between EBMUD and Solano Community College District on behalf of its Solano Community College (Exhibit A).

Solano Community College Educational Foundation expressly agrees to defend, indemnify, and hold harmless EBMUD and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages including attorneys' fees, arising out of or resulting from Solano Community College Educational Foundation, its associates', employees', or other agents' negligent acts or willful misconduct, in the operation and/or performance under this Agreement.

EBMUD expressly agrees to defend, indemnify, and hold harmless Solano Community College Educational Foundation and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages including attorneys' fees, arising out of or resulting from EBMUD, its Directors', associates', employees' negligent acts or willful misconduct, in the operation and/or performance under this Agreement.

Each of the parties agrees to waive their rights to subrogation of worker's compensation and general liability claims. The Covered Party's Worker's Compensation and General Liability Insurance Carriers agree to waive rights of recovery against the other Party regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise. All Worker's Compensation and General Liability Insurance coverage maintained or procured by the Covered Party shall be endorsed to delete the subrogation condition as to the other Party, or must specifically allow the named insured to waive subrogation prior to a loss.

STUDENT ELIGIBILITY

Students who have completed a minimum of 3 units for Water and 4 units for Wastewater in the College's Trades Training or other related program are eligible for selection to the Solano Community College Work Experience Program.

The selected students must also:

- Attend an informational workshop;
- Enroll in the Cooperative Work Experience Education (COOP) course Occupational Education 090;
- Complete the COOP Employment Form; and
- Attend a mandatory orientation.

Curtis Johnston, Interim Executive Director, Solano Community College Educational Foundation shall have authority to approve expenditures from this scholarship fund, and is responsible for addressing and resolving any disputes raised by the students regarding scholarship eligibility. Any expenditure shall be made only after all of the following prerequisites are met:

- Students must achieve satisfactory performance in the Occupational Education 090 course (2.0/C grade).
- Students must also meet the Company's requirements, including satisfactory completion of work assignments, and compliance with Company's work rules, procedures, and health and safety requirements.

The Company shall have sole discretion to determine whether students have successfully completed the Company's Work Experience Program requirements and will provide Debra Berrett, Occupational Education Coordinator with a list of all students who have done so. Debra Berrett will have sole discretion over whether students have met the Solano Community College Cooperative Experience program requirements, and will advise Curtis Johnston in writing as to which students qualify for scholarship payments, the amount to award each intern, and when checks should be processed. Curtis Johnston will approve the expenditures.

Solano Community College Educational Foundation shall be solely responsible for administering the payment of such scholarships, including but not limited to any state and federal tax withholding requirements, and for addressing and resolving any disputes raised by the students regarding the processing of payment of such scholarships.

Solano Community College Educational Foundation complies with California's Proposition 209, which prohibits restricting scholarships and selection criteria on the basis of race, sex, color, ethnicity, or national origin. Solano Community College Educational Foundation strives to treat all candidates for scholarship and Cooperative Work Experience programs with dignity and respect and encourages Company to do the same by providing equal opportunity to all persons without regard to color, race, religion, sex, national origin, citizenship, age, disability, marital status, pregnancy, sexual orientation, military status or any other category protected by law.

FUTURE CONSIDERATIONS

This Cooperative Work Experience Education Program is funded by the Company. Solano Community College Educational Foundation is grateful for the Company's support of the students, programs and faculty that comprise the Solano County Community College District and intends to fulfill the Company's objectives reflected in this agreement.

It is understood and agreed by all parties that all payments made to the Fund shall become an asset of the Educational Foundation and that legal control and responsibility for the Fund rests with the Educational Foundation, subject to the conditions stated in the Binding Obligation provision, below. In carrying out such responsibilities, the Educational Foundation shall hold, manage, and may invest the Fund balance. Funds may earn but do not retain investment earnings. The Educational Foundation shall pay and disburse monies from the Fund in accordance with the wishes submitted by the Company, as described above. The Educational Foundation reserves the right to close accounts with a balance between \$0 and \$500 with no activity for twelve consecutive months and their balances transferred to a similar fund.

Whenever it appears that changing conditions set forth in this Agreement are no longer applicable, practical, or suited to the general purposes stated in the Agreement, the Solano Community college Educational Foundation will confer with the Company or their representative to secure a modification of the plan. If the Educational Foundation is unable to locate the Company or representative after reasonable efforts, then the Educational Foundation is authorized to utilize the Fund for other needs

consistent with the charitable purposes of the Educational Foundation. However, no amendment shall be allowed which is inconsistent with or jeopardizes the Educational Foundation's status as an organization described under the Internal Revenue Code sections as applicable by law.


RECOGNITION

College Educational Foundation shall not publish the name of the Company in any publication, on its website or its social media sites except with the prior written consent of the Company.

BINDING OBLIGATION

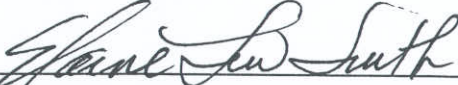
It is understood that the payments of scholarships to Solano Community College Work Experience Program students are contingent upon their satisfactorily completing the Company's program requirements and College Cooperative Work Experience Education course requirements. Scholarship funds that are designated for any intern who fails to satisfy these requirements and thereby fails to qualify for the scholarship, or any portion thereof, shall be returned in full to Company, less 5% of that amount which shall be withheld by College Educational Foundation for administration fees. It is further understood that the College Educational Foundation will refund the Company for each of the five internship positions for which available, qualified interns have not been placed with Company. It is also understood that no disbursements of funds will be made until the Educational Foundation has received payment for this agreement. In the event that the Cooperative Work Experience Program is terminated prior to its intended completion by either party as outlined in Exhibit A, College Educational Foundation shall relinquish any unused funds as of the date of termination.

SIGNATURES:



Delores Turner
Human Resources Department Manager
East Bay Municipal Utility District


10/23/13
Date




Elaine Lew-Smith
Affirmative Action Officer
East Bay Municipal Utility District

Date

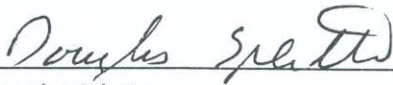
APPROVED AS TO FORM

 10/23/13
Office of General Counsel



Curtis Johnston
Interim Executive Director
Solano Community College Educational Foundation

10/10/13
Date



Douglas Spletter
President
Solano Community College Educational Foundation

10/10/13
Date

EXHIBIT B

**East Bay Municipal Utility District and
Solano Community College Foundation
THREE PAYMENT SCHEDULE**

	Responsible Party	Tasks	Due Dates
1	SCC	Provide list of eligible student interns and stipend award amounts to SCCF	No later than January 31, 2014
	SCCF	Send invoice to EBMUD for 1st installment payment	Before February 7, 2014
	EBMUD	Send 1st payment to SCCF	February 14, 2014
	SCCF	Issue 1st stipend checks to student interns	Week of February 17, 2014
2	SCC	Provide list of eligible student interns and stipend award amounts to SCCF	No later than March 7, 2014
	SCCF	Send invoice to EBMUD for 2 nd installment payment	Before March 14, 2014
	EBMUD	Send 2 nd payment to SCCF	March 21, 2014
	SCCF	Issue 2 nd stipend checks to student interns	Week of March 28, 2014
3	SCC	Provide list of eligible student interns and stipend award amounts to SCCF	No later than April 11, 2014
	SCCF	Send invoice to EBMUD for 3 rd installment payment	Before April 25, 2014
	EBMUD	Send 3 rd payment to SCCF	May 5, 2014
	SCCF	Issue 3 rd stipend checks to student interns	Week of May 12, 2014

SCC = Solano Community College

SCCF = Solano Community College Foundation

EBMUD = East Bay Municipal Utility District

Responsible Parties: Solano Community College, East Bay Municipal Utility District (EBMUD), Solano Community College Educational Foundation

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES
REQUESTED ACTION: APPROVAL

EMPLOYMENT 2013-2014

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Salvatore Abbate	Administrative Assistant III, Math & Science, Range 13/1	11/12/13
Leigh Ann Jones	Part Time Administrative Assistant III, Liberal Arts, Range 13/6	11/21/13
Kim Stutzman	Administrative Assistant III, School of Social & Behavioral Sciences, Range 13/1	11/21/13
Steven Shuy	Technology Specialist, Range 17/1	12/16/13

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Patricia Meyer	From Administrative Assistant III Facilities to Administrative Assistant III Counseling,	12/01/13

Nona Cohen-Bowman
Interim AVP, Human Resources

November 08, 2013
Date Submitted


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

November 08, 2013
Date Approved

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR
 Governing Board Meeting
 November 20, 2013
 Page 2

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Eileen Amick	Substitute Ex. Assist - HR	11/01/13 – 01/10/14	\$19.84 hr.
Brenda Arnold	Substitute Student Services Assistant II, FA	10/01/13 – 11/30/13	\$16.39 hr.
Allison Aubert	Sports Medicine-weekly in- service, SHP&D	08/16/13 – 9/10/13	\$58.60 hr.
Araceli Dagio-Rodriguez	Office Assistant, PUENTE	10/10/13 – 06/30/14	\$ 9.60 hr.
Robert DePrato	Workshop Presenter	10/10/13 – 05/30/14	\$66.67 hr.
Cynthia Jourgensen	Coord. CTE Transitions Articulation,	11/21/13 – 06/30/14	\$52.55 hr.
Jocelyn Mouton	Counseling/CalWORKs	07/01/13 – 06/30/14	\$66.67 hr.
Melissa Pegg	Admin. Assist II, SBDC	11/04/13 – 02/06/14	\$16.39 hr.
Tonya Robinson	Geriatric Content Instructor	10/26/13 – 05/31/14	\$60.62 hr.
Candace Roe	Counseling Special Services Matriculation	07/01/13 – 06/30/14	\$66.67 hr.
Rischa Slade	Admin. Assist I, UMOJA	01/12/14 – 06/30/14	\$14.43 hr.
Anna Talamantes-Ristow	On-site Athletic Administrator-Women's Basketball	12/01/13 – 06/30/14	\$35.00 hr.
Anna Talamantes-Ristow	On-site Athletic Administrator-Swim-Dive	03/01/14 – 06/30/14	\$35.00 hr.
Emily Wade	Office Assistant EOPS/Care Program	11/06/13 – 06/30/14	\$ 9.60 hr.
Janene Whitesell	Workshop Presenter, Academic Success Center	10/10/13 – 05/30/14	\$62.64 hr.
Michell Williams	Instructional Assistant, UMOJA	01/12/14 – 06/30/14	\$14.43 hr.
Michell Williams	Office Assistant, UMOJA	10/19/13 – 12/31/13	\$ 9.60 hr.
Renee Worthy	Children's Program Assistant	07/01/13 – 06/30/14	\$19.53 hr.
Richard Wright	Extra Lab hours (CME proctor) Vaca R/W Lab	12/01/13 – 12/06/13	\$62.64 hr.

Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Alexander Apaka	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Colin J. Banks	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Jason W. Barker	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Natalie Bradley	Nursing Student Success Expert	10/28/13 – 05/20/14	\$65.00 hr.

Professional Experts continued:

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Chris Bishop	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Jim A. Boston	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Stephan T. Bowman	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Steven C. Brassfield	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Gregory S. Chaloner	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Steve D. Coleman	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Frank S. Drayton	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Laura Duran-Gomez	Training Assistant for Covered California Enrollment Counseling Training	09/23/13 – 9/26/13	\$25.00 hr.
Matthew W. Fields	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
James R. Franceschi	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Thomas P. Gibson	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Zachary Glankler	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
John J. Ha	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Sheperd N. Harper	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Susan J. Hassett	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Jarrold Infante	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Brian D. Jewell	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
John Jurado	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Ron Karlen	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Tonya Kent	Registration Assistant for Covered California Training	09/26/13 – 09/26/13	\$25.00 hr.

Professional Experts continued:

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Drew G. Kostal	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Matthew F. Lage	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Brad L. Lopez	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Gary M. Mahlberg	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
John D. Malone	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Vance L. Mason	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Arthur Mendoza	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Todd “Brian” Moore	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
John Muraoka	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Kerry Pilley	Foster Care & Kinship workshop presenter	12/03/13 – 12/11/13	\$540.00
Antoinette Remlinger	Registration Assistant for Covered California Training	09/26/13 – 09/26/13	\$25.00 hr.
Gregory M. Renucci	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Ruth Rich	Registration Assistant for Covered California Training	09/26/13 – 09/26/13	\$25.00 hr.
Donald J. Richert	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Dean Sarley	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Randy J. Shafer	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Mindy G. Simpson	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Joshua Smotherman	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Jack S. Snyder	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Joseph Thurin	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.

Professional Experts continued:

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Michael J. Torkelson	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Nicholas A. Warren	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Timothy Winfield	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.
Michael Zichichi	Journey Level Assistant Fire Academy	01/06/14 – 06/30/14	\$25.00 hr.

GRATUITOUS SERVICE

<u>School/Department</u>	<u>Name</u>	<u>Assignment</u>
Nursing	Irene Camins	EMT Skills
MESA	Diego De La Torre	Oversee MESA Center and office Duties
Nursing	Heidi A. Donaldo	EMT TA
Nursing	Christian Fortier	EMT TA
Nursing	John Gros	EMT Skills
Liberal Arts	Joline V. Lam	Assist Marc Lancet with Art 32
Nursing	Ashley McIntyre	EMT Skills
SHP&D	Matthew North	Assistant Baseball Coach
MESA	Mel Sancada	Oversee MESA Center and Office Duties
Nursing	Paul Thompson	EMT Skills
Nursing	Theresa Vouchilas	EMT TA
Nursing	Kyle Vaudrin	EMT TA

RESIGNATIONS

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>
Tracy Lukehart	Photo Lab Technician	12/13/13

**APPROVAL OF INCREASE IN ASSISTANT ATHLETIC COACHES AND
 ATHLETIC ONSITE ADMINISTRATORS HOURLY WAGE**

Attached is a copy of the revised salary schedule for Seasonal, Periodic and Student workers. The only change was to the Assistant Athletic Coaches and Athletic Onsite Administrators pay to be effective August 1, 2013, and was presented for information at the Board meeting held on October 16, 2013, and is being presented tonight for approval.

SOLANO COMMUNITY COLLEGE

Seasonal, Periodic and Student Worker Salary Schedule

Seasonal and Periodic

Assistant Athletic Coach	\$16.66/hr. (Maximum of \$4500.00 per Seasonal Sport)
Athletic Onsite Administrator	\$35.00/hr.
Bookstore Aide	\$8.00
Enabling Note taker	\$50.00 per semester
Fire Science Academy Classroom Assistant	\$8.60
Lifeguard	8.00
Office Assistant	\$9.60
Maintenance/Facilities	\$8.00/\$10.00
Pool Manager	\$8.00/\$9.00
Registration Aide	\$10.00
Telemarketing	\$8.00
Theatre staff:	
Box Office Clerk	\$8.00
House Manager	\$8.00
Production Assistant	\$9.60
Theatre Assistant	\$8.00
Theatre Technician	\$12.00

Student Worker

All student workers regardless of the assignment receive \$8.00 per hour with the exception of the following:

Bookstore Aide	\$8.00/\$8.25/\$8.50
Children's Programs Staff:	
Aide	\$8.00
Intern	\$8.00/\$8.50/\$9.00
Lab Assistant	\$10.00/\$10.50/\$11.00
Disabled Services Program:	
Adapted PE Assistant	\$8.00/\$9.00/\$11.00
Mobility Assistant	\$8.00/\$9.00/\$11.00
Tutor	\$8.00/\$9.00/\$11.00

Note: The higher pay rate and minimum qualifications are determined by the manager.

Effective 1/1/09-Tutor rate changed from flat rate to tiered. Board approved 2/4/09

Effective 07/01/2013 – Changed Asst. Athletic Coach from Stipend to Hrly & Added Athletic On-Site Administrator -
Board Approved 11/20/13

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: DISTRICT AND SOLANO COLLEGE FACULTY
ASSOCIATION (SCFA), 2013-2014 REOPENING
PROPOSALS COLLECTIVE BARGAINING AGREEMENT
FOR 2012-2015 TENTATIVE AGREEMENT

REQUESTED ACTION: APPROVAL

SUMMARY:

Tentative agreement has been reached between the District and SCFA, 2013-14 reopening proposals to the collective bargaining agreement. The SCFA ratified the tentative agreement on November 8, 2013. The administration recommends approval of the attached tentative agreement. The DISTRICT and SFCA agreed to:

1. Adjunct rehire rights as attached will be added to the Agreement under 19.303.
2. The District agrees to mutually sunshine Article 20 for purposes of increasing faculty compensation at the October 16, 2013, Board of Trustees meeting to be accepted at the November 20, 2013, meeting with a commitment to commence a salary increase for the upcoming academic year (2014-15).
3. Class cancellation language shall be amended in the Agreement as per attached 19.501.
4. The District academic administrators will return to following past practice and current Agreement language in 19.7E, F, and G.

CONTINUED ON NEXT PAGE:

Government Code: *Board Policy:* 4015 *Estimated Fiscal Impact:* Unknown

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Yulian Ligioso
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

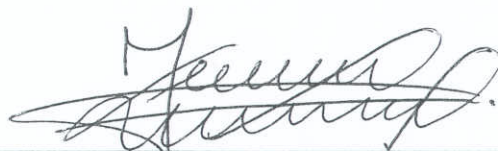
ADDRESS

707-864-7209

TELEPHONE NUMBER

Administration
ORGANIZATION

November 13, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 13, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: DISTRICT AND SOLANO COLLEGE FACULTY
ASSOCIATION (SCFA), 2013-2014 REOPENING
PROPOSALS COLLECTIVE BARGAINING AGREEMENT
FOR 2012-2015 TENTATIVE AGREEMENT**

REQUESTED ACTION: APPROVAL

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

5. Language regarding the Student Learning Outcomes (SLO) assessment cycle will be added to faculty evaluation forms in Appendix I as per attached example.
6. Replace Articles 19.105-106 with the attached 19.702. A, B, and C modified from District proposal 10/04/2013. Article 19.702A and B will go into effect as of fall 2013, Article 19.702C will be in effect for the spring 2014 semester with the understanding that Article 19 remains open for further negotiations this Academic Year.

**Tentative Agreement between Solano Community College District
And
Solano College Faculty Association**

The Solano Community College District and the Solano College Faculty Association ("parties") tentatively agree to amend the Collective Bargaining Contract (Agreement) as follows:

- 1) Adjunct rehire rights as attached will be added to the Agreement under 19.303.
- 2) The District agrees to mutually sunshine Article 20 for purposes of increasing faculty compensation at the Oct. 20, 2013 Board of Trustees meeting to be accepted at the November 20, 2013 meeting with a commitment to commence negotiating a salary increase for the upcoming academic year (2014/15).
- 3) Class Cancellation language shall be amended in the Agreement as per attached 19.501.
- 4) The District academic administrators will return to following past practice and current Agreement language in 19.7E, F, and G.
- 5) Language regarding the Student Learning Outcomes (SLO) assessment cycle will be added to faculty evaluation forms in Appendix I as per attached example.
- 6) Replace Articles 19.105-106 with attached 19.702 A, B, and C modified from District proposal 10/04/2013. Article 19.702A and B will go into effect as of Fall 2013, Article 19.702C will be in effect for the Spring 2014 semester with the Understanding that Article 19 remains open for further negotiations this Academic Year.

Dated: 10/4/2013

Signed: 

Sandra Rotenberg
Chief Negotiator, SCFA

Dated: 10/4/2013

Signed: 

Yulian Ligioso
Vice President, Finance &
Administration,
Solano Community College District

Part-time Faculty Rehire Rights

19.300 Regular Faculty:

None of the following shall preclude the District's adherence to Education Code section 87484.

19.303 Adjunct Faculty- It shall be the policy of the Solano Community College District to recognize the paramount role that adjunct faculty have in the quality of education at the college. While the District will choose the best faculty member available for each position, every effort shall be made by the district to provide for priority consideration for adjunct faculty currently employed by the district when making assignments of part- time work and in filling new full-time positions. This does not preclude the District's mission to provide a diverse teaching staff for the students and community.

- A. The district shall maintain a "priority consideration list" of all adjunct faculty who have taught for four of the last six semesters with satisfactory service as determined by meeting most of the following criteria:

1. Faculty Subject matter expertise
2. Previous and current evaluations
3. Skills related to courses offered in a specific department
4. Adherence to District policies and procedures
5. Adjunct Assignment preference forms
6. Timely completion of SLO/SAO assessments as assigned.

The Human Resources office will maintain a current discipline-specific seniority list* of adjunct faculty based on total time taught or equivalent in anon-teaching assignment. Seniority begins with the date the individual was hired. Each School will be provided an updated list each year. The Association and the District agree to work together to create a list template with all of the necessary components.

- B. Adjunct faculty with satisfactory service shall have first right of refusal to continuing assignments they have successfully performed. (In the event that two or more part-time faculty have equal standing on the list and fewer sections of classes are required in any given semester the faculty member with the greatest district wide seniority shall be granted the position.)
- C. For currently employed adjunct faculty who may not have taught for the requisite minimum of four semesters (required for the first right of refusal), the District gives these adjunct faculty priority in assignments before new hires.
- D. Adjunct faculty shall have the right to reject an assignment in two consecutive semesters only. Rejection of a third assignment shall cause the faculty member's removal from the priority consideration list.

Exceptions to "D" above:

- The adjunct faculty member has accepted a class at another College that is in conflict with an offered Solano assignment.
- The adjunct faculty member is on leave that is comparable to those defined in the Family Medical Leave Act (FMLA) such as: birth, adoption or placement of a foster child; to care for a seriously ill family member or domestic partner; or medical leave for the serious illness of the faculty member.

E. For those adjuncts on the "priority consideration list," the District should strive to provide assignments of at least 2 classes or the load equivalent for non-instructional assignments, but in any event at least a minimum of 1 class or the load equivalent for non-instructional assignments contingent upon availability.

F. Adjunct faculty may not be re-employed by the District if two of three evaluations contain a majority of criteria, or summary evaluation (based upon classroom observation, student evaluation, and supervisor's summary) that is deemed "needs improvement" or "unsatisfactory," or if investigation of students complaint(s) substantiates performance problems.

G. Assignment of all adjuncts will adhere to all District EEO procedures.

* the District and the Association agree to revisit the seniority list after 2015 to see if it is possible/desirable to create a seniority list that includes Part-time faculty FSAs.

Proposed language on Class Cancellation

19.5 Class Cancellation:

- 19.501 Classes which reach or exceed a minimum enrollment of 14 students or 60% of the class maximums, whichever is higher, will not be canceled unless actual attendance drops below that number and remains below through the second meeting, whichever occurs later. The decision to cancel a class before the first class meeting will be made by the Dean after consultation with the Faculty Coordinator of the School in which the class is being cancelled and with a faculty member in that discipline to ensure that managers consider programmatic and educational factors in all cancellation decisions. These factors include but are not limited to: requirements for major or program completion, transfer/vocational courses, new course offerings, program maintenance and development, classrooms which hold fewer than the allowable maximum, and the number of sections offered. (Revised 5/20/09)
- 19.502 Courses which are not canceled by the first week of classes or the second meeting, whichever occurs later, shall remain open throughout the duration of the semester. (Revised 5/20/09)



NAME: _____ DATE:-- _____
INSTRUCTIONAL PROGRAM OR DISCIPLINE: _____
EVALUATING ADMINISTRATOR(S): _____
Rating Scale:

NIA DOES NOT APPLY to this employee at this time, and/or there has been insufficient opportunity to observe and/or reasonably assess performance in this area.

- (1) Doing LESS and/or quality is LESS THAN EXPECTED (quality/quantity).
- (2) Doing WHAT IS EXPECTED in this position (quality/quantity).
- (3) Doing MORE and/or BETTER THAN IS EXPECTED (quality/quantity).

The evaluator shall explain any rating of (1) under the comment section.

TEACHING AND INSTRUCTION EFFECTIVENESS
(Based on evaluator observations and student evaluations)

RATING
(1) (2) (3) (*NIA*)

Evaluator Observations

- | | | | | |
|--|---|---|---|---|
| 1. Plans for and is well prepared to teach. | 0 | 0 | 0 | 0 |
| 2. Provides organized and effective delivery of instruction. | 0 | 0 | 0 | 0 |
| 3. Courteous to and approachable by students. | 0 | 0 | 0 | 0 |
| 4. Demonstrates sensitivity to students from diverse backgrounds. | 0 | 0 | 0 | 0 |
| 5. Able to relate with students and command their respect. | 0 | 0 | 0 | 0 |
| 6. Stimulates student participation. | 0 | 0 | 0 | 0 |
| 7. Instruction is consistent with the stated and approved goals and content of the course. | 0 | 0 | 0 | 0 |
| 8. Shows enthusiasm for the subject matter. | 0 | 0 | 0 | 0 |
| 9. Uses effective motivation to create student desire to learn the subject/skill(s). | 0 | 0 | 0 | 0 |
| 10. Makes effective use of teaching aids and materials. | 0 | 0 | 0 | 0 |
| 11. Prepares complete course information sheet. | 0 | 0 | 0 | 0 |
| 12. The syllabus describes course content, objectives, SLOs, and grading policies. | 0 | 0 | 0 | 0 |
| 13. Updates course contents, methods and materials of instruction as necessary. | 0 | 0 | 0 | 0 |
| 14. Coordinates course contents and methods with established outlines. | 0 | 0 | 0 | 0 |
| 15. Meets and assists students during office hours (for regular faculty and adjunct faculty if they provide office hours). | 0 | 0 | 0 | 0 |

Student Evaluations

- | | | | | |
|--|---|---|---|---|
| 1. Plans for and is well prepared to teach. | 0 | 0 | 0 | 0 |
| 2. Courteous to and approachable by students. | 0 | 0 | 0 | 0 |
| 3. Demonstrates sensitivity to students from diverse backgrounds. | 0 | 0 | 0 | 0 |
| 4. Uses standards of student evaluation that are clear, fair and followed consistently throughout the course. | 0 | 0 | 0 | 0 |
| 5. Requires and evaluates levels of student effort sufficient to determine the mastery of the subject or skills in the course. | 0 | 0 | 0 | 0 |

+ - - - - {Formatted: Endnote Text, Tab stops: 1", Left J

	RATING (1) (2) (3) (N/A)			
6. Grades and returns student assignments and tests in a reasonable period of time.	0	0	0	0
7. Meets and assists students during office hours (for regular faculty and adjunct faculty if they provide office hours).	0	0	0	0
Overall Teaching and Instruction Effectiveness (An average rating of 1.5 = an average overall rating of 2; 2.5 = 3)				
	0	0	0	0

AREA/DEPARTMENTAL RESPONSIBILITIES AND COLLEGE-WIDE SERVICE

1. Is knowledgeable about and abides by College, Area and Departmental policies, procedures and timelines/targets.	0	0	0	0
2. Orders instructional materials, equipment and textbooks, etc., in a timely fashion.	0	0	0	0
3. Works cooperatively with and assists other staff members (especially new faculty).	0	0	0	0
4. Provides information for the development of departmental budgets and monitors expenditures as needed.	0	0	0	0
5. Exercises good judgment in the management and use of facilities, equipment and supplies.	0	0	0	0
6. Attends division meetings and in-services.	0	0	0	0
7. Develops Student Learning Outcomes or Service Area Outcomes as needed.	0	0	0	0
8. Assesses Student Learning Outcomes or Service Area Outcomes as needed.	0	0	0	0
6-9. Produces written reports on SLO or SAO assessment results as needed.				
7-10. Initiates and/or participates in overall department-wide program development, maintenance, evaluation/assessment, revision, updating and/or expansion of programs. Examples. _____ - -				
8-11. Participates in Area and Departmental duties and responsibilities.				
9-12. Faculty member develops and regularly assesses and produces written reports on SLO/SAOs.				

Area and Departmental Responsibilities Overall Rating
 (An average rating of 1.5 = an average overall rating of 2; 2.5 = 3)

College-wide Service (optional-based on self-evaluation)

	RATING (Yes) (No) (N/A)		
10. Developed Student Learning Outcomes or Service Area Outcomes.	0	0	0
11-13. Assesses Student Learning Outcomes or Service Area Outcomes.	0	0	0
12-14. Demonstrates a pattern of service on College committees, projects and/or student organizations.	0	0	0
11. Participates in faculty/college governance.	0	0	0
12. Participates in flexible calendar duty days.	0	0	0

PROFESSIONAL DEVELOPMENT AND COMMUNITY SERVICE
(Optional. See attached Self-Evaluation.)

- | | | |
|----|--|-------|
| 1. | Demonstrates a pattern of academic/professional and/or technical updating or currency. | 0 0 0 |
| 2. | Contributes to the local communities. | 0 0 0 |

COMMENTS OR NARRATIVE BY EVALUATOR
(Classroom visitation and comments)
(Attach additional sheets if needed)

Classroom visitation(s): Date(s) _____ Time observed: _____
Specific class visited: _____
Comments: (Optional) _____

Other comments and/or recommendations for needs improvement: (Address any "I" Ratings)

A/D 1 201380
Modified 10/04/2013

19.702 Adjunct Faculty:

- A. The professional workload for an adjunct faculty member shall be the actual instructional hours required for courses(s) assigned.
- B. No office or campus professional activities are required. However, adjunct faculty may work on the SLO/SAO assessment cycle and/or program review and be compensated for a maximum of 7 hours of Category 3 pay per semester for SLO/SAO work, with an additional 3 hours of Category 3 pay possible during Program Review.
- C. Optional office hours for adjunct faculty: Adjunct faculty may elect to hold paid office hours. Office hours must be requested, in writing, by the faculty within two weeks of the assignment prior to the start of the class(es) to include proposed time and prearranged location. Exceptions will be made for late hires. The office hours scheduled is subject to approval of the division Dean. Office hours for adjunct faculty shall be provided as follows:
 1. Faculty teaching a 60% to 67% workload are eligible to receive up to fourteen (14) paid office hours during the semester.
 2. Faculty teaching a 40% to 59% workload are eligible to receive up to ten (10) paid office hours during the semester.
 3. Faculty teaching 20% to 39% workload are eligible to receive up to six (6) paid office hours during the semester. (Adopted 5/16/12)
 4. Office hours are paid at the Category 3 rate of pay. (Adopted 5/16/12)

RECOMMENDATION

Check one of the choices below.

1. o Not recommended for continued employment.
2. o Continued employment is questionable
and is contingent upon correction of
noted inadequacies.
+ **Any rating lower than (2) in the overall categories must include
recommendations for
needs improvement (include or attach to evaluation).**
3. o Recommended for continued employment.
+ **Any rating lower than (2) in the overall
categories must include recommendations
for needs improvement in the evaluation
(include or attach to evaluation) and a
subsequent evaluation.**
+ **Any (1) ratings must be addressed in the evaluation.**

COMMENTS BY FACULTY MEMBER
(Attach additional sheets if needed)

NOIB: Attach a copy of student evaluation summary.

DAIB: _____ SIGNATURE OF EMPLOYEE _____ DAIB: _____ SIGNATURE OF FACULTY MEMBER

The above signature of the faculty member indicates that the faculty member has been given a copy of this evaluation and the opportunity to review it. It does not necessarily denote agreement with all factors of the evaluation.

19.702 Adjunct
Faculty:

- A. The professional workload for an adjunct faculty member shall be the actual instructional hours required for courses(s) assigned.
- B. No office or campus professional activities are required. However, adjunct faculty may work on the SLO/SAO assessment cycle and/or program review and be compensated for a maximum of 7 hours of Category 3 pay per semester for SLO/SAO work, with an additional 3 hours of Category 3 pay possible during Program Review.
- C. Optional office hours for adjunct faculty: Adjunct faculty may elect to hold paid office hours. Office hours must be requested, in writing, by the faculty within two weeks of the assignment prior to the start of the class(es) to include proposed time and prearranged location. Exceptions will be made for late hires. The office hours scheduled is subject to approval of the division Dean. Office hours for adjunct faculty shall be provided, as follows:
 - 1. Faculty teaching a 60% to 67% workload are eligible to receive up to fourteen (14) paid office hours during the semester.
 - 2. Faculty teaching a 40% to 59% workload are eligible to receive up to ten (10) paid office hours during the semester.
 - 3. Faculty teaching 20% to 39% workload are eligible to receive up to six (6) paid office hours during the semester. (Adopted 5/16/12)
 - 4. Office hours are paid at the Category 3 rate of pay. (Adopted 5/16/12)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

10/08/13	Vendor Payment	2511049895-2511050001	\$273,691.91
10/08/13	Vendor Payment	2511050002-2511050022	\$618,487.72
10/11/13	Vendor Payment	2511050023-2511050058	\$5,405.11
10/15/13	Vendor Payment	2511050059-2511050145	\$173,529.41
10/15/13	Vendor Payment	2511050146-2511050149	\$15,222.73
10/21/13	Vendor Payment	2511050150-2511050237	\$153,208.84
10/21/13	Vendor Payment	2511050238-2511050241	\$75,229.32
10/25/13	Vendor Payment	2511050242-2511050291	\$9,579.20
10/28/13	Vendor Payment	2511050292-2511050442	\$1,019,796.63
10/28/13	Vendor Payment	2511050443-2511050454	\$68,660.23
10/28/13	Vendor Payment	2511050455-2511050455	\$26,070.64
11/05/13	Vendor Payment	2511050456-2511050520	\$132,853.38
11/05/13	Vendor Payment	2511050521-2511050524	<u>\$218,822.23</u>
	TOTAL		\$2,790,557.35

Copies of the Warrant Listings are available online at www.solano.edu under Governing Board Attachments and at the following locations: Office of the Superintendent-President and Office of the Vice President of Finance and Administration

Government Code: Board Policy: Estimated Fiscal Impact: **\$2,790,557.35**

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Yulian Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

707-864-7209

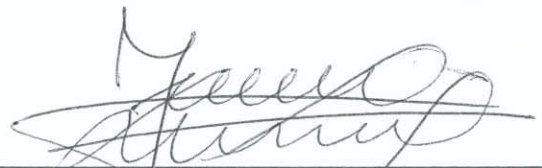
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

November 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board
SUBJECT: CONSENT CALENDAR – FINANCE & ADMINISTRATION
REQUESTED ACTION: APPROVAL

PERSONAL SERVICES AGREEMENTS

Academic Affairs
Diane White, Interim Vice President

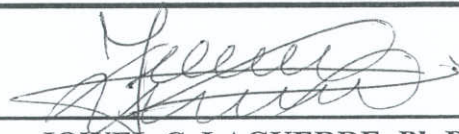
<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
2B Successful Youth	Tutoring services related to the Workforce Investment Board HYPE Grant	July 1, 2013 – June 30, 2014	Not to exceed \$6,100.00
Le Keisha Marie Bellamy	Tutoring services related to the Workforce Investment Board HYPE Grant	July 1, 2013 – June 30, 2014	Not to exceed \$11,775.00
Charles L. Box	Tutoring services related to the Workforce Investment Board HYPE Grant	July 1, 2013 – June 30, 2014	Not to exceed \$2070.00
Belinda Bush	Tutoring services related to the Workforce Investment Board HYPE Grant	July 1, 2013 – June 30, 2014	Not to exceed \$6040.00
Guy L. Holmes, III	Tutoring services related to the Workforce Investment Board HYPE Grant	July 1, 2013 – June 30, 2014	Not to exceed \$6000.00
Regina Levy	Tutoring services related to the Workforce Investment Board HYPE Grant	July 1, 2013 – June 30, 2014	Not to exceed \$6000.00
Edward Marks	Tutoring services related to the Workforce Investment Board HYPE Grant	July 1, 2013 – June 30, 2014	Not to exceed \$7582.00

Yulian I. Ligioso

Vice President, Finance and Administration

November 8, 2013

Date Submitted



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

November 8, 2013

Date Approved

Academic Affairs (cont'd)
Diane White, Interim Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Danette Mitchell	Tutoring services related to the Workforce Investment Board HYPE Grant	July 1, 2013 – June 30, 2014	Not to exceed \$2,720.00
Lorraine Merrida-Roos	Co-manage the Workforce Investment Board HYPE Grant	July 1, 2013 – June 30, 2014	Not to exceed \$22,700.00
Steve Gillespie	Review and teach PG&E developed curriculum for the PG&E PowerPathway Entry to Gas Operations Program.	November 21, 2013 – December 20, 2013	Not to exceed \$1,725.00

Superintendent-President's Office
Jowel Laguerre, Ph.D., Superintendent-President

Solano Community College District	Plan, implement and manage all aspects of the Kaiser Permanente Community Benefit Program Grant on behalf of SCC Education Foundation	July 1, 2013 – June 30, 2014	Not to exceed \$15,000.00
Solano Community College District	Plan, implement and manage all aspects of the AT&T Aspire Educational Initiative for the African-American Male Scholars Trailblazers Program Grant on behalf of SCC Education Foundation	July 1, 2013 – June 30, 2014	Not to exceed \$25,000.00
Nona Cohen-Bowman	Special projects and assist AVP of Human Resources with transition	November 12, 2013 – January 17, 2014	Not to exceed \$18,002.00

Campus Police
Ed Goldberg, Interim Chief of Police

Tania Dee Gay	Perform parking enforcement, office support and data entry.	October 7, 2013 – June 30, 2014	Not to exceed \$17,000.00
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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

SUBJECT: MEMORANDUM OF UNDERSTANDING (MOU) WITH
THE SOLANO COUNTY OFFICE OF EDUCATION (SCOE)

REQUESTED ACTION: APPROVAL

SUMMARY:

The District was approached by the Solano County Office of Education requesting the use of space at the Vacaville campus. The District considered the request and mutually agreed that the best location would be adjacent (and connected to) the Vacaville Annex at the Vacaville Center. The attached MOU would allow staff to negotiate the terms of a 40-year lease granting SCOE the right to build, at their own cost, a three classroom building on District land.

The direct fiscal impact to the program has not been determined at this time, but the collaborative nature of the project should yield savings to the District over time.

The MOU describes areas of collaboration that mutually benefit each institution.

Government Code: N/A *Board Policy: 3225* *Estimated Fiscal Impact: \$ 0.00*

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

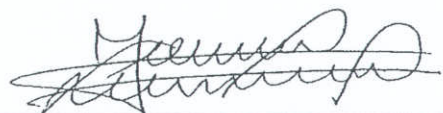
ADDRESS

707-863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

November 8, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 8, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

MEMORANDUM OF UNDERSTANDING

By and between

SOLANO COMMUNITY COLLEGE DISTRICT

And

SOLANO COUNTY OFFICE OF EDUCATION

This Memorandum of Understanding ("MOU") is made and entered into on the 21st day of November, 2013 (the "Effective Date"), by and between the Solano Community College District ("SCC"), a political subdivision of the State of California, and the Solano County Office of Education ("SCOE"), a political subdivision of the State of California. SCC and SCOE may be referred to individually as "Party" or collectively as the "Parties".

RECITALS

WHEREAS, SCOE currently operates the following classes for students 18-22 years old that reside in Vacaville: (1) the Adult Transition Program which services students with developmental disabilities, including autism, who have received a high school Certificate of Completion and continue to need support in the development of community integration and employment skills and is located at the Vacaville Unified School District's Elm School site; (2) two post-secondary classes that serve students with moderate to severe disabilities who continue to need services for the development of independent living skills, one located at the Elm School site and the other located at the Larsen Center in Vacaville; and

WHEREAS, SCOE has an opportunity to construct a facility to house all three classes at one location, and the current program locations cannot accommodate the construction of such a facility large enough to house all three classes, and

WHEREAS, SCOE and SCC are interested in pursuing the joint planning and construction of an addition at the existing Vacaville Annex and the upgrade of the existing building to DSA standards, and

WHEREAS, SCOE and SCC believe that shared facilities between the two institutions will allow each party to leverage resources to save design, construction and operational costs; and

WHEREAS, SCOE and SCC believe that the placement of these programs within the SCC Campus in Vacaville ("Campus") would: (1) greatly benefit these students by allowing them to explore opportunities for vocational education and appropriate peer socialization; (2) have a significant symbolic value as it will recognize that students have moved on from high school and are engaged in a type of training that is directly connected to life outcomes; (3) be appealing to the students and their parents, and would increase attendance and commitment to the programs; and

WHEREAS, SCOE and SCC believe that this proposed collaboration would provide opportunities for internships and other programs that would benefit both parties, and

WHEREAS, SCOE and SCC believe that this proposed collaboration would signify an investment in best practices for serving adult students with disabilities and would confirm a partnership that could become a model across the state.

AGREEMENT D

In consideration of the promises and of the mutual obligations and agreements herein contained, the Parties hereby agree as follows:

A. THE PROJECT.

1. Project Description: SCOE desires to construct new facilities to operate post secondary classes and programs for students with developmental disabilities, who are between the ages of 18 and 22 and who reside in Vacaville. The facilities will consist of classroom and other ancillary space required to operate SCOE's program ("Project").

2. Project Location: The Project will be located on SCC's Vacaville Campus, located at 2000 North Village Parkway, Vacaville, California 95688, as an addition to the project commonly known as "Vacaville Annex." SCOE and SCC shall work cooperatively to identify a suitable portion of the Campus for construction of the Project; provided that the portion of the Campus identified for construction shall be large enough to accommodate SCOE's program needs. The portion of the Campus that will house the new facilities will be referred to herein as the "Premises."

3. Project Design: The Parties will work together to ensure that the Project fits within the Facilities Master Plan of SCC, as well as the design themes of the Vacaville Campus.

4. Funding: SCOE will fund construction of the new portion of the Project utilizing State of California public school facilities funding. SCC will fund the upgraded portion of the project utilizing Measure Q funds.

5. Joint Use: While the primary purpose of the Project is to construct facilities to meet SCOE's program needs, the Parties agree that the facilities and SCOE's use of the Premises will be mutually beneficial to both SCOE and SCC students, including, but not limited to: (1) joint use of resources such as architect(s) and engineer(s), classrooms, kitchens, and existing Adaptive PE room, and other ancillary facilities constructed as part of the Project; and (2) opportunities for SCC students to serve as interns for SCOE's program(s). Further, SCOE and SCC agree to discuss and resolve operational issues regarding the support expected by SCOE to operate the program on a day to day basis.

B. THE LEASE. In order to be eligible to obtain State facilities funding, the California Department of General Services ("DGS") requires that SCOE obtain a lease of the

property upon which state funded facilities are to be built. The Parties intend to negotiate a ground lease of the Premises ("Ground Lease") on the following proposed terms:

1. Term: The term of the Ground Lease shall be for forty (40) years commencing the day following SCOE's receipt of State funds to construct the Project ("Term").
2. Rent: Rent for use of the Premises shall be set by an independent appraisal of the fair market rent for the Premises. The Parties will negotiate annual or other Rent increases as part of the more definitive Ground Lease.
3. Maintenance and Repairs: SCOE shall cover the costs of routine maintenance and repair of the Project facilities. The Parties will negotiate the division, if any, of other costs associated with operating, maintaining or repairing the Project facilities (i.e., deferred maintenance and/or major repairs) as part of the more definitive Ground Lease.
4. Other Key Terms and Conditions: The Parties shall negotiate other key terms and conditions as part of the more definitive Ground Lease.

C. MISCELLANEOUS.

1. Binding Effect: This MOU is intended to memorialize the intentions of the Parties to negotiate more definitive agreements regarding the construction of the Project and the lease of the Premises. This MOU does not impose any legal obligations on either Party, and either Party may, at any time and for any reason, opt not to engage in further negotiations.
2. Counterparts: This MOU may be executed in counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

SCOE: SOLANO COUNTY OFFICE OF EDUCATION

By: _____

Title: _____

SCC: SOLANO COMMUNITY COLLEGE DISTRICT

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

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

TO: Members of the Governing Board

SUBJECT: NOTICE OF COMPLETION FOR BUILDING 600
(ADMINISTRATION) ABATEMENT AND SELECTIVE
DEMOLITION PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for recording the Notice of Completion for Professional Asbestos and Lead Services (PALS) contract for the Building 600 (Administration) Abatement and Selective Demolition project (DSA Application # 02-113166).

Attached is the Notice of Completion to be filed with the county of Solano.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: Measure G Funds - \$0</i>
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SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

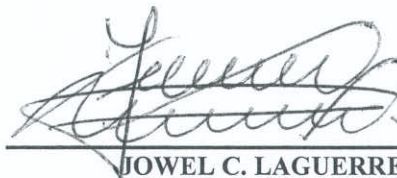
ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

November 8, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 8, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Recording Requested By:

Solano Community College District
360 Campus Lane, Suite 201
Fairfield, CA 94534

And When Recorded Mail to:

Solano Community College District
Attn: Leigh Sata
360 Campus Lane, Suite 201
Fairfield, CA 94534

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, pursuant to Civil Code section 9204, that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the Solano Community College District.
3. The address of the Owner is 360 Campus Lane, Suite 201, Fairfield, CA 94534.
4. The nature of the estate or interest is in fee.
5. A work of improvement on the property hereinafter described was completed on November 20, 2013.
6. The work done was Bid 12-002-A Building 600 Administration Building Asbestos Abatement and Selective Demolition, under DSA File No. 48-C1, DSA Application No. 02-113166.
7. The contractor for such work of improvement was Professional Asbestos and Lead Services, Inc.
8. The date of contract between the above-contractor and Owner is July 10, 2013.
9. The property on which said work of improvement was completed in the County of Solano, State of California. The street address or legal description of said property is 4000 Suisun Valley Road, Building 600, Fairfield, CA 94534.

Dated: _____

Leigh Sata, Executive Bonds Manager

VERIFICATION

I, the undersigned, say: I am the Executive Bonds Manager for the Solano Community College District and the declarant of the foregoing notice of completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 201__, at _____, California

Leigh Sata, Executive Bonds Manager

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: NOTICE OF COMPLETION FOR VALLEJO CENTER
ELEVATED SOLAR PANEL CANOPY INSTALLATION
PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for recording the Notice of Completion for SunPower Corporation's contract for the Vallejo Center Elevated Solar Panel Canopy Installation project (DSA Application # 02-112841).

Attached is the Notice of Completion to be filed with the county of Solano.

Government Code: Board Policy: Estimated Fiscal Impact: Measure G Funds - \$ 0

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

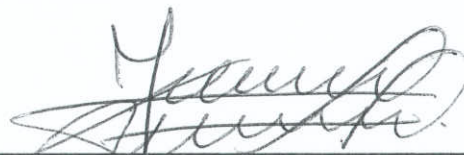
ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

November 8, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 8, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Recording Requested By:

Solano Community College District
360 Campus Lane, Suite 201
Fairfield, CA 94534

And When Recorded Mail to:

Solano Community College District
Attn: Leigh Sata
360 Campus Lane, Suite 201
Fairfield, CA 94534

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, pursuant to Civil Code section 9204, that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the Solano Community College District.
3. The address of the Owner is 360 Campus Lane, Suite 201, Fairfield, CA 94534.
4. The nature of the estate or interest is in fee.
5. A work of improvement on the property hereinafter described was completed on November 20, 2013.
6. The work done was Vallejo Center Elevated Solar Panel Canopy Installation, under DSA File No. 48-C1, DSA Application No. 02-112841.
7. The contractor for such work of improvement was SunPower Corporation.
8. The date of contract between the above-contractor and Owner is November 7, 2012. The property on which said work of improvement was completed in the County of Solano, State of California. The street address or legal description of said property is 545 Columbus Parkway, Vallejo, CA 94591.

Dated: _____

Leigh Sata, Executive Bonds Manager

VERIFICATION

I, the undersigned, say: I am the Executive Bonds Manager for the Solano Community College District and the declarant of the foregoing notice of completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 201__, at _____, California

Leigh Sata, Executive Bonds Manager

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

TO: Members of the Governing Board

SUBJECT: NOTICE OF COMPLETION FOR BUILDING 1300
RENOVATION (FINE ARTS) PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for recording the Notice of Completion for D.L Falk's contract for the Building 1300 Renovation (Fine Arts) project (DSA Application # 02-111831).

Attached is the Notice of Completion to be filed with the county of Solano.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: Measure G Funds - \$0</i>
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SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

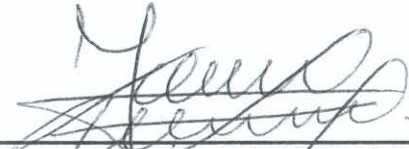
ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

November 8, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

November 8, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Recording Requested By:

Solano Community College District
360 Campus Lane, Suite 201
Fairfield, CA 94534

And When Recorded Mail to:

Solano Community College District
Attn: Leigh Sata
360 Campus Lane, Suite 201
Fairfield, CA 94534

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, pursuant to Civil Code section 9204, that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the Solano Community College District.
3. The address of the Owner is 360 Campus Lane, Suite 201, Fairfield, CA 94534.
4. The nature of the estate or interest is in fee.
5. A work of improvement on the property hereinafter described was completed on November 20, 2013.
6. The work done was Bid 11-001 Building 1300 Fine Arts Building, under DSA File No. 48-C1, DSA Application No. 02-111831.
7. The contractor for such work of improvement was D.L. Falk Construction, Inc.
8. The date of contract between the above-contractor and Owner is March 27, 2012.
9. The property on which said work of improvement was completed in the County of Solano, State of California. The street address or legal description of said property is 4000 Suisun Valley Road, Building 1300, Fairfield, CA 94534.

Dated: _____

Leigh Sata, Executive Bonds Manager

VERIFICATION

I, the undersigned, say: I am the Executive Bonds Manager for the Solano Community College District and the declarant of the foregoing notice of completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 201__, at _____, California

Leigh Sata, Executive Bonds Manager

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO MATRISCOPE ENGINEERING
LABORATORIES FOR SPECIAL TESTING AND
INSPECTIONS FOR PHOTOVOLTAIC PROJECTS AND
VACAVILLE PARKING LOT EXPANSION

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for award of contract to MatriScope Engineering Laboratories for special testing and inspection services. This contract is for a total of four projects: (1) Fairfield Photovoltaic Project, (2) Vacaville Photovoltaic Project, (3) Vallejo Photovoltaic Project, and (4) Vacaville Parking Lot Expansion Project. These services are necessary for completion of all four construction projects.

This contract is for a total fee of \$158,250.22.

Government Code: Board Policy: Estimated Fiscal Impact: Measure G Funds \$158,250.22

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

November 8, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 8, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
Special Testing and Inspection

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 20th day of November, 2013 by and between the Solano Community College District, ("District") and MatriScope Engineering Laboratories, Inc. ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Special Testing and Inspection Service services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on February 20, 2013 and will diligently perform as required and complete performance by March 30, 2014, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed One Hundred Fifty Eight Thousand, Two Hundred Fifty Dollars and Twenty Two Cents (\$158,250.22). District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

4.1.1. Fairfield Photovoltaic Project	\$59,559.03
4.1.2. Vacaville Photovoltaic Project	\$42,018.79
4.1.3. Vallejo Photovoltaic Project	\$28,533.67
4.1.4. Vacaville Parking Lot Project	28,138.73
 - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.
 - 4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred

by Consultant in performing services for District.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.:
8. **Performance of Services.**
 - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
 - 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters

produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

- 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **For Convenience by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 12.3. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 12.3.1. material violation of this Agreement by the Consultant; or
 - 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's

notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. Indemnification. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.1.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. Professional Liability (Errors and Omissions). Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. Proof of Carriage of Insurance. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates

indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the

Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Solano Community College District
C/O Kitchell CEM
360 Campus Drive, Suite 203
Fairfield, California 94534

ATTN: John Lett

Consultant:
MatriScope Engineering Laboratories, Inc.
601 Bercut Drive
Sacramento, California 995811

ATTN: Robert Tadlock

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and

agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
29. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
31. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
34. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
35. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
36. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20____

Dated: _____, 20____

Solano Community College District

By: _____

By: _____

Print Name: JOWEL C. LAGUERRE, Ph.D.

Print Name: Robert Tadlock_____

Print Title: Superintendent-President

Print Title: General Manager_____

Information regarding Consultant:

License No.: California Civil #42471

Address: 601 Bercut Drive, Sacramento, CA
95811

Telephone: 1-916-375-6700

Facsimile: 1-916-447-6702

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

X Corporation, State: California

____ Limited Liability Company

____ Other: _____

20-0239251:

Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement. Consultant will provide special testing and inspection services for four separate projects. Those projects include special testing and inspection for the Fairfield Photovoltaic Project, the Vacaville Photovoltaic Project, the Vallejo Photovoltaic Project and the Vacaville Parking Lot Expansion. Special testing and inspection includes but is not limited to compaction testing, soils testing, asphalt paving inspection and testing, cast in place concrete inspection and testing, batch plant inspection, rebar inspection and testing, shop welding inspection, high strength bolt testing and laboratory affidavits and reports necessary to attain DSA certification.

- 1.1. **Observation of the Construction.** Consultant shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the Consultant or its qualified representative to observe construction.
- 1.2. **Interim Verified Reports.** Consultant shall submit an interim Verified Report (form DSA 6-AE or more current form) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- 1.3. **Final Verified Report.** Consultant shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project, (2) work on the Project is suspended for a period of more than one month, (3) the services of the Consultant are terminated for any reason prior to completion of the Project, or (4) DSA requests a Verified Report.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO DREYFUS & BLACKFORD
ARCHITECTS FOR SPACE PLANNING & DESIGN
SERVICES FOR VACAVILLE ANNEX PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for contract award to Dreyfus & Blackford Architects to provide space planning and design services for the Vacaville Annex Project. The Vacaville Annex consists of eight classrooms, offices, and student lobby area. The Annex is also a new home for the District Corporate Training Center. Architect will provide space planning and design services for eight existing classrooms, a lobby area, administrative offices, and the Corporate Training suite.

This agreement is for a total fee of \$8,180.

Government Code: N/A Board Policy: 3225 Estimated Fiscal Impact: \$8,180 Measure G Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

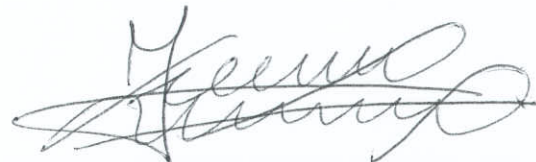
707-863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

November 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
Space Planning and Design Services**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 20th day of November, 2013 by and between the Solano Community College District, ("District") and Dreyfus & Blackford Architects ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Space Planning and Design Services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on June 20, 2013 and will diligently perform as required and complete performance by January 2014 , unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Eight Thousand One Hundred Eighty Dollars, (\$8,180.00). District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services to be produced is as follows:
 - 4.1.1. Vacaville Annex Initial Space Plan
 - 4.1.2. Vacaville Annex Space Plan Final Revisions
 - 4.1.3. Corporate Training Office Layout Drawing Updates
 - 4.1.4. Vacaville Annex Building Code Upgrades Assessment
 - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.
 - 4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred

by Consultant in performing services for District.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.:
8. **Performance of Services.**
 - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
 - 8.2. **Meetings.** Consultant and District agree to participate in regular project meetings to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters

produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Termination.**

- 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **For Convenience by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 12.3. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 12.3.1. material violation of this Agreement by the Consultant; or
- 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's

notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

14. **Insurance.**

- 14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

- 14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

- 14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

- 14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates

indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the

Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

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District:

Solano Community College District
C/O Kitchell CEM
360 Campus Drive, Suite 203
Fairfield, California 94534

ATTN: Ines Zildzic

Consultant:

Dreyfus & Blackford Architects,
3540 Folsom Blvd.
Sacramento, CA 95818

ATTN: Courtney McLeod Golden, AIA

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

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26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
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30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
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32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
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36. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20____

Dated: _____, 20____

Solano Community College District

By: _____

By: _____

Print Name: JOWEL C. LAGUERRE, Ph.D.

Print Name: Courtney McLeod Golden, AIA

Print Title: Superintendent-President

Print Title: Partner

Information regarding Consultant:

License No.:

:

Address: 3540 Folsom Blvd. Sacramento, CA
95818

Employer Identification and/or
Social Security Number

Telephone: 1-916-453-1234

Facsimile: 1-916-453-1236

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

X Corporation, State: California

____ Limited Liability Company

____ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement. Consultant will provide a new space plan for the Vacaville Annex building located at 2000 North Village Parkway, Vacaville, CA. This space plan is for eight existing classrooms, one existing lobby, one administrative area and the Corporate Training Suite. The Consultant will review existing drawings, inspect the site to complete required field inspections and identify general observable conditions of the property. The Consultant will attend 2 space meetings with the Center Dean and other stakeholders to produce an Initial Space Plan. Following comments and revisions, the Consultant shall produce a space plan for final review and signed approval. This will be submitted to District for furniture procurement and installation purposes. Consultant shall coordinate and review the space plan with IT, move management and furniture procurement consultants. The Consultant shall provide a general building assessment of the Vacaville Annex to help the District in outline of all necessary upgrades for future completion. This scope of work excludes: construction and permit drawings, engineering, interior finish selections and casework, cost estimates, audio visual design, furniture specification and procurement, move and install plans and construction administration.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO SUDDATH RELOCATION
SYSTEMS FOR BUILDING 600 (ADMINISTRATION)
SWING SPACE PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for contract award to Suddath Relocation Systems to provide moving services for the Building 600 (Administration) users. During Building 600 (Administration) renovation, all of the Administrative functions are being relocated to their swing space location. Comprehensive moving services include attendance of pre-move logistic meetings, delivery and packing of all boxes, disassembly, move, and rebuild of all office workstations.

This agreement is for a total fee of \$31,722.

Government Code: N/A Board Policy: 3225 Estimated Fiscal Impact: \$31,722 Measure G Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

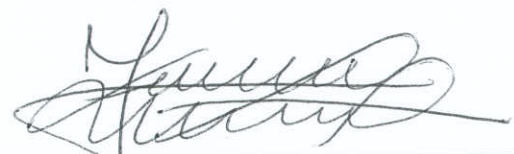
707-863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

November 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
Relocation Services**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 20th day of November, 2013 by and between the Solano Community College District, ("District") and Suddath Relocation Systems of Northern California Inc. ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Relocation Services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on June 26, 2013 and will diligently perform as required and complete performance by November 29, 2013, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Thirty One Thousand, Seven Hundred Twenty Two Dollars (\$31,722.00). District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "A."** If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.
 - 4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of

the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

8. **Performance of Services.**

- 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

- 8.2. **Meetings.** Consultant and District agree to participate in regular project meetings to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Termination.**

12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. **For Convenience by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or

willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

14. Insurance.

- 14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.1.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

- 14.1.2. Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

- 14.1.3. Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

- 14.2. Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the

benefit of, any third party except as expressly provided herein.

21. District's Evaluation of Consultant and Consultant's Employees and/or

Subcontractors. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

22. Limitation of District Liability. Other than as provided in this Agreement, District's

financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

23. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

24. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Solano Community College District
C/O Kitchell CEM
360 Campus Drive, Suite 203
Fairfield, California 94534

ATTN: Ines Zildzic

Consultant:

**Suddath Relocation Systems of
Northern California Inc.**
2055 South Seventh Street
San Jose, CA 95112

ATTN: Tom Rodriguez

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

26. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of

California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
29. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
31. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
34. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
35. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
36. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20____

Dated: _____, 20____

Solano Community College District

By: _____

By: _____

Print Name: JOWEL C. LAGUERRE, Ph.D.

Print Name: Tim Rodriguez

Print Title: Superintendent-President

Print Title: Director of Office and Industrial Services

Information regarding Consultant:

License No.:

:

Address: 2055 South Seventh Street
San Jose, CA 95112

Employer Identification and/or
Social Security Number

Telephone: (650) 952-1200

Facsimile: (650) 952-1400

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

☒ Corporation, State: California

____ Limited Liability Company

____ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is not made part of this Agreement. Consultant will provide relocation services for Solano Community College District Administrative Departments from their current location at 4000 Suisun Valley Road, Fairfield, CA 94534 to their new swing space location at 360 Campus Lane, Fairfield, CA 94534 location. Consultant shall provide all services outlined in their proposal submitted to Dovetail Consultants on behalf of District. Scope of services, as outlined in the proposal, includes attendance of a pre-move logistics meeting, delivery of all necessary packing materials, comprehensive relocation services for Building 600 administrative functions and unpacking services. In addition, relocation services in this contract include relocation of six workstations from the ground floor of Campus 360 Building to the main destination on the 2nd floor, relocation of six office contents from the main Fairfield Campus and relocation of Foundation Department from the main Fairfield Campus offices to the main destination at Campus 360, 2nd Floor. Hourly rates for above mentioned services are as outlined in Consultant proposal:

\$35.00 per supervisor hour
\$35.00 per installer hour
\$30.00 per bobtail/semi van hour
\$28.00 per mover/packer hour
\$30.00 per driver hour
\$15.00 per crew hour

AGENDA ITEM 10.(n)
MEETING DATE November 20, 2013

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

TO: Members of the Governing Board

SUBJECT: DISTRICT AUTHORIZED SIGNATURES SIGNING
AUTHORITY, RESOLUTION NO. 13/14-04

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to change District authorized signatures per the following official signature form and Resolution No. 13/14-04.

Government Code: N/A *Board Policy:* *Estimated Fiscal Impact: N/A*

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Yulian I. Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

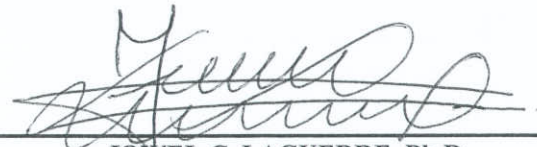
707-864-7209

TELEPHONE NUMBER

Finance and Administration
ORGANIZATION

November 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE SIGNATURES ON
OFFICIAL FINANCIAL DOCUMENTS**

RESOLUTION NO. 13/14-04

WHEREAS, In accordance with Education Code Sections 85232 and 85233, the Governing Board shall be responsible for authorizing a person or persons to sign official documents in its name and for filing the verified signature of such person or persons with the County Superintendent of Schools; now therefore be it

RESOLVED, That the authorized signatures for all official financial documents of the Governing Board of Solano Community College District including: journal entries, deposit permits, warrant register listing "Form 50," payroll deduction certification summary, retirement detail/summary reconciliation form, payroll pre-lists, and accounts payable transmittal forms, shall be any one of the following:

SARAH E. CHAPMAN, Ph.D.
BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
SUPERINTENDENT-PRESIDENT

YULIAN I. LIGIOSO
VICE PRESIDENT, FINANCE AND ADMINISTRATION

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE SIGNATURES ON
OFFICIAL FINANCIAL DOCUMENTS**

RESOLUTION NO. 13/14-04

(Continuing – Page 2)

**DIANE M. WHITE
INTERIM VICE PRESIDENT, ACADEMIC AFFAIRS**

**PATRICK KILLINGSWORTH
DIRECTOR, FISCAL SERVICES**

**BRUCE PETERSEN
ASSOCIATE VICE PRESIDENT, HUMAN RESOURCES**

**LEIGH SATA
EXECUTIVE BONDS MANAGER**

PASSED AND ADOPTED, This 20th day of November 2013, by the Governing Board of
the Solano Community College District.

**SARAH E. CHAPMAN, Ph.D.
BOARD PRESIDENT**

**JOWEL C. LAGUERRE, Ph.D.
SECRETARY**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: DESIGNATION AND DISPOSAL/DISPOSITION OF
DISTRICT SURPLUS EQUIPMENT AND PROPERTY,
RESOLUTION NO. 13/14-05

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to designate and dispose of surplus District equipment and property, Resolution No. 13/14-05. It was identified that the Huey Helicopter is not suitable for school use. Staff has reviewed and is in compliance with California Education Code (Section(s) 81450-81460) for appropriate disposition methods/restrictions.

Government Code: **CEC Section(s) 81450-81460** Board Policy: Estimated Fiscal Impact: *N/A*

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Dwight Calloway, Director of Facilities
Máire Morinec, Dean

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7176 or 707-864-7155

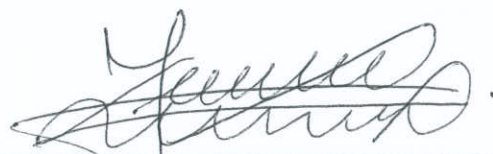
TELEPHONE NUMBER

Facilities and School of Applied
Technology and Business

ORGANIZATION

November 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**DESIGNATION AND DISPOSAL/DISPOSITION OF
SURPLUS EQUIPMENT AND PROPERTY**

RESOLUTION NO. 13/14-05

WHEREAS, The California Education Code (Section(s) 81450-81460) outlines the process and restrictions for disposal of surplus items, and specifically provides that if the Governing Board of the Solano Community College District, by a unanimous vote of those members present, finds that the property, whether one or more items, is unsatisfactory and/or not suitable for school use, the property may be sold at public auction or otherwise disposed of in accordance with the provisions of E.C. Section 81450; and

WHEREAS, The Governing Board of the Solano Community College District has determined that the personal property, described as a Huey Helicopter, is unsatisfactory for retention and not suitable for school use; now therefore be it

RESOLVED, The Director of Facilities, with the approval of the Superintendent-President, is authorized to dispose of said property.

PASSED AND ADOPTED, This 20th day of November 2013, by the Governing Board of the Solano Community College District.

SARAH E. CHAPMAN, Ph.D.
BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: WORKFORCE DEVELOPMENT AND CONTINUING
EDUCATION (WDCE) FOR SOLANO COMMUNITY
COLLEGE

REQUESTED ACTION: APROVAL

SUMMARY:

A presentation on delivering cost-effective, just-in-time training as a corporate training partner for Workforce Development and Continuing Education (WDCE) was brought before the Board of Trustees for information on November 6, 2013. The only change to this agreement is that the WDCE will assimilate the function of Community Education and Lifelong Learning.

Approval is requested at this time.

Government Code:	Board Policy Estimated:	Fiscal Impact:
CEO 2013-2014 Goals: #5 Grow Enrollments		

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Thomas Watkins, Coordinator
Workforce Development and Continuing Education

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

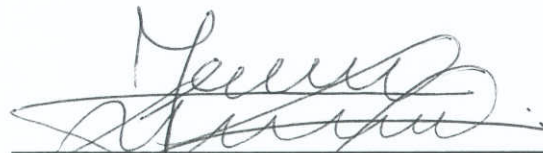
ADDRESS

707 864-7168

TELEPHONE NUMBER

Administration
ORGANIZATION

November 8, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

November 8, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Workforce Development and Continuing Education
Solano Community College
Fall 2013

Delivering Cost-Effective, Just-in-Time Training as Corporate Training Partner

Solano Community College's Workforce Development and Continuing Education (SCC-WDCE) offers a wide range of educational services to local businesses and organizations. We offer semester-long, credit courses that lead to a certificate or degree and customized, short, on-site, non-credit training classes (both live and online). In addition, SCC-WDCE has the capability to provide academic testing and advisement along with employee assessment and interest surveys to determine the needs of individual employees. We conduct management and employee focus groups to determine the productivity improvement training and/or worker engagement programs needed.

SCC-WDCE has a broad range of already developed workforce training courses that are easily modularized or customized. In addition, SCC-WDCE has a cadre of qualified college professors and trainers that can design courses to specific company needs. One of our popular features is we deliver training anytime, anywhere! We understand the need to keep employees productive, even when training; so, we'll deliver training at the worksite at your convenience to accommodate your work schedule.

Companies and organizations typically do not have a dedicated, full-time, training staff and define their training issues on a one-time basis reacting to an immediate need. SCC-WDCE offers a more cost-effective approach. SCC can be your corporate training department.

Rather than carrying the administrative overhead of a training department, SCC-WDCE can provide, on a project or service basis, all the educational services discussed previously. With an annual contract, SCC-WDCE can provide a designated staff member to work directly with the company's human resources staff to implement an annual work plan to include, but not limited to, company-wide training assessment, course selection, customization, and scheduling, trainer recruitment, and course evaluation and effectiveness. An effective corporate training program also includes an employee training achievement program that recognizes employees who complete a specific list of courses and training hours annually. SCC-WDCE has the capability to assist the company in designing and implementing such a program.

Features:

- Self-supporting
- Innovative: tailor made
- Credit and non-credit
- Short-term training
- Focused training

- Community-minded
- Blend internal and external training power
- Training at various sites: Solano College, rented, onsite at companies
- Community base courses appealing to various interests

Financing

- Charges cover instruction and materials as well as overhead
- Separate college budget
- Grants and sponsored programs
-

Staffing

- Dean of Workforce Development and Continuing Education at the dean salary and requirements level
- Coordinator of different sectors: Healthcare, business and education, community education, industry. These positions are at ALG range 35
- Business manager/Administrative Assistant – CSEA Administrative III

Timeline

- Organic development: The organization will grow as it becomes profitable;
- We started with a part-time release time Dean and a Coordinator for Community Service Education.
- The full organization may take up to five years to be completely staffed.

SOLANO COMMUNITY COLLEGE DISTRICT

CLASS TITLE: Dean of Workforce Development and Continuing Education

BASIC FUNCTION: Under the direction of the Superintendent-President plan, organize, coordinate and direct the Office of Workforce Development and Continuing Education, a self-supporting revenue-generating business function which markets, designs and delivers training and development services through Contract Education services.

REPRESENTATIVE DUTIES:

Provide for overall development of Workforce Development and Continuing Education including program leadership, planning, implementation and accountability for programs in assigned areas of responsibility.

Provide strategic direction, using an entrepreneurial approach, to develop and implement contract education programs and services to corporate, governmental and not-for profit partner organizations. Education and training may be credit or not for credit, short-term or long-term, and designed for a wide

range of industries and occupations, and may be for local, regional, state-wide and/or international organizations and students.

Establish and implement program goals, objectives, three years plans and service area outcomes as directed by supervisor, including plans for the development of a Workforce Development and Continuing Education.

Develop and manage partnerships with local business, industry, agencies, and other educational institutions to fulfill contract education outcomes.

Identify and provide training for credit and not-for-credit faculty, staff and consultants performing contract education assignments in accordance with District guidelines and applicable collective bargaining agreements.

As directed by the Superintendent-President, develop an annual budget for assigned areas; manage, monitor and administer assigned budgets; review expenditures and submit for authorization according to established policies; write and monitor contracts and invoices related to Workforce Development and Continuing Education; and, direct the preparation, maintenance and appropriate distribution of records, reports, statistics and budget information.

Write contract education proposals as assigned. Negotiate and write initial agreements for District approval to secure resources necessary to operate and maintain a revenue generating program.

Develop, employ, and assess customized evaluation tools for non-credit contract education programs, instructors, curriculum, materials, etc.

Develop, implement and assess customized assessment tools for business, industry and agencies to assess employer and employee training and development needs. Interpret results to assure that education, training and development interventions are appropriate for clients and serving the District interests.

Establish and maintain collaborative working relationships with faculty, college departments, other community colleges and educational institutions, community based organizations and workforce development agencies as needed in support of the Contract Education Program. Coordinate with appropriate Instructional Dean(s) to develop any credit programs and credit curriculum and to hire college faculties for contract education assignments.

Develop business and marketing plans.

Research local and regional labor market trends. Communicate with local economic development agencies and cities to maintain awareness of new and closing companies. Communicate with leaders in the private and public sectors to determine needs for new contract education programs; respond to requests for education and training from external agencies and businesses; make presentations about contract education opportunities and capabilities to individuals and groups.

Perform other duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- Diversity/Equal Opportunity policies and practices that lead to increase understanding to, and respect for diverse cultural groups, women, and the disabled
- Techniques of writing proposals, and contracts
- Program goals and objectives of Workforce Development and Continuing Education
- Knowledge of initiating, qualifying, consulting and relationship management with business and industry in a competitive environment
- Experience in developing, coordinating, implementing and evaluating instructional programs
- Research, data collection and occupational trends
- Marketing principles and strategies in an educational setting
- Principles and practices of team-building, and training
- Principles and practices of planning and decision making
- Budget development and management
- Policies and objectives of assigned program and activities
- Applicable sections of the State Education Code and other applicable laws
- Interpersonal skills using tact, patience and courtesy
- Public speaking techniques

ABILITY TO:

- Ability to write proposals, and reports with clarity and precision.
- Plan, organize, and coordinate Workforce Development and Continuing Education programs and report budget and financial information.
- Organize, develop and coordinate Workforce Development and Continuing Education program activities.
- Design, develop and implement programs, projects, workshops, and events in response to college and community needs and interest.
- Recruit instructors, trainers, consultants, and workshops leaders for Workforce Development and Continuing Education.
- Communicate effectively both orally and in writing.
- Plan and organize work.
- Meet schedules and deadlines.
- Establish and maintain cooperative and effective working relationships with others.

This generic job description will fit all the positions.

**SOLANO COMMUNITY COLLEGE DISTRICT
POSITION DESCRIPTION**

CLASS TITLE: Workforce Development and Continuing Education Coordinator

BASIC FUNCTION:

Under the direction and supervision of the Dean of Workforce Development and Continuing Education, the Coordinator will develop, implement, deliver and evaluate short-term and

semester long courses, training and activities appealing to a broad audience in the cluster of assignment. The position also assists the Workforce Development and Continuing Education in follow-up as well as final steps in supporting clients' requests and needs for training.

DISTINGUISHING CHARACTERISTICS: This position will be self-funded. The Coordinator is expected to generate enough revenues to cover the cost of program development and delivery as well as the overhead of the office.

REPRESENTATIVE DUTIES:

- Develop a schedule based on community interest
- Partner with local professional entities to offer courses and activities appealing to each sector
- Form partnerships for access to facilities at low or no cost to deliver courses
- Recruit and partner with businesses to develop and offer courses and training to meet specific needs in the industry or businesses
- Hire, assign and compensate content experts and general contractors for delivery of courses and training
- Negotiate pay with each instructor for the delivery of the courses
- Conduct end of training evaluation of each instructor using students' feedback and or observation
- Budget the time and expense for each course
- Order materials needed by each instructor.
- Negotiate contracts with vendors and other entities and ensure necessary profit margin for the operation.
- Support Workforce Development and Continuing Education outreach by serving as the contact person to follow-up on visits and ensuring that contracts are followed through.
- Once an instructor is identified, ensure the company or organization receives the services promised.
- Follow-up at the end of training for the evaluation of the service provided, based on agreed upon evaluation mechanisms with the company.
- Provide the Dean of the Workforce Development and Continuing Education the feedback received from the company.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- * General interests of the public
- * Microsoft product suite
- * Research Skills
- * Principals and techniques of budgeting, report and contract writing

- *Record keeping methods
- *Basic public relations methods and principles.
- *Respectful, sensitive and effective communication with people who are diverse in their cultures, ethnicities, language groups, and abilities, and with individuals from all other groups protected from discrimination; sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.

ABILITY TO:

- *Administer and coordinate multiple training activities.
- *Develop and monitor training contracts.
- *Write complex documents using clear and concise English.
- *Communicate effectively in oral and written form.
- *Read and comprehend local, state, and federal regulations, guidelines and legislation related to grant activities.

MINIMUM QUALIFICATIONS:

EDUCATION & EXPERIENCE: Any combination of experience and education equivalent to a bachelor's degree from an accredited institution

PREFERRED QUALIFICATIONS:

EDUCATION & EXPERIENCE: Bachelor's degree from an accredited institution and evidence of successful experience in coordinating multiple activities and fiscal and reporting.

- Health: Knowledge of the sector as previous experience or studies and deep involvement
- Business and education: knowledge of corporate world and experience in businesses and education.
- Community education: Creativity, knowledge of personal development needs and life-long learning as well as organizational skills.
- Industry: Knowledge of heavy and clean industries. Experience working in industry or involvement with industry.

These positions will evolve over time and as the Workforce Development and Continuing Education grows itself financially.

Workforce Development and Continuing Education

Workforce Development and Continuing Education



SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RENEWAL OF MEMORANDUM OF UNDERSTANDING
BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT
AND SONOMA COUNTY JUNIOR COLLEGE DISTRICT

REQUESTED ACTION: APPROVAL

SUMMARY:

This Memorandum of Understanding (MOU) is between Solano Community College, hereafter identified as "SCCD" and the Sonoma County Junior College District, hereafter known as "SCJCD". The MOU is in place to allow SCCD to participate in the statewide CTE Employment Outcomes Survey. This survey will gather information on employment outcomes for students participating in CTE programs at SCCD. This data includes whether the students became employed within their field of study, the community college coursework positively affected their earning potential and how the CTE programs can be improved. SCCD will participate in this survey through e-mail, U.S. mail, and telephone. Survey results will be shared with participating institutions. This MOU is for the 2013-2014 academic year. The MOU is in the amount of \$13,216.

A copy of the Agreement is available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of the School of Applied Technology and Business.

Approval of this agreement is requested at this time.

Government Code: Board Policy: Estimated Fiscal Impact: \$13,216 expenditure
CEO 2013-14 Goals: #5 Grow Enrollment

SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Maire Morinec, Dean
School of Applied Technology and Business

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7195

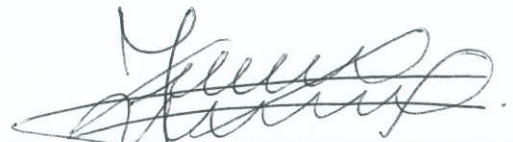
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

November 8, 2013

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

November 8, 2013

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

AGREEMENT

CTE Employment Outcomes Survey The Sonoma County Junior College District And Solano Community College

This Agreement, herein referred to as “Agreement,” is entered into by Solano Community College (herein “the Institution”) and the Sonoma County Junior College District (herein “the SCJCD”).

The CTE Employment Outcomes Survey will gather information on employment outcomes for students participating in CTE programs at California community colleges, including whether students became employed within their field of study, if their community college coursework positively affected their earning potential and how CTE programs can be improved.

Participating institutions will provide the SCJCD with student contact information that will be used to request their participation in an email, US mail and/or telephone survey, based on a list of student identification numbers provided by the California Community College Chancellor’s Office. The SCJCD will provide institutions that participate in this survey with a summary report of its results, its data set and a report on aggregated results for all participating institutions.

THEREFORE, the Institution agrees to the following terms of this Agreement:

1. Data Sharing

The Institution gives the SCJCD permission to access student data reflective of the study cohort from the California Community College Chancellor’s Office management information system (COMIS) to include unique student identifiers listed in COMIS data element SB00 (college ID’s and/or SSNs).

2. Designated Contact Person

Please provide information on the Institution’s designated primary project contact person for survey implementation:

Name: Maire Morinec _____
Job Title: Dean, School of Applied Technology and Business _____
Institution: Solano Community College _____
Phone: 707-864-7229 _____
Email: maire.morinec@solano.edu _____

The SCJCD’s designated contact person for implementation questions about the survey is:

KC Greaney, Ph.D.
Director of Institutional Research
SCJCD – Petaluma Campus
680 Sonoma Mountain Parkway
Petaluma, CA 94952

3. Responsibilities

The Institution's Responsibilities

- a. The Institution will designate a specific local contact person for the project entered on page 1 of the Agreement. Official correspondence (including the secure transmission of data) from the SCJCD will be directed to the designated primary local project contact, who can then forward as appropriate.
- b. The Institution will determine which tools should be used to conduct the survey, specifically whether US mail, telephone or both will augment an email survey, marked on page 3 of the Agreement (see Appendix A for information on number of students to be surveyed, likely response rates and costs).
- c. The Institution will indicate its wishes to have its data uploaded to CalPASS+ into the CTE Launchboard and into a password-protected on-line tool which will allow the Institution to access and drill down into its own data.
- d. The Institution will indicate its willingness to allow its data to be shared for statewide and/or regional research purposes in a manner that does not identify the Institution.
- e. The Institution will provide the SCJCD with student contact information, to the extent available to Institution, to be used by SCJCD to request their participation in an email, US mail and/or telephone survey, including:
 - full first name
 - full last name
 - address
 - city
 - state
 - ZIP
 - e-mail 1
 - e-mail 2
 - phone 1
 - phone 2
- f. If US mail surveys are selected, the Institution will provide a high resolution electronic copy of its logo to be printed onto envelopes. If the logo is not provided by January 15, 2014, envelopes will be printed with the Institution's name and address only.

SCJCD Responsibilities

- a. The SCJCD will provide the Institution with a list of unique student identification numbers (COMIS data element SB00) reflective of the study cohort (see Appendix A), which Institution will use to provide the contact information specified in Institution's Responsibilities, paragraph c, above.
- b. The SCJCD will contract with a mailing center and a call center to administer the US mail and telephone surveys.
- c. The SCJCD will provide the Institution with an individualized report regarding student responses.
- d. The SCJCD will provide the Institution with the data set for its students' responses.

- e. The SCJCD will provide the Institution with a summary report that analyzes aggregated data from all of the institutions participating in the survey.
- f. The SCJCD will provide CalPASS+ with survey data sets provided the Institution indicates it wishes this to happen.

4. Confidentiality

To ensure confidentiality, all information identifiable to an individual student will only be used for this study and will not be associated with individual responses in reports. The statewide aggregate report will not specify individual college or district results. All information identifiable to individual students will be transferred using secure methods and will be destroyed once the reports are complete.

If the Institution agrees to allow their data set to be included in statewide and/or regionally aggregated data, for statewide and/or regional research purposes, no student or college/district identifying data will be included.

5. Timeline

This study will span the 2013-2014 academic year and will conclude on September 1, 2014.

- By October 1 2013: The Institution will receive an Agreement from the SCJCD
- By November 8 2013: The Institution will submit a signed Agreement to the SCJCD
- By December 6 2013: The SCJCD will send the unique student identifiers (COMIS data element SB00) for the survey cohort.
- By January 10 2014: The Institution will provide student contact information and, if selecting US mail surveys, a high resolution electronic copy of its logo
- By end of February 2014: Survey will be administered electronically
- By middle of April 2014: Survey will be administered by US mail
- By end of May 2014: Survey will be administered via telephone
- By middle of June 2014: The SCJCD will provide an individualized report and a data set of student responses to the Institution
- By end of July 2014: The SCJCD will provide statewide summary report to all participating institutions

6. Options

Does the Institution agree to allow the SCJCD to forward its survey data set to Cal-PASS+ so that limited data outcomes can be included in the CTE Launchboard, and so that the entire data set can be made available (password protected) to the Institution in a web-based tool, allowing the Institution to drill down into their own data?

☒ Yes

☐ No

Does the Institution agree to allow its de-identified data set to be included in statewide and/or regional research, in a manner that does not identify the Institution?

☒ Yes

☐ No

7. Fees

The cohort size for Solano Community College is estimated to be 1501-2000. In exchange for services provided under this Agreement, the Institution shall pay the SCJCD (please select the appropriate option):

- ☐ Option 1: email and US mail survey, \$4800.
- ☐ Option 2: email and telephone, \$8500.
- ☒ Option 3: email, US mail and telephone survey, \$13216.

8. Payments

The SCJCD shall submit invoices to the Institution with an itemized statement that details the nature of the work performed as follows:

- a. When each of the below-listed key milestones and/or key deliverables has been completed, the SCJCD will invoice the Institution for the corresponding amount:
 - i. Beginning of term of Agreement—10% of total fee
 - ii. Completion of email —50% of total fee
 - iii. Final report—40% of total fee
- b. The Institution shall make payment within forty-five days of the date of the invoice.
- c. The SCJCD reserves the right to cease all work under this Agreement when a delinquent payment status exists. Delinquent status is defined as any account that is more than sixty days past due.

8. Term of This Agreement

This Agreement shall be in effect for districts in the academic year 2013-2014 ending September 1, 2014. Any participant(s) listed as a party to this Agreement may terminate its participation by delivering written notice of its intent to terminate said participation to Doug Roberts, the SCJCD Vice President, Business Services. However, termination by any participant(s) listed as a party will have no force or effect on the rights and responsibilities as to the remaining participants.

9. Indemnification

The Institution shall indemnify, defend and hold harmless SCJCD, its Board of Trustees, officers, agents, and employees from and against any claim, liability, loss, injury, damages and expenses including, without limitation, attorneys' fees and costs, arising out of or related to SCJCD's performance of this Agreement, except for liability resulting from the negligent or willful or misconduct of SCJCD, its Board of Trustees, officers, agents, or employees. The Institution shall obtain SCJCD's prior approval of any settlement.

SCJCD shall indemnify, defend and hold harmless Institution, its Board of Trustees, officers, agents, and employees from and against any claim, liability, loss, injury, damages and expenses including, without limitation, attorneys' fees and costs, arising out of or related to the Institution's performance of this Agreement, except for liability resulting from the negligent or willful or misconduct of Institution, its Board of Trustees, officers, agents, or employees. SCJCD shall obtain Institution's prior approval of any settlement.

10. Delivery of Notices

All notices or communications permitted or required under this Agreement shall be given to the respective parties through the designated representatives set forth below:

SCJCD:

Doug Roberts

Vice President, Business Services
Sonoma County Junior College District

Santa Rosa Campus
1501 Mendocino Avenue
Santa Rosa, CA 95401

707- 527-4421

droberts@santarosa.edu

The Institution:

Name: Maire Morinec

Title: Dean, School of Applied Technology
and Business

Address: 4000 Suisun Valley Road
Fairfield, CA 94534-3197

Phone: 707-864-7229

Email: Maire.morinec@solano.edu

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written below.

SCJCD

By:

Print Name: Doug Roberts

Title: Vice President, Business Services

Date:

The Institution:

By: _____

Print Name: Jowel C. Laguerre, Ph.D. _____

Title: Superintendent/President _____

Date: _____

Institution: Solano Community College _____

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APPENDIX A: SURVEY OPTIONS

2013/14 California Community College CTE Employment Outcomes Survey Costs

Cohort Size (to include CTE Completers and Skills Builders (9+ CTE units) who stopped enrolling												
	Approx. Response Rate	Up to 250	251-500	501-750	751- 1000	1001- 1500	1501- 2000	2001- 2500	2501- 3000	3001- 3500	3501- 4000	4001 +
E + US Mail only	10-20%	\$1,038	\$1,575	\$2,113	\$2,650	\$3,725	\$4,800	\$5,875	\$6,950	\$8,025	\$9,100	\$10,175
E + Phone only	15-30%	\$1,500	\$2,500	\$3,500	\$4,500	\$6,500	\$8,500	\$10,500	\$12,500	\$14,500	\$16,500	\$18,500
E + US Mail + Phone	20-40%	\$2,142	\$3,724	\$5,306	\$6,888	\$10,052	\$13,216	\$16,380	\$19,544	\$22,708	\$25,872	\$29,036

Cost Assumptions:

\$500 per college base cost for survey administration

\$0.50 per e-mail survey

\$1.65 per US mail survey

\$3.50 per phone survey

12% overhead

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

TO: Members of the Governing Board

**SUBJECT: RENEWAL AGREEMENT BETWEEN SOLANO
COMMUNITY COLLEGE DISTRICT AND CHABOT-LOS
POSITAS COMMUNITY COLLEGE DISTRICT FOR
CALIFORNIA EARLY CHILDHOOD MENTOR
PROGRAM**

REQUESTED ACTION: APPROVAL

SUMMARY:

This agreement is entered into by and between the Chabot-Los Positas Community College District (CLPCCD) on behalf of its California Early Childhood Mentor Program and Solano Community College District (SCCD).

The CLPCCD has applied for and has received a grant from the California State Department of Education for the purposes of operating a Mentor Program. The CLPCCD has received authorization from its Board of Trustees to enter into agreement with California community colleges to provide such services as: coordinating and offering an adult supervision course and seminars for mentors and directors, coordinating and developing mentoring programs, offering honoraria for faculty working with the college mentoring program, providing books and other instructional materials for mentors, and printing and copying mentor materials.

A copy of the Agreement is available for review in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of the Interim Vice President of Academic Affairs.

Government Code: Board Policy: Estimated Fiscal Impact: \$21,037 Grant Funded
CEO 2013-14 Goals: Grow Enrollment

SUPERINTENDENT'S RECOMMENDATION: ☒ **APPROVAL** ☐ **DISAPPROVAL**
☐ **NOT REQUIRED** ☐ **TABLE**

Lily Espinoza, Dean
School of Human Performance and Development

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7126

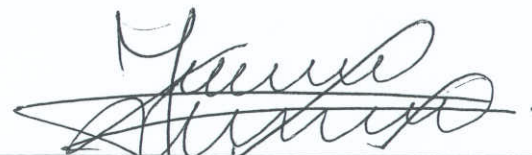
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

November 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

AGREEMENT

CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM

This Agreement, dated for reference purposes only, August 1, 2013, is entered into by and between: the Chabot-Las Positas Community College District (CLPCCD), hereinafter known as the "District," on behalf of its California Early Childhood Mentor Program, hereinafter known as the "Mentor Program," and Solano Community College/Solano County Community College District, hereinafter known as "Contractor."

This agreement is entered into pursuant to Chabot-Las Positas Community College District Board of Trustees Resolution No. 15-1213.

Appropriation or Grant Number CN130165

RECITALS:

Whereas, the Chabot-Las Positas Community College District has applied for and has received a grant from the California State Department of Education (Resolution 15-1213) for the purposes of operating a Mentor Program; and

Whereas, the CLPCCD has received authorization from its Board of Trustees to enter into agreements with California community colleges to provide such services as: coordinating and offering an adult supervision course and seminars for mentors and directors; coordinating and developing mentoring programs; offering honoraria for faculty working with the college mentoring program; providing books and other instructional materials for mentors; and printing and copying mentor materials.

Now, therefore, the parties agree as follows:

1. **TERM:** The term of this Agreement shall commence on August 1, 2013 and terminate July 31, 2014 except as otherwise set forth in this agreement.

2. **SERVICES TO BE RENDERED BY CONTRACTOR:** The services to be rendered are incorporated by reference as in attachment A. If any terms of the attachment and this Agreement are in conflict, this Agreement shall prevail.

3. **PAYMENT:** Invoice to be submitted and payment as a stipend to be made by District to Contractor shall be as set forth in Attachment A.

4. **INDEPENDENT CONTRACTOR:** The parties agree that with regard to this Agreement, Contractor is an independent contractor and not an employee of the District.

Any terms in this Agreement or its attachments referring to direction from the District shall be construed as providing for direction as to policy and the result of work only, and not as to the means by which such a result is obtained.

5. **EXPENSES FOR EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** Contractor shall supply, at no cost or charge to District, all equipment, tools, materials, and/or supplies to accomplish the services agreed to be performed unless otherwise provided in this agreement; District shall not be liable to Contractor for any expenses paid or incurred by Contractor not provided for in this agreement unless otherwise agreed to in advance in writing.

6. **ASSIGNMENT:** Contractor shall not assign this Agreement nor the consideration payable under this Agreement without the written consent of the District.

- E. Contractor shall ensure that Director Mentor applicants shall complete the following requirements in order to be considered for selection:
1. Three years of experience as a director or site supervisor in a child development program (current or prior).
 2. Successful completion of a Director Mentor Information Session Webinar and a Director Mentor Institute as currently described in the *Program Manual* and as may be reasonably revised by the District.
 3. The Director Mentor Application (see *Program Manual*) which includes information on the applicant's educational background, experience, statement of program philosophy, selection of items for Program Administration Scale (PAS) or Business Administration Scale (BAS) review, and references.
 4. Completion of a Program Administration Scale (PAS) or Business Administration Scale (BAS) interview by members of the Mentor Selection Committee. A site review of the applicant's worksite (if applicable).
- F. Contractor agrees to provide the following resources for implementation of the program:
1. Facilities for the Mentor Teacher/Adult Supervision Course, Selection Committee training and meetings, the Mentor Seminar and the Director Seminar as currently described in the *Program Manual* and as may be reasonably revised by the District.
 2. Funds for program costs in excess of amounts provided in Section A of this agreement.
- G. Contractor agrees that in cases where active Mentors or Director Mentors from other Regional or Local Mentor Programs wish to apply to this college's program, acceptance and selection will be at the discretion of this college's Selection Committee based on space availability and other selection criteria.
- H. District reserves the right to withdraw the resources listed in Section A for non-performance of activities and requirements listed in Sections B through G. Written notice of such withdrawal—and a procedure and timeline to appeal such a decision—will be provided to Contractor.

be performed under this Agreement, including all applicable provisions for subrecipient monitoring of federal funding awards.

18. **LIABILITY OF DISTRICT:** District's obligations under this Agreement shall be limited to the payment of the compensation as provided for in Section 3 of this Agreement but shall also include activities as provided for in Attachment A. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

19. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, District and Contractor shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. District and Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. District and Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as it set forth in full. District and Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

20. **BUDGET CONTINGENCY:** This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the Fiscal Year(s) covered by this Agreement for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

21. **ENTIRE AGREEMENT/MODIFICATION:** This writing sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only by a written document executed and approved in the same manner as this Agreement.

22. Providing the District with official course outlines for all courses in which students may be placed with Mentors.
23. Placing students with Mentors, acting as intermediary between the student and Mentor, and monitoring the Mentors' work. The college agrees to offer the placement with a Mentor as an alternative to the existing practicum course(s).
24. Overseeing student placements with Mentors to ensure only one student will be in the Mentor's classroom at a time.
25. Approving the following as currently described in the *Program Manual* and as may reasonably be revised by the District:
 - Mentor-protégé contracts for Post-Practicum placements;
 - Mentor-student contracts for Individual Student Mentoring;
 - Hourly Mentoring Record stipends for short-term mentoring services;
 - Hourly Birth to Three/FCCH Mentoring Record stipends for short-term mentoring services for Infant/Toddler and Family Child Care teachers and providers;
 - Director Mentor-protégé director contracts for Director placements;
 - Hourly Director Mentoring Record stipends for short-term mentoring services;
 - Hourly Birth to Three/FCCH Director Mentoring Record stipends for short-term mentoring services for Infant/Toddler directors and Large Family Child Care providers
26. Serving, if requested and willing, as a Field Trainer as currently described in the *Program Manual* and as may reasonably be revised by the District.

Payments

27. Maintaining records of all costs and disbursements and reporting these monthly to the District in a timely and accurate manner.
28. Submitting authorizations to pay all stipends within 30 days following the end of the placement.
29. Submitting all fiscal reporting and requests for reimbursement to the District no later than **June 15th of each contract year**.
30. Acknowledging that the Coordinator's payment may be withheld and/or reduced if reporting is not accomplished in a timely or accurate manner.
31. Applying for and utilizing Additional Funding to Support Instructional Costs for an Adult Supervision Course if appropriate.
32. Applying for and utilizing Supplemental Support Funding for Large Area Programs if appropriate.
33. Applying for and utilizing Supplemental Support Funding for the Director Mentor Component if appropriate.
34. Providing full reporting on the use of any Supplemental Support Funding as currently described in the *Program Manual* and as may reasonably be revised by the District.

Evaluations

35. Facilitating program evaluation.
36. Requiring completion of Student Evaluation of Mentor Teacher, Director Mentor Contract Self-Evaluation, Director Mentor Contract Evaluation: Protégé, Birth to Three/FCCH



Attachment A
Solano Community College/Solano County Community College
District

August 1, 2013 – July 31, 2014

- A. Chabot-Las Positas Community College District on behalf of the California Early Childhood Mentor Program shall provide the following resources for implementation of the Contractor's program, subject to the District's approval:
1. Updated materials and assistance to facilitate implementation of the program including a *Program Manual*, an In-Service Training Resource Guide, reporting forms and one-on-one technical assistance.
 2. Travel expenses for the Contractor's Local Coordinator to attend statewide meetings to discuss program elements, the status of implementation and materials. Travel expenses must be within state guidelines and limits as specified in the *Program Manual* and as may reasonably be revised by the District.
 3. \$4752 for instructional costs related to the offering of a Mentor Seminar and a Director Seminar, as described in the *Program Manual*. The Coordinator may make a written request to the District for an additional \$1,584 maximum to offer the Mentor Teacher/Adult Supervision Course in the 2013-2014 contract year.
 4. \$3600 for the Contractor's Local Coordinator to implement and develop the program, arrange for the course offering, recruit prospective Mentors, appoint a Selection Committee, coordinate the selection process, place student teachers with Mentors and approve Post-Practicum, Individual Student Mentoring, Mentoring Record, Birth to Three/FCCH Mentoring Record, Director Mentor, Director Mentoring Record, and Birth to Three/FCCH Director Mentoring Record placements. The Contractor's Coordinator may be paid directly by the Chabot-Las Positas Community College District in the sole discretion of the District. The District reserves the right to withhold and/or reduce the Coordinator payment if responsibilities listed in Section B are not fulfilled in a timely manner.
 5. Up to \$2,500 for a \$250 honorarium per person for up to 10 Selection Committee Members to meet to review applications, visit and evaluate applicants' teaching practices and classroom environment with the appropriate Harms and Clifford scale, visit and evaluate Director Mentor applicants' leadership and management skills with the Program Administration Scale (PAS) or the Business Administration Scale (BAS), check references and make final decisions on qualified classroom Mentors and Director Mentors. Committee Members may be paid directly by the Chabot-Las Positas Community College District in the sole discretion of the District.
 6. \$10035 in stipend support for 8 Mentors and all selected Director Mentors. **Selecting Director Mentors and supporting their placements with protégés is a requirement of the Mentor Program.** All stipends will be paid directly by the Chabot-Las Positas Community College District and calculated according to the formula and procedures currently described in the *Program Manual* and as may reasonably be revised by the District. Stipends are for the following purposes:
 - Practicum placement(s) for mentoring practicum students placed with Mentors
 - Post-Practicum Stipend(s) to support Mentors for continued mentoring of protégés who were former practicum students placed with Mentors

- Individual Student Mentoring Contract(s) to support pairing a Mentor with an Early Childhood Education student for non-course based contact time
- Mentoring Record Hour(s) to support Mentors as they offer hourly mentoring services
- Birth to Three/FCCH Mentoring Record Hour(s) to support Mentors as they offer hourly mentoring services for Infant/Toddler and Family Child Care teachers and providers
- In-Service Training stipends for Mentors for fulfilling the In-Service training requirements as set forth in the *Program Manual*
- Director Mentor Placement(s) to support Director Mentors for mentoring of protégé directors
- Director Mentoring Record Hour(s) to support Director Mentors as they meet protégé directors' and Director Mentor applicants' needs for short-term, hourly mentoring
- Birth to Three/FCCH Director Mentoring Record Hour(s) to support Director Mentors as they offer hourly mentoring services for Infant/Toddler directors and Large Family Child Care providers

7. \$150 for materials for Mentors and Director Mentors (books, Harms and Clifford scales, instructional materials, etc.) and/or printing and copying costs for program implementation or Mentor materials. Coordinators may be reimbursed directly by the Chabot-Las Positas Community College District in the sole discretion of the District, or through their local college.

- B. Contractor as a college agrees to designate a Local Coordinator. The Coordinator shall be responsible for the following activities:

Selection and Re-Certification

1. Promoting the program on campus and in the community.
2. Enrolling teachers and providers in the Mentor Teacher/Adult Supervision Course, based on the syllabus provided in the *Program Manual* and as may reasonably be revised by the District. The Contractor as a college agrees to enroll students and to issue credit. The Contractor also agrees that it will accrue no ADA when instructional costs are reimbursed. Students pay tuition if they are receiving credit.
3. Recruiting qualified child care providers and directors from the community who may be interested in becoming Mentors.
4. Modifying and distributing Mentor and Director Mentor applications and establishing appropriate application deadlines as currently described in the *Program Manual* and as may reasonably be revised by the District.
5. Assuring compliance with selection criteria for Mentor Teachers and Director Mentors as set forth in Sections D and E below.
6. Adhering to the Policy on the Mentor Option in Campus Labs as currently described in the *Program Manual* and as may reasonably be revised by the District.
7. Modifying and distributing Mentor and Director Mentor Re-Certification applications, and establishing appropriate application deadlines as currently described in the *Program Manual* and as may reasonably be revised by the District.
8. Appointing a Selection Committee of up to 10 members. The Selection Committee shall include community college instructors, center directors, teachers and other child care practitioners who represent all sectors of the regional child development community (e.g.,

Head Start, preschool, subsidized, non-profit). The Selection Committee should reflect the diversity of program types, ethnicities and language capacities in the community.

9. Training Selection Committee Members in the use of the Harms and Clifford Scales: the Early Childhood Environment Rating Scale-Revised (ECERS-R), the Infant/Toddler Environment Rating Scale-Revised (ITERS-R), the School-Age Care Environment Rating Scale (SACERS), and Family Child Care Environment Rating Scale-Revised (FCCERS-R). Training Selection Committee Members in the use of the Program Administration Scale (PAS) and the Business Administration Scale (BAS).
10. Serving as a Selection Committee Member as currently described in the *Program Manual* and as may reasonably be revised by the District. Such service is *optional* for local college or Regional Coordinators but **mandatory** for college Coordinators in a Region.
11. Scheduling meetings for the Selection Committee to review Mentor and Director Mentor applications, evaluate applicants' centers or classroom sites, and to make final selections by **June 1st of each contract year**.
12. Notifying all new and Re-Certification applicants to inform them of final decisions as soon as possible after the final Selection Committee meeting.
13. Petitioning the District in writing that Mentor pool size be increased in an academic year. In such cases, determination will be made by Mentor Program staff based on current statewide allocations and student placement rates at the local college.
14. Maintaining eligibility requirements for Mentor Teachers in accordance with program policy as currently described in the *Program Manual* and as may reasonably be revised by the District.
15. Maintaining eligibility requirements for Director Mentors in accordance with program policy as currently described in the *Program Manual* and as may reasonably be revised by the District.

Professional Growth

16. Facilitating or arranging for facilitation of a 1-2 unit credit-optional monthly Seminar for Mentors to combine informal discussion of issues they confront in supervising student teachers with further study of supervision issues, leadership and mentoring skills.
17. Facilitating or arranging for facilitation of a 1-2 unit credit-optional monthly Seminar or continuing course for directors to study administrative issues, quality improvement strategies, leadership development and mentoring issues.
18. Providing Mentor and Director Seminar Instructors with the *Growing Leaders In-Service Training Resource Guide* and other necessary instructional materials as supplied by the District.
19. Ensuring that instructors for the Mentor and Director Seminars are regularly evaluated in accordance with college policies.
20. Supporting Mentor In-Service Training activities with Mentor materials and other appropriate funding where available.

Placements and Stipend Activities

21. Working within the college's administrative procedures to institutionalize the Mentor Program. This includes seeking curriculum committee approval for courses, including program information in the college catalog and course schedule, and establishing load credit for practicum instructors who support placements with Mentors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate on the date specified immediately adjacent to their signatures below.

"District"

By:

Signature of CLPCCD person authorized to execute agreement

Print Name: Lorenzo Legaspi

Title: Vice Chancellor of Business Services

Date: August 1, 2013

"Contractor"

By:

Signature

Print Name: Jowel C. Laguerre, PhD

Title: Superintendent-President

Address: Solano Community College

4000 Suisun Valley Rd.

Fairfield, Ca. 94534

Date: 9-25-2013

Recommended By:

Signature:

Linda O. Olivenbaum

Print Name: Linda Olivenbaum

Title: Director, California Early Childhood Mentor Program

Address: 25555 Hesperian Blvd.

Hayward, CA 94545

Date: August 1, 2013

Mentoring Record Protégé Evaluation, Birth to Three/FCCH Director Mentoring Record Protégé Evaluation, and Director Seminar Evaluation Forms by program participants.

Agreements and Reports

37. Completing and submitting to the District Quarterly Reports as follows:
 - First Quarter: August 1 to October 31, due **October 31st of each contract year**
 - Second Quarter: November 1 to January 31, due **January 31st of each contract year**
 - Third Quarter: February 1, to April 30, due **April 30th of each contract year**
38. Completing and submitting to the District all Annual Reporting materials on or before **June 15th of each contract year**.

Mentor Program Meetings

39. Attending all required Coordinator meetings and/or being responsible for acquiring and understanding the information and materials presented at these meetings.
40. Selecting eligible participants for the annual Mentor Institute.

Maintaining Records

41. Keeping records on each Mentor's placement history, student evaluations of the Mentor, the Mentor's application and re-certification, and stipend amounts. Keeping comparable records for each Director Mentor.
 42. Maintaining program data and records in archives for five years.
- C. Contractor will designate an instructor who will be responsible for teaching the Mentor Teacher/Adult Supervision Course, a 2-unit course on adult supervision skills for Mentor candidates, based on a course syllabus included in the *Program Manual* and as may be reasonably revised by the District.
- D. Contractor shall insure that Classroom Mentor applicants shall complete the following requirements in order to be considered for selection:
1. A college level Early Childhood training program that included an Early Childhood practicum supervised by a college instructor for credit. Candidates must submit a transcript proving completion of this requirement.
 2. The two-unit Mentor Teacher/Adult Supervision Course, as described in Sections B.2 and C in this Attachment.
 3. Two years of experience as a classroom teacher or family child care provider.
 4. Eligibility for the Master Teacher Level, or higher, of the California Child Development Permit.
 5. The Mentor Application (see *Program Manual*) which includes information on the applicant's educational background and experience, a personal statement, a transcript proving completion of the practicum as part of her/his Early Childhood education and the Harms and Clifford rating sheet from her/his self-review. The Application also includes a "supervisor's agreement" to support the candidate's application and participation as a Mentor. As public elementary school teachers have their own mentoring program, they are not eligible to participate in the California Early Childhood Mentor Program.
 6. A site review of the center's National Association for the Education of Young Children (NAEYC) accreditation status by members of the Mentor Selection Committee and direct observation of teaching practices, or completion of a site review and self study using the appropriate Harms and Clifford Scale (ECERS-R, ITERS-R, SACERS or FCCERS-R).

7. **TERMINATION**: District may terminate this Agreement for District's convenience and without cause at any time by giving the other parties written notice of such termination. The notice shall specify the date upon which the termination becomes effective. In the event of such termination, Contractor shall be paid for his/her services that have been performed to the satisfaction of the District under this Agreement, up to the date of termination. Any payment by District shall be conditioned on Contractor providing to the District any and all materials required by District related to the services rendered.

8. **WRITTEN NOTICE**: All notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties.

Any party by a written notice to the other parties may change the address of notice or the names of the persons or parties to receive written notice.

9. **GOVERNING LAW**: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of the Agreement shall be in Dublin, California.

10. **SEVERABILITY**: If any term, provision, covenant, or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

11. **NON-WAIVER**: The failure of any party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

12. **NO AUTHORITY TO BIND DISTRICT**: Contractor has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create the relationship of agent, servant, employee, partnership or joint venture with the District.

13. **AMENDMENTS**: No amendment to this Agreement shall be effective unless it is in writing and signed by all parties.

14. **CONFLICT OF INTEREST**: Contractor states that it is familiar with provisions of Section 87100 et seq. of the Government Code and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify District of such information.

15. **DAMAGES**: Contractor shall be responsible for any and all damages resulting in whole or in part from Contractor's acts or omissions.

16. **INDEMNIFICATION**: District agrees to defend and indemnify and hold harmless Contractor, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of District, its Board of Trustees, officers, agents, and employees.

Contractor agrees to defend and indemnify and hold harmless District, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of Contractor, its Board of Trustees, officers, agents, and employees.

Contractor's obligations under this section 16 shall survive the termination of this Agreement.

17. **COMPLIANCE WITH LAWS AND REGULATIONS**: Contractor shall keep informed of all laws and governmental regulations that may affect its obligations. It shall observe and comply with, and shall cause all its agents, employees, consultants, and subcontractors to observe and comply with all said laws and regulations, including obtaining business permits and licenses that may be required to carry out the work to

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RENEWAL OF ALTERNATIVE AND RENEWABLE
FUELS VEHICLE TECHNOLOGY PROGRAM TRAINING
GRANT

REQUESTED ACTION: APPROVAL

SUMMARY:

This grant agreement is a \$646,695 enhancement to the existing California Energy Commission grant for the Alternative and Renewable Fuels Vehicle Technology Program. The grant was awarded for training of automotive technicians in hybrid and electrical vehicle maintenance. This is to replace the agreement that was approved by the Board on February 6, 2013. The State Energy Resources Conservation and Development Commission has augmented the total amount and assigned grant management to the California Community Colleges Chancellor's Office.

These funds will be used to support development of training curriculum and materials, to include the development of a credit certificate, to purchase training equipment (including four hybrid/electric vehicles and a mobile training unit with trailer), and to develop and deliver instructor training in Hybrid and Electric vehicles to at least 25 regional automotive technology faculty and foremen over a 13 month period.

The California Community Colleges Chancellor's Office has extended the grant timeline to June 30, 2014.

Approval is requested at this time.

Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$646,695 revenue
CEO 2013-14 Goals: #5

SUPERINTENDENT'S RECOMMENDATION:

☒ **APPROVAL**

☐ **DISAPPROVAL**

☐ **NOT REQUIRED**

☐ **TABLE**

Deborah Mann, Director
Workforce Training and Grants Management

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707.864.7195

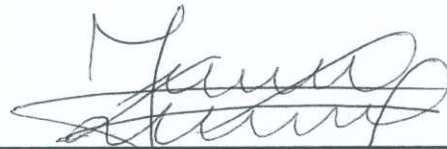
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

November 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**THIS FORM MAY NOT BE REPLICATED
AND UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED**

BOG, California Community Colleges Chancellor's Office - 6870

DISTRICT USE ONLY

District (Grantee): Solano CCD
College: N/A

Grant Agreement-Amended

BOG-CCCCO USE ONLY

AMENDMENT # 2

Grant Agreement No.: 12 - 041 - 006

Economic and Workforce Development

Funding Fiscal Year

2012-13

Prior Amount Encumbered : \$ 245,080

Amount To Be : \$

Amount Encumbered : \$ 245,080

State Energy Resources Conservation and Development Commission

Funding Fiscal Year

2013-14

Prior Amount Encumbered : \$ 401,615

Amount To Be : \$

Amount Encumbered : \$ 401,615

Total Amount Encumbered : \$ 646,695

RFA # -

On this 6th day of November 2013, the BOG, California Community Colleges Chancellor's Office and the aforementioned district hereby agree to amend this grant agreement as follows:

- * Performance in the funding period of September 13, 2012 through December 31, 2013 shall be extended through June 30, 2014. The Final Report must be submitted within 30 days after the new end date.

Funding under this grant is contingent upon the availability of funds, and is subject to any additional restrictions, limitations or conditions enacted in the state budget and/or Executive Orders that may affect the provisions, term, or funding of this agreement in any manner.

All other terms and conditions remain the same.

GRANTEE

Project Director:
Deborah L. Mann

Total Grant Funds: \$ 646,695
Total Match Funds, (if applicable): \$

Signature, Chief Executive Officer (or authorized Designee)

Date:

Print Name/Title of Person Signing:

District Address: 4000 Suisun Valley Road
Fairfield, CA 94534-3197

STATE OF CALIFORNIA

Project Monitor:
Katie Gilks

Agency Address: 1102 Q Street, Suite 4554
Sacramento, CA 95811-6539

Item:	Object of Expenditure	Chapter	Statute	Fiscal Year	Amount
6870 - 111 - 0001 (5)	3235 - 751 - 23506	21	2012	2012-13	\$ 245,080
-	-				
Amount Encumbered :					\$ 245,080
6870 - 111 - 0001 (5)	3235 - 751 - 23506	20	2013	2013-14	\$ 401,615
-	-				
Amount Encumbered :					\$ 401,615
Total Amount Encumbered :					\$ 646,695

Signature, Accounting Manager (or Authorized Designee) Budgeted funds are available for the period and purpose of the expenditures stated above.

Date:

Signature, Executive Vice Chancellor (or authorized Designee)

Date:

Print Name/Title of Person Signing:

Steve Bruckman, Executive Vice Chancellor

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE

REQUESTED ACTION: APPROVAL

SUMMARY:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Maureen McSweeney	Human Performance & Development Instructor 29 years of Service at SCC	05/20/14

Government Code: Board Policy: 4240 Estimated Fiscal Impact: None

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Nona Cohen-Bowman, I/Associate Vice President
Human Resources

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7286

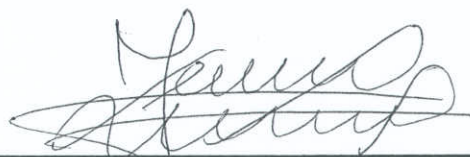
TELEPHONE NUMBER

Administration

ORGANIZATION

November 8, 2013

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

November 8, 2013

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

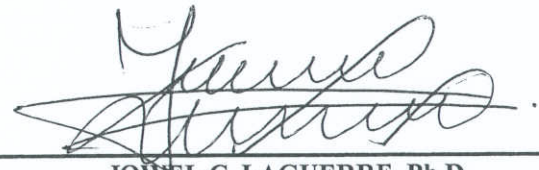
SUBJECT: RESOLUTION HONORING DEE ALARCÓN,
RESOLUTION NO. 13/14-06

REQUESTED ACTION: APPROVAL

SUMMARY:

Dr. Jowel Laguerre, Superintendent-President, will present on behalf of the Board a resolution honoring Dee Alarcón for her service with the District as President of the Solano Community College District Educational Foundation for three years from 2010-2013.

Government Code:	Board Policy:	Estimated Fiscal Impact:	
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> TABLE
Jowel C. Laguerre, Ph.D. Superintendent-President			
PRESENTER'S NAME			
360 Campus Lane, Suite 201 Fairfield, CA 94534			
ADDRESS			
(707) 864-7112			
TELEPHONE NUMBER			
Administration			
ORGANIZATION			
November 8, 2013			
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		November 8, 2013 DATE APPROVED BY SUPERINTENDENT-PRESIDENT	



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

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION HONORING
DEE ALARCÓN**

RESOLUTION NO. 13/14-06

WHEREAS, Dee Alarcón has served the Solano Community College District with distinction as the President of the Solano Community College Educational Foundation;

WHEREAS, During Dee's 42-year career in education, she taught at the university level and worked as a teacher, principal, and administrator in half of the county's six school districts;

WHEREAS, As a leader and advocate for all, Dee served as the first female Superintendent of Schools in Solano County in its 161-year history; and

WHEREAS, Dee's experience and involvement throughout the community brought leadership and insight to the Solano Community College Educational Foundation;

NOW, THEREFORE, BE IT RESOLVED, That the Governing Board expresses its sincere appreciation for her many contributions and wishes to thank Dee Alarcón for her service;

PASSED AND ADOPTED, This 20th day of November 2013, by the Solano Community College District Governing Board, Solano County, California, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

SARAH E. CHAPMAN, Ph.D.
BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: EMPLOYMENT CONTRACT —
ASSOCIATE VICE PRESIDENT, HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

SUMMARY

The duties for the Associate Vice President, Human Resources, are outlined in the attached Classified Management Employment Contract. The term of employment will begin November 18, 2013. Mr. Petersen shall be paid an annual salary of \$112,345.69, Range 50/Step 4.

A Relocation Repayment Agreement is also attached as part of the employment contract.

Government Code: EC 72411 Board Policy: 4800 Estimated Fiscal Impact: \$112,345.69

SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Nona Cohen-Bowman, I/Associate Vice President
Human Resources

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534-3197

ADDRESS

707-864-7286

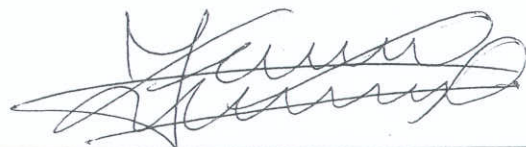
TELEPHONE NUMBER

Administration

ORGANIZATION

November 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

CLASSIFIED MANAGEMENT **Employment Contract**

1. **INTRODUCTION:** This Contract for Employment ("Contract") is mutually entered into by and between the Solano Community College District ("District") and **Bruce L Petersen** ("Employee") pursuant to the provisions of California Education Code section 72411 to establish the terms and conditions for the Board to retain Employee to provide services as described herein.
2. **POSITION:** Subject to the terms and conditions stated in this Contract, Employee is assigned to the position of **Associate Vice-President of Human Resources**. Employee understands that his/her employment in this administrative position is based upon trust, confidence, and anticipated cooperation and support in furtherance of the management of the District.
3. **TERM OF EMPLOYMENT:** Employee's Contract will begin **November 18, 2013**. Term of employment for Classified Management is specified in Board Policy 4800.
4. **SALARY:** Employee shall be paid salary on a monthly basis according to the appropriate Salary Schedule.
 - a. Employee shall initially be placed on the Administrative Leadership/ Supervisory/Confidential Salary Schedule, **Range 50 /Step 4 in the amount of \$112,345.69 annually**.
 - b. The salary schedule is based on 223 duty days of service per year, excluding annual vacation and paid holidays. Employee shall ordinarily be paid monthly in twelve equal payments on the last working day of the month in accordance with provisions of the applicable salary schedule. However, if Employee works for less than 223 days per year, the salary shall be based on a proration of the actual days of service to 223 days. In addition, should Employee work less than twelve (12) months, he/she may be paid in either twelve equal installments or for actual months worked.
 - c. Advancement on the salary schedule shall be implemented as described in the District policies. Salary to be paid during any term of this Contract may be increased during the term of Contract by the District.
 - d. Employee shall have July 1 of each fiscal year as an anniversary date and shall receive any annual increment on that date until reaching the top step on the salary schedule for the appropriate salary class. Employee must be employed with the District as least six (6) months before being eligible for an initial annual increment on July 1.
 - e. Relocation Costs: Employee shall be reimbursed for reasonable relocation costs not to exceed \$5000. Employee will provide the District with copies of receipts for any relocation expenses for which he seeks reimbursement. In addition,

Employee agrees to repay the District in accordance with the terms delineated in a signed Relocation Repayment Agreement, a copy of which is attached and included as part of this contract.

5. **VACATION, SICK LEAVE, BENEFITS, FRINGE BENEFITS, EVALUATIONS, REASSIGNMENT, dismissal:** See Board Policy 4800.
6. **DUTIES AND RESPONSIBILITIES:** Employee shall devote his/her time, skills, labor and attention to managing, administering and supervising the affairs of the position to which he/she is assigned, including all of the responsibilities specified in the job classification/description for the assigned position and/or as may otherwise be assigned by the Superintendent-President at the District's discretion.
7. **EMPLOYEE TERMINATION OF CONTRACT:** Employee may terminate this Contract at any time by submitting a written request for resignation or other separation from employment with the District to the Superintendent-President, which will be forwarded to the Governing Board for consideration.
8. **EXEMPT STATUS:** All Classified Managers are exempt from overtime provisions of District policies and state and federal law.
9. **ENTIRE CONTRACT:** This Contract and Board Policy 4800 contain the entire Contract and understanding between the parties, and supersedes any prior agreements entered into between the parties relating to the employment of Administrator. There are no oral or written understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Contract. This Contract cannot be changed or supplemented orally. It may only be modified and superseded by a written instrument executed by both of the parties.
10. **NON-WAIVER:** Non-enforcement of, or exceptions made to any portion of this Contract shall not constitute a waiver of that provision of this Contract in the future. Any provision herein may only be waived in writing as an amendment to this Contract. Any such waiver shall, under no circumstances, be deemed a waiver of any other portion of this Contract.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract on the dates indicated below.

Superintendent/President

Date

Administrator

Date

Attachment to Administrator Employment Contract for Bruce L Petersen

Relocation Repayment Agreement
Solano Community College District

Upon acceptance of the relocation allowance as set forth in your employment contract and before any relocation expenses can be incurred, you will be asked to sign this Relocation Repayment Agreement. This agreement requires repayment of relocation benefits according to the following schedule if you terminate your employment with the District for any reason within five years of your start date, as applicable:

In the first year	= \$5,000
In the second year	= \$4,000
In the third year	= \$3,000
In the fourth year	= \$2,000
In the fifth year	= \$1,000

You hereby agree and understand that you will owe the above amount of relocation expenses to the District and you hereby authorize the District to recover the above funds from money not yet paid to you, but otherwise owed to you from the District, including, but not limited to, salary, accrued vacation or other amounts, but excluding any amounts from retirement plans. In the event such monies are insufficient to recover the amounts set forth above, you agree to provide the District the additional funds required for reimbursement prior to your official termination date.

Repayment is due if termination occurs as a result of Voluntary termination of employment.

By signing below, I acknowledge that I understand the terms, conditions and benefits outlined in this agreement. I further understand and agree that nothing in this agreement creates a contract or guarantee of employment between the District and me for any period of time. I agree to refund the District a prorated portion of any and all relocation advances, allowances, fees and reimbursements which were made to me or on my behalf in connection with my relocation and subsequent move based on the schedule set forth above. Repayment is due and payable to the District within 60 days from the termination date.

Signed: _____
Mr. Bruce Petersen

Date: _____

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO LPAS FOR BUILDING 1200
THEATER RENOVATION PROJECT PRE-DESIGN AND
START UP SERVICES**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for contract award to LPAS to provide pre-design and start-Up services for Building 1200 Theater Renovation Project (Phase I) and Addition (Phase II). Upon completion of the pre-design phase, the District will bring to the Board a full contract for approval. Request for Qualifications & Proposals was issued in October 2013, and on October 29, 2013, District received 16 Statement of Qualifications. The Selection Committee reviewed each Statement of Qualification and evaluated each respondent. A shortlist of candidates was completed on November 4, 2013, and it included top four qualified firms. All four firms were interviewed on November 8, 2013, and their fee proposals were opened following the Committee's review of all interviewed candidates. The Selection Committee recommends LPAS as the architect for Building 1200 Theater Renovation Project.

Total fee for this contract is \$40,000.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: State Funding \$32,000 Measure Q Bond Funds \$8,000</i>
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SUPERINTENDENT'S RECOMMENDATION:

☒ **APPROVAL** ☐ **DISAPPROVAL**
☐ **NOT REQUIRED** ☐ **TABLE**

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

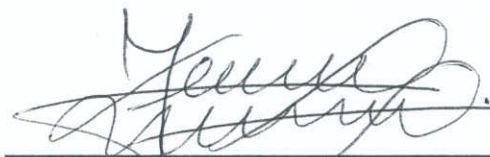
ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

November 8, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 8, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
Architectural Services

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 20th day of November, 2013 by and between the Solano Community College District, ("District") and LPAS ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Architectural Services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on November 25, 2013 and will diligently perform as required and complete performance by February 25, 2014, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Forty Thousand Dollars, (\$40,000.00). The District shall pay Consultant according to the following terms and conditions:
 - 4.1 Total fee for Phase I project programming services (Building 1200 Renovation) is \$31,000.
 - 4.2 Total fee for Phase II programming services is to be billed on an hourly rate, not to exceed \$8,000.
 - 4.3 Reimbursable expenses up to \$1,000.
 - 4.4 Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services to be produced is as follows:
 - 4.4.1 Two copies of the Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations)
 - 4.4.2 Two copies of Site Plan
 - 4.4.3 Two copies of revised Construction Cost Budget
 - 4.4.4 Two copies of final Schedule of Services
 - 4.4.5 Two copies of meeting Reports/Minutes from Kick-off and other meetings; and
 - 4.4.6 Two copies of renderings provided to District for public presentation
 - 4.5 The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.

4.6 If Consultant works at more than one site, Consultant shall invoice for each site separately.

5 Expenses. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

5.1 Reimbursable Expenses up to \$1,000.

6 Independent Contractor. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7 Materials. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

8 Performance of Services.

8.1 Standard of Care. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2 Meetings. Consultant and District agree to participate in regular project meetings to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3 District Approval. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4 New Project Approval. Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

9 Originality of Services. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or

submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10 Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11 Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12 Termination.

12.1 For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2 For Convenience by Consultant. Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3 For Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1 material violation of this Agreement by the Consultant; or

12.3.2 any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3 Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement

shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13 Indemnification. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

14 Insurance.

14.1 The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.1.1 Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2 Workers' Compensation and Employers' Liability Insurance.

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3 Professional Liability (Errors and Omissions). Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2 Proof of Carriage of Insurance. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4 All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

15 Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16 Compliance with Laws. Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17 Certificates/Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18 Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an

employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19 Anti-Discrimination. It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subconsultant (s).

20 Disabled Veteran Business Enterprises. Pursuant to Education Code section 71028 and Public Contract Code section 10115, the District may have a participation goal for disabled veteran business enterprises (DVBES) of at least three percent (3%) per year of funds expended each year by the District on projects that use funds California Community College Chancellor's Office. In accordance therewith, the Consultant must submit, upon request by the District, appropriate documentation to the District identifying the good faith efforts the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

21 No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22 District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

22.1 Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

22.2 Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

23 Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

24 Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

25 Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Solano Community College District
C/O Kitchell CEM
360 Campus Drive, Suite 203
Fairfield, California 94534

ATTN: Ines Zildzic

Consultant:

LPAS
2484 Natomas Park Drive, Suite 100
Sacramento, CA 95833

ATTN: Steven Kendrick, AIA LEED AP CSI

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 26 Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 27 California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
- 28 Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 29 Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 30 Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
- 31 Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 32 Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 33 Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 34 Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

35 Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

36 Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

37 Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20____

Dated: _____, 20____

Solano Community College District

By: _____

By: _____

Print Name: JOWEL C. LAGUERRE, Ph.D.

Print Name: Steven Kendrick, AIA LEED AP

Print Title: Superintendent-President

Print Title: Principal

Information regarding Consultant:

License No.:

:

Address: 2484 Natomas Blvd. Sacramento, CA 95833

Employer Identification and/or Social Security Number

Telephone: 1-916-443-0335

Facsimile: 1-916-441-2823

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: California

☐ Limited Liability Company

☐ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement. Consultant will provide Pre-Design and Start-Up Services (Programming) as outlined below:

1. Project Initiation

Upon final execution of the Agreement with the District, Architect shall:

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in Exhibit C to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, required design meetings, consensus meetings, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District, subconsultants and by all regulatory agencies and additional definition of deliverables. The plan needs to take into account time for incorporating comments, back check for subconsultants, life cycle cost analysis and allocated time to do value engineering in the schematic and design development stages.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Architectural Program

Architect shall prepare for the District's review an architectural program as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- b. Review DSA codes pertaining to the proposed Project design.
- c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- e. Administer Project as required to coordinate work with the District and among Consultants.
- f. **Construction Cost Budget**

Architect shall have responsibility to validate current construction cost budget.

3. Presentation

Architect, along with any involved consultant(s), shall present and review with the District and, if directed, with the District's governing board, the summary and detail of work involved in this Phase, including two dimensional renderings of any proposed facility suitable for public presentation.

4. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one copy of each item in electronic format:

- a. Two copies of the Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations)
- b. Two copies of Site Plan;
- c. Two copies of revised Construction Cost Budget;
- d. Two copies of final Schedule of Services;
- e. Two copies of meeting Reports/Minutes from Kick-off and other meetings; and
- f. Two copies of renderings provided to District for public presentation.

EXHIBIT "B"
CONSULTANT HOURLY RATES

Attached are LPAS Hourly Rates as submitted in their Statement of Qualifications/Proposal in response to RFQ/P#14-002 Solano Community College District – Building 1200 Theater Project.

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) copies to the District along with the monthly billing.
- B. Architect shall complete Services required under the Development of Architectural Program section within **60 calendar days** after written authorization from the District to proceed. This is for both phases of the project.
- C. Architect shall complete Services required under the Schematic Design Phase within **60 calendar days** after written authorization from District to proceed. This is for both phases of the project.
- D. Architect shall complete Services required under the Design Development Phase within **60 calendar days** after receipt of a written authorization from District to proceed. This is Phase I Renovation project only.
- E. Architect shall complete Services required under Construction Documents Phase within **120 calendar days** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with the Construction Documents back-check stage and State Chancellor's Office approvals.
1. 50% Submittal Package **40 calendar days**
 2. 100% Submittal Package **60 calendar days**
 3. Final Contract Documents after Final Back-Check Stage **20 calendar days**

Construction Documents schedule is for the Phase I Renovation project only.

- F. The durations stated above include the review periods required by the District and all other regulatory agencies. Milestone schedule is noted below:

Start Preliminary Plans:	December 1, 2013
Complete Preliminary Plans & Submit to CCCCCO:	April 1, 2014
Start Working Drawings:	May 1, 2014
Complete Working Drawings & Submit to CCCCCO:	November 1, 2014
DSA Submittal:	December 1, 2014
DSA Approval:	May, 2015
CCCCCO Approval to Bid:	June, 2015

Bid and Award Phase:	June – August, 2015
Construction Start:	October, 2015
Construction End:	January, 2017

- G. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

LPAS

Standard Hourly Rate Schedule

Personnel	Hourly Rate
Principal	\$215
Project Manager 4	\$195
Project Manager 3	\$165
Project Manager 2	\$155
Project Manager 1	\$145
Designer 3	\$170
Designer 2	\$160
Designer 1	\$150
Project Architect 3	\$170
Project Architect 2	\$160
Project Architect 1	\$150
Prj. Coordinator 3	\$145
Prj. Coordinator 2	\$135
Prj. Coordinator 1	\$125
Project LA Architect 3	\$130
Project LA Architect 2	\$120
Project LA Architect 1	\$110
Project Administrator 3	\$130
Project Administrator 2	\$120
Project Administrator 1	\$100
Job Captain 3	\$110
Job Captain 2	\$100
Job Captain 1	\$90
Administrator 3	\$130
Administrator 2	\$110
Administrator 1	\$100
Staff 3	\$90
Staff 2	\$80
Staff 1	\$70

NOTE: These rates are subject to change annually on January 1st.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO ENLIGHT ENERGY EFFICIENT
LIGHTING INC., FOR IMPLEMENTATION OF DISTRICT
LIGHTING ENERGY EFFICIENCY PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for contract award to Enlight Energy Efficient Lighting Inc., to provide scope validation, design, and installation of energy efficient lighting and controls at SCCD Fairfield Campus, Vacaville, and Vallejo Center sites. Request for Proposals (RFP) was issued in October 2013, and on November 6, 2013, the District received five Statement of Proposals. The Selection Committee reviewed each Statement of Proposal and evaluated each respondent based on qualifications and cost proposal requirements set forth in the Request for Proposal document. The Selection Committee recommends Enlight as the contractor for the implementation of District Lighting Energy Efficiency Project.

Total fee for this contract is \$592,833.

Government Code: Board Policy: Estimated Fiscal Impact: Measure Q funds \$592,833

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

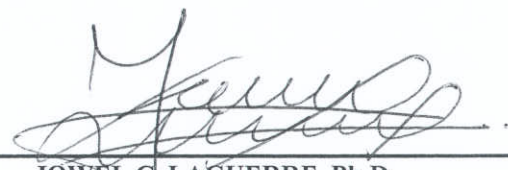
ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

November 8, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

November 8, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



AGREEMENT FOR DESIGN, INSTALLATION AND COMMISSIONING FOR LIGHTING ENERGY EFFICIENCY PROJECT

This Agreement for Design, Installation and Commissioning of Lighting Energy Efficiency Project ("Agreement") is made as of November 20, 2013 between the Solano Community College District ("District") and **ENLIGHT Energy Efficient Lighting Inc.**, ("Design-Builder") (together, "Parties").

- 1. Services.** Design-Builder shall furnish to the District the labor, equipment, material, and services as described in Exhibits "A-1" and "A-2" attached hereto and incorporated herein by this reference ("Services" or "Work").
- 2. Term.** Design-Builder shall commence providing services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such Services as required and will achieve Final Completion of the Services on or before April 11, 2014.
 - 2.1.** Final Completion means that each of the following has been achieved in accordance with Prudent Industry Practices and the other requirements of the Contract Documents: (a) All lighting fixtures and sensors have been installed; (b) All ancillary work to repair any damage caused by installation is complete; (c) Successful testing of all fixtures and sensors to ensure they function correctly; and (d) The installation is capable of operating safely in accordance with Prudent Industry Practices and all applicable Laws.
- 3. Liquidated Damages.** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Design-Builder's delay; therefore, Design-Builder agrees that it shall pay to the District the sum of TWO HUNDRED AND FIFTY DOLLARS (\$250) per day as liquidated damages for each and every day's delay beyond the Final Completion Date that Final Completion is not achieved or fails to correct a performance deficiency within 48 hours of SCCD notification, excluding weekends

It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Design-Builder under this Agreement, the District may seek recovery of Liquidated Damages from the Respondent's Performance Bond Surety and/or the District may seek recovery of Liquidated Damages from the Respondent or the Performance Bond Surety without having exhausted remedies against the other.

Grants/Rebates/Incentives. Design-Builder shall be responsible for obtaining all declared rebates from the public utility (PG&E) or any other declared source naming the SCCD as the payee. Design-Builder shall use commercially reasonable efforts to support the District in obtaining an extension, if allowed and if necessary. The District may seek recovery of the declared rebate from the Respondent's Performance Bond Surety and/or the District may seek recovery of declared rebate. This recovery is in the event that the Design-Builder failed to meet all the utilities requirements for rebates.

- 4. Submittal of Documents.** Design-Builder shall not commence the Work under this Agreement until the Design-Builder has submitted and the District has approved the



performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Signed Agreement | <input checked="" type="checkbox"/> Insurance Certificates and Endorsements |
| <input type="checkbox"/> Proposal | <input checked="" type="checkbox"/> Performance Bond |
| <input checked="" type="checkbox"/> Notice to Proceed | <input checked="" type="checkbox"/> Payment Bond |
| <input checked="" type="checkbox"/> Terms and Conditions to Contract | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Noncollusion Declaration | <input type="checkbox"/> Approved Submittals |
| <input checked="" type="checkbox"/> Prevailing Wage Certification | <input type="checkbox"/> Project Schedule |
| <input checked="" type="checkbox"/> Workers' Compensation Certification | <input checked="" type="checkbox"/> Exhibit "A-1" ("System Description") |
| <input type="checkbox"/> Criminal Background Investigation Certification | <input checked="" type="checkbox"/> Exhibit "A-2" ("Scope of Work") |
| <input type="checkbox"/> Drug-Free Workplace Certification | <input type="checkbox"/> Maintenance Services Agreement |
| <input type="checkbox"/> Tobacco-Free Environment Certification | <input checked="" type="checkbox"/> Performance Guarantee |
| <input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification | <input type="checkbox"/> _____[Other] |
| <input type="checkbox"/> Lead-Product(s) Certification | <input type="checkbox"/> _____[Other] |
| <input type="checkbox"/> Roofing Project Certification | |

The above-referenced documents shall be presented to the District for approval within seven (7) days after execution of the Agreement.

- 5. Compensation.** As compensation for the Work, the District shall pay to the Design-Builder Five Hundred Ninety Two Thousand and Eight Hundred Thirty Three DOLLARS (\$592,833) ("Total Contract Price"). Such amount shall not be increased without the express approval of the Board.
- 6. Expenses.** District shall not be liable to Design-Builder for any costs or expenses paid or incurred by Design-Builder in performing services for District.
- 7. Payment.** On a monthly basis, Design-Builder shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Agreement as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Design-Builder shall be paid a sum equal to ninety percent (90%), a higher retention amount is required pursuant to Public Contract Code section 7201(b)(4), of the value of the Work performed (as verified by District's designated representative and Inspector and certified by Design-Builder) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) any sums expended by the District in performing any of Design-Builder's obligations under the Agreement which Design-Builder has failed to perform or has performed inadequately; (2) defective Work not remedied; (3) stop notices as allowed by state law; (4) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (5) unsatisfactory prosecution of the Work by Design-Builder; (6) unauthorized deviations from the Agreement; (7) failure of the Design-



Builder to maintain or submit on a timely basis proper and sufficient documentation as required by the Agreement or by District during the prosecution of the Work; (8) erroneous or false estimates by the Design-Builder of the value of the Work performed; (9) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Design-Builder is liable under the Contract; and (10) any other sums which the District is entitled to recover from Design-Builder under the terms of the Agreement or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain 10% from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

- 8. Independent Contractor.** Design-Builder, in the performance of this Agreement, shall be and act as an independent contractor. Design-Builder understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Design-Builder shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Design-Builder's employees. Design-Builder shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
- 9. Standard of Care.** Design-Builder's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Lighting Practices and all Applicable Law, including the applicable provisions of California Code of Regulations, Title 24, Pacific Gas and Electric, Co.'s applicable rebate requirements ("PG&E"), and the District's Design Guides and Technical Specifications. Design-Builder represents and warrants that it is fully experienced in projects of the nature and scope of Work, and that it is properly qualified, licensed and equipped to supply and perform the Work. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 10. Originality of Services.** Design-Builder agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Design-Builder and shall not be copied in whole or in part from any other source, except that submitted to Design-Builder by District as a basis for such services.
- 11. Copyright/Trademark/Patent.** Design-Builder understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Design-Builder consents to use of Design-Builder's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 12. Notice to Proceed.** After the submittals of the lighting retrofit system is approved by the District, the District shall provide a Notice to Proceed to Design-Builder at which time Design-Builder shall proceed with the construction Work.



13.Site Examination. Design-Builder has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Design-Builder warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Design-Builder's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

14.Materials. Design-Builder shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

14.1. Anti-Trust Claim. Design-Builder and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Design-Builder, without further acknowledgment by the parties.

14.2. Substitutions. No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

14.3. Hazardous Materials. If any hazardous materials are to be provided by Design-Builder, then the environmental impact of the hazardous material usage must be discussed, including any special maintenance requirements and proper disposal/recycling at the end of its useful life. Any additional costs and/or District responsibilities related to materials containing hazardous materials must be clearly identified.

15.Equipment and Labor. Design-Builder shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

16.Warranty/Quality. Unless a longer warranty is called for elsewhere in this Agreement, the Design-Builder, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

17.Correction of Errors. Design-Builder shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Design-Builder's failure to comply with the standard of care required herein.

18.Lead-Based Paint. Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project,



and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Design-Builder must execute the Lead-Based Paint Certification, if applicable.

19.Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Design-Builder specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Design-Builder also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Design-Builder or a subcontractor. In addition to any other information requested, Design-Builder shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Design-Builder fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

19.1. For all approved changes in the scope of work that result in a net increase in costs to Design-Builder, the following format shall be used, supported by attached documentation.

	WORK PERFORMED OTHER THAN BY DESIGN-BUILDER	ADD
(a)	Material (attach itemized quantity & unit cost plus sales tax)	\$
(b)	Add Labor (attach itemized hours & rates, fully encumbered)	\$
(c)	Add Equipment (attach suppliers' invoice)	\$
(d)	Subtotal	\$
(e)	Add overhead and profit for any and all tiers of Subcontractor, the total not to exceed 10% of item (d)	\$
(f)	Subtotal	\$
(g)	Add overhead and profit for Design-Builder, not to exceed 5% of Item (f)	\$
(h)	Subtotal	\$
(i)	Add Bond and Insurance, not to exceed two percent (2%) of Item (h)	\$
(j)	TOTAL	\$
(k)	Time	___ Days

	WORK PERFORMED BY DESIGN-BUILDER	ADD
(a)	Material (attach itemized quantity & unit cost plus sales tax)	
(b)	Add Labor (attach itemized hours & rates, fully encumbered)	
(c)	Add Equipment (attach suppliers' invoice)	
(d)	Subtotal	
(e)	Add overhead and profit for Design-Builder, not to exceed 15% of item (d).	
(f)	Subtotal	
(g)	Add Bond and Insurance, not to exceed 2% of Item (f)	
(h)	TOTAL	
(i)	Time	___ Days

20.Workers. Design-Builder shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. The District may evaluate the Design-Builder in any manner which is permissible under the law. Any person in the employ of the Design-Builder or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

21.Design-Builder Supervision. Design-Builder shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

22.Safety and Security. Design-Builder is responsible for maintaining safety in the performance of this Agreement. Design-Builder shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

23.Clean Up. Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

24.Access to Work. District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Design-Builder shall provide safe and proper facilities for such access.

25.Protection of Work and Property. Design-Builder shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Design-Builder, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

26.Occupancy. District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.



27. Force Majeure. Design-Builder shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Design-Builder.

28. Termination.

28.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate Design-Builder only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Design-Builder. Notice shall be deemed given when received by the Design-Builder or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Design-Builder for work completed to date as a pro-rata amount of the full fees, costs, and expenses.

28.2. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

28.2.1. material violation of this Agreement by the Design-Builder; or

28.2.2. any act by Design-Builder exposing the District to liability to others for personal injury or property damage; or

28.2.3. Design-Builder is adjudged a bankrupt, Design-Builder makes a general assignment for the benefit of creditors or a receiver is appointed on account of Design-Builder's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Design-Builder. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, Design-Builder shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

28.3. Upon termination, Design-Builder shall provide the District with all documents produced maintained or collected by Design-Builder pursuant to this Agreement, whether or not such documents are final or draft documents.

29. Indemnification. To the furthest extent permitted by California law, Design-Builder shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including,

but not limited to, personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Design-Builder under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Design-Builder proposes to defend the indemnified parties.

30. Insurance.

30.1. The Design-Builder shall procure and maintain at all times it performs any portion of the Services the following insurance:

30.1.1. General Liability. An amount not less than \$1,000,000 each occurrence, \$2,000,000 aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

30.1.2. Automobile Liability Insurance. One Million Dollars (\$1,000,000) combined single limit per occurrence for any automobile that shall protect the Design-Builder and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Design-Builder.

30.1.3. Workers' Compensation and Employers' Liability Insurance. For all of the Design-Builder's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Design-Builder shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Design-Builder shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

30.1.4. Professional Liability (Errors and Omissions). One Million Dollars (\$1,000,000) for errors and omissions as appropriate to profession of engineer designing, coverage to continue through completion of construction plus two years thereafter.

30.1.5. Builder's Risk Insurance. On a replacement cost value basis, Design-Builder shall procure and maintain, during the life of this Agreement, Builder's Risk (Course of Construction), or similar first party property coverage to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to

enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

30.1.6. Umbrella or Excess Liability. Four Million Dollars (\$4,000,000) per occurrence to meet the policy limit requirements of the required policies if Design-Builder's underlying policy limits are less than required. There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy. Any Umbrella Liability Insurance Policy shall protect Design-Builder, District, State, and Project Manager(s) in amounts, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

30.1.7. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

30.1.7.1. For the general liability and automobile liability policies:

30.1.7.1.1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Design-Builder; instruments of Service and completed operations of the Design-Builder; premises owned, occupied or used by Design-Builder; or automobiles owned, leased, hired or borrowed by Design-Builder. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

30.1.7.1.2. For any claims related to the projects, Design-Builder's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Design-Builder's insurance and shall not contribute with it.

30.1.7.1.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

30.1.7.2. Design-Builder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

30.1.7.3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled

by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

30.1.7.4. Design-Builder shall furnish the District with Certificates of Insurance showing maintenance of the required insurance coverage and original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Work commence.

30.1.8. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

31.Payment Bond and Performance Bond. Design-Builder shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Construction Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

32.Permits and Licenses. Design-Builder and all Design-Builder's employees or agents shall secure and maintain in force, at Design-Builder's sole cost and expense, such permits and licenses as are required by law in connection with the furnishing of materials, supplies, or services pursuant to this Agreement.

33.Assignment. The rights, burdens, duties, or obligations of Design-Builder pursuant to this Agreement shall not be assigned by the Design-Builder without the prior written consent of the District.

34.Subcontractors. Subcontractors, if any, engaged by the Design-Builder for any Service or Work under this Agreement shall be subject to the approval of the District. Design-Builder agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Design-Builder shall subcontract any part of this Agreement, Design-Builder shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District.

35.Compliance with Laws. Design-Builder shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Design-Builder shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Design-Builder observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Design-Builder shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Design-Builder's receipt of a written termination notice from the District. If Design-Builder performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Design-Builder shall bear all costs arising therefrom.



35.1. Design-Builder hereby acknowledges that the Project Manager(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Design-Builder's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. Design-Builder shall be liable for any delay caused by its non-compliant Work.

35.2. Labor Code Requirements. Design-Builder shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Design-Builder and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Design-Builder or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

36.Certified Payroll Records: Design-Builder and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request.

37.Audit. Design-Builder shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Design-Builder transacted under this Agreement. Design-Builder shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Design-Builder shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Design-Builder and shall conduct audit(s) during Design-Builder's normal business hours, unless Design-Builder otherwise consents.

38.Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Design-Builder agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Design-Builder agrees to require like compliance by all its subcontractors.

39.Environmental Attributes and Energy Credits. District shall own all right, title, and interest associated with or resulting from the development, construction, installation and ownership of any facilities installed on the Project ("Generating Facilities"). This ownership includes the production, sale, purchase or use of the energy output including, and includes without limitation:

39.1. All Environmental Incentives associated in any way with the installation.
"Environmental Incentives" means all rights, credits (including tax credits), rebates, benefits, reductions, offsets and allowances and entitlements of any kind,

howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the installation or the energy reduction or otherwise from the development, construction, installation or ownership of the Lighting Energy Efficiency Project. Without limiting the forgoing, Environmental Incentives includes green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives programs offered by the State of California.

39.2. All reporting rights and the exclusive rights to claim responsibility for the reductions in emissions of pollution and greenhouse gases resulting from the reduction in energy use.

39.3. All carbon reduction credits as defined under the California Action Reserve or such similar definition as enacted by the State of California or the U.S. Federal Government.

40.Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

41.Confidentiality. Design-Builder and all Design-Builder's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services to the extent allowed by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

42.Disputes. In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Design-Builder agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by mediation if mutually agreeable, otherwise by litigation. The demand for mediation of any claim over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Design-Builder's submission of the request for final payment. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Design-Builder shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Design-Builder's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the claimant submits its written claim until the time



the claim is denied, including any time utilized by any applicable meet and confer process.

43. Attorney Fees and Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

44. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Solano Community College District
C/O Kitchell CEM
360 Campus Drive, Suite 203
Fairfield, California 94534

ATTN: Ines Zildzic

Design-Builder

ENLIGHT Energy Efficient Lighting
Inc.

5600 A Sunol Blvd.
Pleasanton, CA 95466

ATTN: Matt Tracy

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

45. Governing Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in county in which the District's administrative offices are located.

46. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

47. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

48. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party of its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

49. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.



50.Cooperation. The Parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Agreement.

51.Binding Contract. This Agreement shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

52.Authority to Bind Parties. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

53.No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

54.Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

55.Counterparts. This Agreement and all amendments to it may be executed in counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one document binding all the Parties hereto.

56.Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

57.Entire Contract. This Agreement sets forth the entire contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Agreement may be modified only in writing upon mutual consent.

[REMAINDER OF PAGE INTENTIONALLY BLANK]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**SOLANO COMMUNITY COLLEGE
DISTRICT**

Date: November 20, 2013

By: _____

Print Name: JOWEL C. LAGUERRE, Ph.D.

Print Title: Superintendent-President

Address: 360 Campus Lane, Suite 201
Fairfield, CA 94534

Telephone: 707-864-7112

Facsimile: 707-646-2085

E-Mail: jowel.laguerre@solano.edu

[DESIGN-BUILDER]

Date: _____, 20__

By: _____

Print Name: _____

Print Title: _____

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____



Information regarding Design-Builder:

Proper Name: ENLIGHT Energy Efficient Lighting Inc.

License No.: 866179

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: CA

☐ Limited Liability Company

☐ Other: _____

_____:

Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Design-Builder to furnish the information requested in this section.



Exhibit A-1

Design-Builder's entire Proposal is made part of this Agreement. District issued Request for Proposal document and Addendum 1 is made part of this Agreement. Summary of Scope of Services, as outlined in October 10, 2013 Request for Proposals is outlined below:

A. Contract Scope Summary:

As outlined in Exhibit A, Addendum 1, of October 10, 2013 issued Request for Proposals, Lighting Efficiency Upgrade project throughout Solano Community College District Facilities involves approximately 1,200 + LED exterior lighting fixtures and 300+ occupancy sensors.



Exhibit A-2

Scope of Work

Design-Builder's entire Proposal is made part of this Agreement. District issued Request for Proposal document and Addendum 1 is also made part of this Agreement.

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: _____

Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

Date: _____

Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Design-Builder hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Design-Builder's work on the Project for District.

Design-Builder further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Design-Builder if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Design-Builder's expense at no additional cost to the District.

Design-Builder has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Design-Builder and its employees will be providing services for the District, and because the Design-Builder's work may disturb lead-containing building materials, **DESIGN-BUILDER IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Design-Builder, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (**Including Title 8, California Code of Regulations, Section 1532.1**). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. Design-Builder shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Design-Builder.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Design-Builder, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, Design-Builder will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Design-Builder to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of Design-Builder to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.



The undersigned hereby acknowledges, under penalty of perjury, that he or she has received notification of potential lead-based materials on the owner's property, as well as the existence of applicable laws, rules and regulations governing work with, and disposal of, such materials with which it must comply. The undersigned also warrants that he or she has the authority to sign on behalf of and bind the design-builder.

Date: _____

Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

PERFORMANCE BOND
(100% of Contract Price)

(Note: Respondents must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the Solano Community College District, ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ (Project Name)

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

And WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize Principal in completing the Project nor shall Surety accept a Bid from Principal for completion of the Work if the District, when declaring the Principal in default, notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period ending one year after the date of Final Completion during which



time Surety's obligation shall continue if Design-Builder shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The above obligation is separate from and does not affect to the obligations under the Performance Guarantee, the Maintenance Services Agreement, or any warranty obligations that are effective for any period longer than one year following the Final Completion date.

Nothing herein shall limit the District's rights or the Design-Builder or Surety's obligations under the Contract, law or equity, including, but not limited to, the District's rights against Design-Builder under California Code of Civil Procedure section 337.15

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Successful Respondent must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.



PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Respondents must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the Solano Community College District, (or "District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ (Project Name)

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.



And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Successful Respondent must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO ACCOUNTEMPS, A ROBERT
HALF COMPANY

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for a contract award to Accountemps, a Robert Half Company. Accountemps specializes in providing accounting, financial, and administrative staffing solutions. An interim bond "Business Operations Coordinator" is required to fulfill administrative and business duties while the District hiring process for the permanent position is carried out. For a period beginning on Monday, September 16, 2013 and ending on Friday, April 4, 2014, a total of 30 weeks, a temporary position will be created at a rate of \$33.00/hour, which includes all benefits and fees to the Robert Half Company. The contract is hourly and will not exceed \$39,600.

Government Code: Board Policy: Estimated Fiscal Impact: \$39,600.00 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL

☐ DISAPPROVAL

☐ NOT REQUIRED

☐ TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

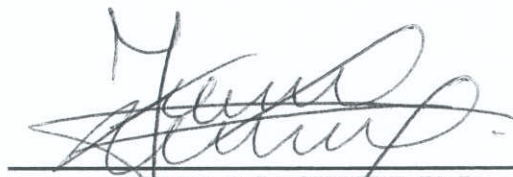
ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

November 8, 2013
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


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

November 8, 2013
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES Temporary Staffing Solutions

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 20th day of November, 2013 by and between the Solano Community College District, ("District") and Accountemps, A Robert Half Company ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Temporary Staffing Solutions as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on September 16, 2013 and will diligently perform as required and complete performance by April 4, 2014 , unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u> <u> X </u> <u> </u> <u> </u> <u> </u>	Signed Agreement Workers' Compensation Certification Insurance Certificates and Endorsements W-9 Form Other: _____
---	--

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement based on mutually agreed upon hourly rates for each temporary staff employed by the District.

The District shall pay Consultant according to the following terms and conditions:

4.1 Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product and services as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

- 4.1.1** Electronic time record or a time sheet for verification and District approval at the end of each week. D
- 4.1.2** Compensation to temporary staff will be on a weekly basis and District will be billed weekly for the total hours worked, including time spent completing, revising, and or resubmitting a timesheet or electronic time record during business hours.
- 4.1.3** If applicable. Overtime will be billed at 1.50 times the normal billing rate. Consultant shall comply with Federal laws and definition regarding overtime hours.
- 4.1.4** Conversion rate is 35% of the professional's aggregate annual compensation, including bonuses.

4.2 The Services shall be performed at the hourly billing rates reviewed and negotiated at the time of temporary staffing hire. If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.

4.3 If Consultant works at more than one site, Consultant shall invoice for each site

separately.

5 Expenses. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.

6 Independent Contractor. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7 Materials. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

8 Performance of Services.

8.1 Standard of Care. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2 Meetings. Consultant and District agree to participate in regular project meetings to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3 District Approval. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

9 Originality of Services. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10 Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in

said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11 Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12 Termination.

12.1 For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2 For Convenience by Consultant. Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3 For Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1 material violation of this Agreement by the Consultant; or

12.3.2 any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3 Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13 Indemnification. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

14 Insurance.

14.1 The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.1.1 Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3 Professional Liability (Errors and Omissions). Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2 Proof of Carriage of Insurance. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4 All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

15 Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16 Compliance with Laws. Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17 Certificates/Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18 Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19 Anti-Discrimination. It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code

Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subconsultant (s).

20 No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21 District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

21.1 Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

21.2 Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

22 Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

23 Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

24 Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Solano Community College District
360 Campus Drive, Suite 201
Fairfield, California 94534

ATTN: Leigh Sata

Consultant:

Accountemps, A Robert Half Company
5030 Business Center Drive, Fairfield CA
94534

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25 Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

- 26 California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
- 27 Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 28 Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 29 Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
- 30 Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 31 Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 32 Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 33 Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 34 Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 35 Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 36 Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20__

Dated: _____, 20__

Solano Community College District

By: _____

By: _____

Print Name: JOWEL C. LAGUERRE, Ph.D.

Print Name:

Print Title: Superintendent-President

Print Title:

Information regarding Consultant:

License No.:

:

Address: 5030 Business Center Drive, Fairfield,
CA 94534

Employer Identification and/or
Social Security Number

Telephone: 1-800-803-8367

Facsimile:

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

☒ Corporation, State: California

____ Limited Liability Company

____ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant will provide temporary staffing needs for the District, as requested and approved by the District. Individual temporary staffing positions hourly rates will be reviewed and mutually agreed upon prior to commencement of individual's work with the District.

AGENDA ITEM 13.(f)
MEETING DATE November 20, 2013

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO NINYO AND MOORE FOR DUE
DILIGENCE REPORT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for contract award to Ninyo and Moore to provide a Phase 1 Environmental Assessment (ESA) for a site contiguous to the existing Vallejo Center. A short form contract is part of this approval. The scope is described in the proposal and the work will be complete within three weeks.

Total fee for this contract is \$3,500.

Government Code: Board Policy: Estimated Fiscal Impact: State Funding \$3,500
Measure Q Bond Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

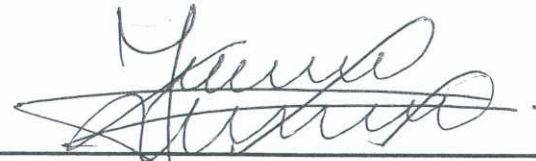
ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

November 8, 2013
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


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

November 8, 2013
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

October 10, 2013
Proposal No. P-82487

Mr. Landis Graden
Dutra Cerro Graden, Inc.
22551 Second Street, Suite 255
Hayward, California 94591

Subject: Proposal for Phase I Environmental Site Assessment
1400, 1401, 1500, and 1501 Sonata Drive
Vallejo, California 94541

Dear Mr. Graden:

In accordance with your request, Ninyo & Moore is pleased to submit this proposal to perform a Phase I Environmental Site Assessment (ESA) for the addresses 1400, 1401, 1500, and 1501 Sonata Drive in Vallejo, California (site). We understand that the site consists of vacant land and will potentially be purchased by the Solano County Community College District for the purposes of expanding their Vallejo Center

Our scope of services for the Phase I ESA will be consistent with the ASTM International (ASTM) 2005 guidance (Designation Number E1527-05). The objective of the Phase I ESA will be to evaluate whether past or current activities have resulted in "recognized environmental conditions," as defined in ASTM E1527-05. We have prepared the following scope of services and fee quotation based on your request and information provided by you.

SCOPE OF SERVICES

- Review ownership records for the site, if provided by the client, to evaluate probable past site uses and the possible impact on the current environmental status of the site.
- Review readily available a Preliminary Title Report, and maps and reports pertaining to the subject property. The client will be requested to provide copies of documents in its possession.
- Conduct interviews with property representatives regarding the environmental status of the site.
- Perform a site reconnaissance to visually identify areas of possibly contaminated surficial soil or surface water, improperly stored hazardous materials, possible sources of poly-

chlorinated biphenyls, and possible risks of contamination from activities at the property and adjacent properties.

- Review readily available local regulatory agency files for the property. Requests will be made to the Solano County Environmental Health Department, the local Air Pollution Control District, and the local Fire and Building Departments.
- Review available regulatory agency databases for the subject property and for properties located within a specified radius of the site. The purpose of this review is to evaluate the possible environmental impacts to the subject property. Databases identified locations of known hazardous waste sites, landfills, and leaking underground storage tanks, permitted facilities that utilize underground storage tanks, and facilities that use, store, or dispose of hazardous materials.
- Review readily available historical documents, including aerial photographs (subject and adjacent properties), Sanborn Insurance Maps (subject and available adjacent properties), Building Department Records (subject property only), and reverse city directories (subject property and available adjacent properties), as appropriate.
- Prepare a Phase I ESA report for the site. The Phase I ESA report will document findings and provide opinions and recommendations regarding possible environmental impacts at the site.

In accordance with ASTM E1527-05, the following, which is not intended to be all inclusive, represents out-of-scope items with respect to this Phase I ESA and, therefore, will not be addressed: asbestos and lead based paint, radon, lead in drinking water, wetlands, regulatory compliance, cultural and historic risk, industrial hygiene, health and safety, ecological resources, endangered species, indoor air quality, and high-voltage power lines. In addition, Ninyo & Moore will not address interpretations of zoning regulations, building code requirements, or property title issues.

UNDERSTANDINGS

The following conditions will apply to the performance of the scope of services described herein:

- The visual observations made by Ninyo & Moore will be limited to the surface area of the subject property and contiguous sites. Subsurface explorations, soil sampling, surface and groundwater sampling, and chemical analyses are not included in this proposal.
- The Phase I ESA for the subject property will be conducted by Ninyo & Moore expressly and solely for the client and its assigns. The evaluations, findings, conclusions, and recommendations contained in the site assessment report will represent Ninyo & Moore's professional judgment and opinion. The report will be based solely on information gained from direct observation, personal interviews, and examinations of regulatory records. In the event any conditions differing from or additional to those described in the Phase I ESA are encountered at a later time, Ninyo & Moore reserves the right to review such conditions and

to modify, as appropriate, the assessments and conclusions given in the site assessment report.

- Any use of, or reliance upon, the information, assessments, or conclusions contained in the Phase I ESA report for purposes other than liability assessment shall be at the sole liability of the party undertaking such use.
- Government agency records will be requested using postal addresses or APNs provided by the client or found during historical review. Please provide us with any known street addresses or APNs for the site.

COMPENSATION

The lump-sum fee for the tasks discussed above is: **\$3,500 (Three Thousand Five Hundred Dollars)**

SCHEDULE

Following receipt of your written authorization to proceed, Ninyo & Moore will commence services described herein. The Phase I ESA will take approximately three weeks to complete. If the terms and conditions of this proposal meet with your approval, please sign and return one copy of attached Work Authorization and Agreement to initiate project activities.

We trust that this proposal satisfies your current requirements and assure you that Ninyo & Moore will be responsive to your needs. If you have additional questions or comments, please contact me at (510) 343-3000.

Sincerely,
NINYO & MOORE




Kris M. Larson, PG 8059
Principal Environmental Geologist

KML/DWB/caa

Attachments: Work Authorization and Agreement

Distribution: Addressee (via e-mail)



Duane W. Blamer, PG
Manager, Environmental Sciences

WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to:

NINYO & MOORE
1956 Webster Street, Suite 400
Oakland, California 94612

PROJECT NO. P-82487

1. PROJECT ADDRESS: 1400, 1401, 1500, and 1501 Sonata Drive, Vallejo, California.
2. PROJECT DESCRIPTION: Proposal for Phase I Environmental Site Assessment.
3. SCOPE OF STUDY: Please refer to proposal dated October 10, 2013.
4. FEE: \$3,500 (Three Thousand Five Hundred Dollars – Lump Sum).
5. PORTION OF FEE IN ADVANCE OF WORK: None.
6. CLIENT: Dutra Cerro Garden, Inc.
22551 Second Street, Suite 255, Hayward, California 94591
PHONE: (707) 304-4340
CONTACT: Mr. Landis Graden
PHONE: (707) 304-4340
7. STATEMENT TO BE SENT TO: CLIENT

CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, hereinafter referred to as CONSULTANT, and Dutra Cerro Garden, Inc., hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as Project No. P-82487 dated October 10, 2013 and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CONSULTANT under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the environmental sciences profession practicing contemporaneously under similar conditions in the locality of the project. It is important to recognize that even the most comprehensive scope of services may fail to detect environmental liabilities on a particular site. Therefore, CONSULTANT cannot act as an insurer and cannot "certify" that a site is free of environmental contamination. Under no circumstance is any warranty, express or implied, made in connection with the providing of environmental sciences consulting services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CONSULTANT to perform the work set forth in this agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. Client will protect all property, inside and out, including all plants and landscaping. CONSULTANT will take reasonable precautions to reduce the potential for damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage or alteration is not part of this AGREEMENT unless so specified in the Proposal.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CONSULTANT will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim, with compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

CONTAMINATED MATERIALS

In performing environmental, hydrologic, or hydrogeologic services, CONSULTANT may excavate or otherwise come in contact with hazardous materials. CLIENT represents that CLIENT has informed CONSULTANT of the presence of any known hazardous materials.

CLIENT recognizes that a project site containing hazardous materials may not perform as anticipated by CLIENT, even though CONSULTANT's services are performed with currently acceptable levels of care and skill. Further, CLIENT acknowledges that, while necessary for site exploration, commonly used exploration methods such as drilling borings and excavating trenches involve an inherent risk. For example, exploration on a project site containing contaminated materials may result in inducing cross-contamination and/or other negative effects.

Unanticipated hazardous materials may be encountered in an area where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CLIENT agrees to compensate CONSULTANT for any equipment decontamination or other costs arising out of the discovery of hazardous materials.

CONSULTANT agrees to notify CLIENT when hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event that the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense cost for injury or loss arising from CONSULTANT's discovery of hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of development projects and any cost associated with possible reduction of the property's value.

CLIENT will be solely responsible for the ultimate disposal of any materials secured by CONSULTANT which are found to be contaminated. Such materials include, but are not limited to, drilling mud, soil, groundwater, and other materials removed from excavations. Contaminated materials will be placed in suitable storage containers, labeled, and left on site.

SAMPLE DISPOSAL

CONSULTANT will dispose of soil, rock, and water samples collected for analyses approximately thirty (30) days after the laboratory analysis report date. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

BILLING AND PAYMENT

CLIENT will pay CONSULTANT in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to CLIENT by CONSULTANT, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CONSULTANT per CONSULTANT's current fee schedules. In the event CLIENT fails to pay CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay the CONSULTANT's invoice as a breach of this AGREEMENT and CONSULTANT may cease work on the project. At CONSULTANT's option, CONSULTANT may waive said major breach upon payment by CLIENT of all arrearages and outstanding invoices.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by either party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

RISK ALLOCATION

Many risks potentially affect CONSULTANT by virtue of entering into this AGREEMENT to perform professional consulting services on behalf of CLIENT. The principal risk is the potential for human error by CONSULTANT. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CONSULTANT's liability, CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all other parties for claims arising out of CONSULTANT's performance of the services described in this AGREEMENT. The aggregate liability of CONSULTANT will not exceed \$50,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party, and CLIENT agrees to indemnify and hold harmless CONSULTANT from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CONSULTANT as a third-party defendant. Parties means CLIENT and CONSULTANT and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CONSULTANT agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

INDEMNIFICATION

If any claim is brought against CONSULTANT, its employees, agents and subcontractors and/or CLIENT by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of CONSULTANT and Client, subject to the paragraph titled "Risk Allocation" above, such claim shall be determined as follows:

1. If any negligence, breach of contract, or willful misconduct of CONSULTANT caused any damage, injury, or loss claimed by the third party, then CONSULTANT and CLIENT shall each indemnify the other against any loss or judgment on a comparative reasonability basis under comparative negligence principles (CLIENT responsibility to include that of its agents, employees, and other contractors); and
2. Unless CONSULTANT was liable for negligence, breach of contract, or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, CLIENT shall indemnify CONSULTANT against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

DISPUTES RESOLUTION

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:

1. The claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and;
2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

GOVERNING LAW AND SURVIVAL

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Risk allocation and indemnities will survive termination or failure of this AGREEMENT for any cause.

The parties have read, or had the opportunity to read, the foregoing, including all attachments, addendums, and exhibits hereto, have had an opportunity to discuss the same, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

Printed Name of Client or Authorized Agent

Signature of Client or Authorized Agent

Kris M. Larson, P.G. 8059
Principal Environmental Geologist

Date

10/10/13

Date

PM:

Ninyo & Moore

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CHANGE ORDER NO. 01 TO GRADETECH
CONSTRUCTION FOR VACAVILLE PARKING LOT
EXPANSION PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Change Order No. 01 to GradeTech Construction contract for Vacaville Parking Lot Expansion Project. Attached are the Change Order Request Breakdown and the Change Order Summary.

Revised contract figures are as follows:

Contract Award Amount	\$	1,398,000.00
Prior Change Orders	\$	-
Change Order No. 01	\$	50,984.96
Total Change Orders	\$	50,984.96
Revised Contract Amount	\$	1,448,984.96

Government Code: Board Policy: Estimated Fiscal Impact: \$50,984.96 Measure G Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

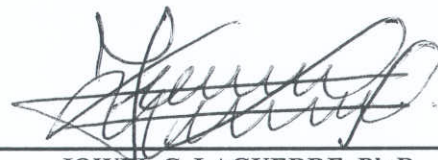
ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

November 8, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 8, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



Solano Community College District
 360 Campus Lane Suite 203
 Fairfield, CA 94534
 Tel: 707-864-7189 Fax: 707-207-0423

KITCHELL CEM

Change Order # 1
 Project No.: 12-004
 Date: 11/20/2013

DSA File No. : 48-C1
 DSA Number: 02-112992

Project: Vacaville Center Parking Lot Expansion
 2001 N. Village Parkway
 Vacaville CA

Architect: HA+A
 P.O. Box 1687
 Vacaville, CA 95696

To: GradeTech Inc.
 P.O. Box 1728
 San Ramon CA 94584

The Contract is Changed as Follows:

Item #		Amount	Days Added
01	(PCO 04) ROW permit additional Irrigation Sleeves	\$ 2,864.00	0
02	(PCO 03) ROW permit changed storm drain connection changes	\$ 3,472.34	0
03	(PCO 13) Additional electrical boxes between Electrical room and parking lot not on plans.	\$ 568.70	0
04	(PCO 17) Additional gate valves for isolation of irrigation system at parking lot	\$ 618.73	0
05	(PCO 6) Light Pole bases at drive isle were raised to prevent cars from hitting poles. Additional Concrete needed to offset predrilled depth of pole locations prior to change.	\$ 1,705.00	0
07	(PCO 12) Added A/C and Wheel Stops at redwood header section that was designed for future parking lot expansion.	\$ 4,378.00	0
08	(PCO 8) Costs associated to SWPPP Implementation	\$ 11,000.00	0
09	(PCO 11) Permanent Fencing -Chain link fence along northerly boundary of District property added.	\$ 13,660.90	0
10	(PCO 20) Existing conditions showed incorrect flow pattern based on actual elevation. Added A/C needed to be removed. Additional concrete needed removed and repoured to provide correct drainage	\$ 714.26	0
11	(PCO 07) Soft Soil at (N) Drive onto N Village Pkwy needed to be remediated by overexcavating soft soil and fabric added to remedy unstability of soil.	\$ 12,003.03	0

TOTAL COST OF CHANGE ORDER	\$	50,984.96
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Original Contract Sum:	\$	1,398,000.00
Total change By Previous Change Orders:	\$	-
Contract Sum Prior to This Change Order:	\$	1,398,000.00
Original Contract Sum will be Increased by This Change Order:	\$	50,984.96
The New Contract Sum Including This Change Order Will Be:	\$	1,448,984.96
The New Contract Completion Date Will Be:		12/24/2013
The Contract Completion Date Is:		12/24/2013
Contract Time Will be Changed by This Change Order:		0
The date of substantial completion as of the of this change order is		12/24/2013

ARCHITECT:

Robert Henley
Architect
HA+A Architects

Date:

CONTRACTOR:

Chris Jordan
Project Manager
Grade Tech Inc.

Date:

OWNER:

Leigh Sata
Executive Bonds Manager
Solano Community College District

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CHANGE ORDER NO. 02 TO THE SUPOWER
CORPORATION FOR THE PHOTOVOLTAIC PROJECTS

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Change Order No. 2 to the SunPower Corporation base contract for the Photovoltaic projects. Attached are the Change Order Requests Breakdown and Change Order Summary.

Revised contract figures are as follows:

Contract Award Amount	\$	11,700,000
Prior Change Orders	\$	393,401
Change Order No. 02	\$	435,979
Total Change Orders	\$	829,380
Revised Contract Amount	\$	12,529,380

Government Code: Board Policy: Estimated Fiscal Impact: \$435,979 Measure G Funds

SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

November 8, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

November 8, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Sunpower Corp. -Solar Project

Item#	Description	Negotiated Amount	Reason	CO
1	Sunpower (SPWR) is requesting financial compensation address the existing 24" RCP Storm Drain that ties into the drain inlet was in conflict with the concrete pier foundation "H" on Array # 002. The storm drain (as it is installed) lays directly underneath the location of the concrete drilled pier called out as column "H". Array #002. The As-Built drawings that were provided by the District inaccurately showed the location of the storm drain, therefore SPWR was required to bridge the storm drain with a spread footing in lieu of the concrete pier foundation as specified in the contract. Similarly, the electrical lighting on the As-Built drawings did not depict the accurate lighting wiring to the light pole and the electrical lines were damaged during excavation activities. SPWR furnished and installed new electrical lines.	\$ 12,587.00	Unforeseen Condition	2
2	Sunpower (SPWR) is requesting financial compensation address the 36" storm drain at the Fairfield Campus-South Lot was in conflict with several carport foundations. The District directed Sunpower to re-configure the array layout based on STV Campus Master Plan. Due to the re-orientations of the arrays, there was a conflict with the existing storm drain. SPWR was required to change (4) four spread footing dimensions to accommodate the shallow depth of the storm drain. In addition, SPWR encountered a french drain that was in conflict with the foundations at array #10 which was not depicted in the as built drawings that were provided by the District. SPWR was required to remove and relocate the french drain as a result of the re configuration of the array layout.	\$ 38,592.00	Owner Change	2
3	Sunpower (SPWR) is requesting financial compensation address the district requested that SPWR install Green Machine light fixtures which are 277V. The existing light Pole circuits at the Fairfield Campus parking lots were found to be 480v, therefore Sunpower supplied and installed a step-down transformer per the owner's request as referenced in RF# 011.	\$ 5,365.00	Owner Change	2
4	Sunpower (SPWR) is requesting financial compensation for the interconnection upgrades at the North & South lot of the Fairfield Campus due to recent local utility requirements. These requirements were mandated by PG&E in their supplemental review dated April of 2013. The contracted solar system design and scope to interconnect at the Fairfield North & South Lot were completed February 2013. In previous completed projects of similar size and performance, the local utility (PG&E) has approved the use of a medium voltage fused switch for the interconnection. The Medium Voltage Switchgear upgrade has increased various items such as Medium Voltage equipment gear size, pad size, pre-energization testing scope. SPWR procured & furnished the long lead switchgear (15 weeks) to avoid any further cost increases due to escalations and prolonged schedule delays.	\$362,093.00	Agency Requirement	2
5	SunPower is requesting financial compensation to address the sidewalk replacement under array #10 at the south parking lot located in the Fairfield Campus. The existing sidewalk is currently out of ADA compliance and DSA will not sign off on the project until this matter is corrected. Array #10 was placed at this location by STV as directed by the District Sunpower to re-configure the array layouts to align with (STV) District Master Plan.	\$ 17,342.00	Owner Change	2
7	Per Exhibit A-2, Sunpower is responsible for the installation of the Solar Structures and the wiring to the Inverters. This cost is for the design from the Inverter/ Disconnect to the PG&E point of connection (POI). The PG&E background design was not available at the time of the RFQ/P and was determined the design from the inverters to PG&E POI would be completed at a later date.		Owner Change	2
8	SunPower (SPWR) is requesting a non-compensable time extension for the Fairfield South Lot due to the setbacks in addressing the storm drain, french drain and to redesign (4) four spread footings on this site. Sunpower is requesting a non-compensable contract substantial completion date extension to January 31, 2013.		Non-Compensable Time Extension	2
9	SunPower (SPWR) is requesting a non-compensable time extension for the Fairfield South Lot due to the setbacks in addressing the storm drain, french drain and to redesign (4) four spread footings on this site. Sunpower is requesting a non-compensable contract substantial completion date extension to January 31, 2013.	\$ -	Non-Compensable Time Extension	2
10	SunPower (SPWR) is requesting a non-compensable time extension for the Vacaville Campus due to not being able to begin work until the new parking of expansion had begun. The work commenced after October 1, 2013 and will not be complete until January 31, 2013.	\$ -	Non-Compensable Time Extension	2
TOTAL		\$ 435,979.00		

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

TO: Members of the Governing Board

**SUBJECT: JOINT USE AGREEMENT BETWEEN THE CITY OF
FAIRFIELD AND SOLANO COMMUNITY COLLEGE**

REQUESTED ACTION: APPROVAL

SUMMARY:

A joint use agreement between Solano Community College District and the city of Fairfield is being presented to the Governing Board for approval. The agreement provides for joint use of a video studio and related facilities in TV Room 121 on Solano College's main campus to operate and maintain public, educational, and governmental television programming (PEG).

Joint use of the studio facilities will support the College's educational programs and activities and will not interfere with the educational program or activities of the College or any class conducted on site. The term of the agreement shall be for five (5) years.

A copy of the Agreement is available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of the Interim Vice President of Academic Affairs.

Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: N/A
BOT 2013-14 Goal: #3 Access and Success

SUPERINTENDENT'S RECOMMENDATION: ☒ **APPROVAL** ☐ **DISAPPROVAL**
☐ **NOT REQUIRED** ☐ **TABLE**

Diane White, Interim Vice President
Academic Affairs

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

707-864-7195

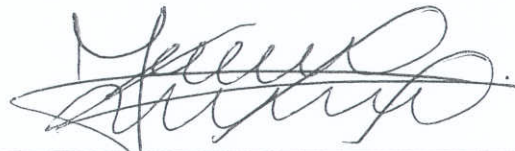
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

November 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

-DRAFT-

**JOINT USE AGREEMENT BETWEEN
THE CITY OF FAIRFIELD AND SOLANO COMMUNITY COLLEGE**

The Joint Use Agreement (the "Agreement") is made and entered into as of _____, 2013, by and between the City of Fairfield (the "City"), a municipal corporation, and Solano Community College (the "College"), a California community college.

Recitals

A. The College owns a building located at [insert address] (the "Site") at which location the College operates a video studio and related facilities in TV Room 121 (the "Studio").

B. The City and the College desire to provide for joint use of the Studio and the related equipment (collectively, the "Studio Facilities") to operate and maintain public, educational and governmental television programming (PEG Access).

C. The College is authorized pursuant to Article 6 of Chapter 2 of Part 49 of Division 5 of Title 5 of the California Education Code (commencing with Section 81420), to enter into an agreement with a city for the joint occupancy and use of a building following a determination that such joint occupancy and use of the building will not interfere with the educational program or activities of any school or class conducted upon the real property or in any such building.

D. The College finds that the joint use of the Studio Facilities to operate and maintain PEG Access will support the College's educational programs and activities and will not interfere with the educational program or activities of the College or any class conducted at the Site.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

Section 1. Term.

A. This Agreement shall be for a term of five years, commencing on the date of this Agreement and ending on _____, 2018 (the "Initial Term"), unless terminated earlier, as provided for in this Agreement.

B. Subject to approval by the College, the City shall have the option to renew the Agreement for an additional term of five years following expiration of the Initial Term. To exercise this option to renew, the city must give the College written notice at least [three] months, but not more than [12] months, before the expiration of the Initial Term.

Section 2. Joint Use.

A. Subject to the terms and conditions of this Agreement, the College hereby agrees to permit the City to use the Studio Facilities from 8:00 AM to 5:00 PM, Monday through

Friday, and during such other times with permission of the College. Notwithstanding the preceding sentence, the City shall have access at all times to the headend in the Studio Facilities.

B. The College shall have use of the Studio Facilities at all times that the City is not using the Studio Facilities as provided in paragraph A. of this Section. The College shall not use the Studio Facilities to provide student instruction unless the Studio Facilities are an integral part of the course.

C. In consideration for the City's use of the Studio Facilities, the City shall provide the equipment identified in Exhibit A hereto (the "City Equipment"), and shall renovate the Studio in accordance with the scope of work provided in Exhibit B hereto (the "City Renovation"). The City Renovation shall be completed by [insert date]. Any renovations or modifications to the Studio Facilities proposed by the City and not identified in Exhibit B shall require the express written approval of the College.

D. The College shall not permit any person to use any equipment in the Studio Facilities unless the person has been properly trained to use such equipment. Enrollment in, or completion of, one of the following courses, or an equivalent course approved by [insert title of College Staff responsible for Studio Facilities], shall satisfy this condition:

- TV 050 Survey of Broadcasting
- TV 055 Beginning Television Production
- TV 056 Advanced Television Production
- TV 060 Television and Film Writing
- TV 061 Advanced Film Writing
- TV 099 Telecommunications Honors
- COMM 075 Sports Broadcasting
- CINA 010 The Art of Cinema
- CINA 011 American Cultures in Film
- CINA 015 Film Production
- CINA 016 Film Production

E. The College shall not modify or renovate the Studio Facilities without the express written consent of the City.

Section 3. Maintenance and Operations.

A. The College shall be responsible for providing and bearing the cost of all utilities, including gas, electricity, water, and sewer, and telecommunications, internet connectivity, data communication, janitorial and security services.

B. The College and the City shall keep the Studio Facilities in good operating condition. The City shall be responsible for regular maintenance and repair of the City Equipment. The College shall be responsible for regular maintenance and repair of the Studio Facilities, excluding the City Equipment.

C. All cables, microphones, camera equipment and other television programming equipment shall be safely stored.

D. The party responsible for any damage or destruction to, or loss of, any portion of the Studio Facilities shall be obligated to repair or replace such portion of the damaged, destroyed or lost Studio Facilities; provided, however, that with respect to the City Equipment, the City shall have the sole discretion to determine the appropriate means of repair or replacement. Notwithstanding any provision to the contrary, in the event that the College is responsible for any damage or destruction to, or loss of, any portion of the Studio Facilities and fails to repair or replace such damaged, destroyed or lost Studio Facilities within six months of the occurrence of the damage, destruction or loss, the City shall have the right to terminate this Agreement upon 30 days written notice to the College.

Section 4. PEG Access. In further consideration for the City's use of the Studio Facilities, the City shall allow the College to use one PEG Access channel for noncommercial educational programming.

Section 5. Headend. The City shall install the headend and bear the cost of such installation. The City shall be responsible for the regular maintenance and repair of the headend.

Section 6. Independent Contractor Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

Section 7. Replacement of the Site.

A. The City and the College acknowledge that the College anticipates constructing a new building to replace the Site, in which the College will relocate the Studio Facilities (the "Replacement Facilities"). The College shall consult with the City regarding the design, plans and specifications for the Replacement Facilities.

B. As soon as practical, the College shall inform the City in writing regarding the date on which the College plans to cease using the Site.

C. During the term of this Agreement, the College shall either (i) maintain the Site and the Studio Facilities or (ii) provide joint use of the Replacement Facilities pursuant to the terms of this Agreement, and bear all costs for relocating the Studio Facilities to the Replacement Facilities.

Section 8. Indemnification.

A. The College shall indemnify, defend, and hold harmless the City, its directors, officers, agents, employees and volunteers from and against any and all claims, suits, actions, causes of action, losses, damages, or liabilities of any kind, nature or description, including payment of litigation costs and attorneys' fees, brought by any person or persons for or on account of any loss, damage or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, directly or indirectly arising or resulting from any alleged acts or omissions of the College, its directors, officers, employees, agents, subcontractors or volunteers in the performance of this Agreement.

B. The College shall indemnify and hold harmless the City, its directors, officers, agents, employees and volunteers from and against any and all claims or other injury, including costs of litigation and attorneys' fees, arising from or in connection with claims or loss or damage to person or property arising out of the failure to comply with any applicable laws, rules, regulations or other requirements of local, state or federal authorities, for claims of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or at equity which, directly or indirectly, result from the College's performance of this Agreement.

C. The City shall indemnify, defend, and hold harmless the College, its directors, officers, agents, employees and volunteers from and against any and all claims, suits, actions, causes of action, losses, damages, or liabilities of any kind, nature or description, including payment of litigation costs and attorneys' fees, brought by any person or persons for or on account of any loss, damage or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, directly or indirectly arising or resulting from any alleged acts or omissions of the City, its directors, officers, employees, agents, subcontractors or volunteers in the performance of this Agreement.

Section 9. Insurance. The College and the City shall maintain in full force and effect at all times during the term of this Agreement insurance as required by this Section.

A. Comprehensive Liability Insurance. Comprehensive liability insurance, including protective, completed operations and broad form contractual liability, property damage and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage. The limits of such coverage shall be at a minimum: (1) bodily injury including death, \$1,000,000 for each person and each occurrence and \$2,000,000 in the aggregate; and (2) property damage, \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Any deductible or self-insured retention exceeding \$25,000 shall be declared to and approved by the other party.

B. Equipment Insurance. Insurance on all equipment and facilities, including fixtures, funded in whole or in part under this Agreement to full replacement cost. The insurance shall include, at a minimum, insurance against loss or damage beyond the user's control, theft, fire or natural catastrophe. The City shall maintain the insurance required by this paragraph for the City Equipment. The College shall maintain the insurance required by this paragraph for all equipment that comprises the Studio Facilities but excluding the City Equipment.

C. Workers' Compensation. Full Workers' Compensation Insurance and Employer's Liability with limits as required by California law.

D. Property Insurance. The College shall maintain insurance against loss or damage to any part of the Site against all perils included within the classification of fire, extended coverage, vandalism, and malicious mischief. Said fire and extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke, sprinkler damage, boiler explosion and such other hazards as are normally covered by such insurance. Such insurance shall be in an amount equal to 90 percent of the replacement cost of the Site and all improvements thereon. Such insurance may be maintained

as part of or in conjunction with any other fire and extended coverage insurance carried or required to be carried by the College. The insurance policy required under this Paragraph D. may include a deductible in an amount not exceeding \$50,000 expressed in 2013 dollars, to be adjusted annually for the rate of inflation, as measured by the Consumer Price Index for the State, as maintained by the Bureau of Labor Statistics, United States Department of Labor.

E. Each Party as Co-Insured or Additional Insured. Each party shall be named as co-insured or additional insured on all aforementioned insurance policies of the insured party. The policies shall provide that the insurance company or the insured party may effect no cancellation, major change in coverage or expiration without first giving the other party thirty (30) days written notice prior to the effective date of such cancellation or change in coverage.

F. Commencement of Coverage. Each party shall obtain and file with the other party proof of insurance coverage as follows: (1) Comprehensive Liability and Workers' Compensation; and (2) equipment insurance. All required insurance coverages shall be maintained by the parties at all times in accordance with the requirements of this Agreement.

Section 10. Termination.

A. The College or the City may terminate this Agreement immediately for cause upon [60] days written notice for material breach of any provision of this Agreement. The breaching party shall have [30] days from receipt of the notice to correct such breach; provided, however, that if the nature of the breach is such that more than [30] days are reasonably required for its cure, then the breaching party shall have sufficient time to cure the breach if it has commenced, and is diligently prosecuting, such cure.

B. The College or the City may terminate this Agreement at any time, for any reason, by providing written notice at least [365] days in advance of the effective date of the termination.

C. Upon termination of this Agreement, the City shall have 90 days to remove City Equipment from the Studio Facilities.

D. Section 12 of this Agreement shall not apply to the exercise of the parties' rights to terminate this agreement under this Section.

Section 11. Notices. All notices and other communications to be given by either party must be in writing and may be effective by personal delivery, overnight courier, or first class or certified mail, return receipt request and addressed to the appropriate party as follows:

To the City:

City of Fairfield
1000 Webster Street
Fairfield, CA 94533
Attention: City Manager

To the College:

[insert contact information]

Notice shall be deemed received on the date personally delivered or, if mailed, three days after deposit in the mail. Notice provided by overnight delivery shall be deemed received on the next business day after delivery by the overnight delivery service. A party may change its address by written notice to the other party at any time.

Section 12. Dispute Resolution. It is the intent of the parties to provide an efficient, effective and inexpensive method to resolve any disputes concerning the interpretation or performance of this Agreement ("Disputes") when Disputes cannot be informally resolved. Upon written notice of a party of a dispute (the "Notice of Dispute"), each party shall designate within three (3) days one or more persons to meet with the designated representatives of the other party to consult and negotiate with each other in good faith a just and equitable solution satisfactory to both parties. If within fifteen (15) business days after delivery of the Notice of Dispute, the dispute cannot be settled through negotiation, the parties shall attempt in good faith to settle the dispute by mediation. The mediation shall be conducted in the manner mutually agreed upon by the parties and if no such agreement is reached within thirty (30) days after the Notice of Dispute, the mediation shall be administered by the American Arbitration Association under its Mediation Rules in effect on the date of the Notice of Dispute. If, within ninety (90) days after the Notice of Dispute the parties do not reach a mutually satisfactory resolution of the Dispute, the parties may pursue whatever legal remedies are available to them under the law.

Section 13. Time. Time is of the essence in this Agreement and for the performance of this Agreement.

Section 14. Applicable Law. This agreement shall be interpreted and enforced under the laws of the State of California.

Section 15. Attorneys' Fees. If any legal action is commenced between the parties to this Agreement, the party prevailing in that litigation shall be entitled to, in addition to any other relief that may be granted in the litigation, a reasonable sum as and for its attorneys' fees in that litigation that are determined by the court in that litigation or in a separate action brought for that purpose.

Section 16. Severability. If any term, provision, covenant or condition of this Agreement shall be determined to be invalid, void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected to the extent the remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

Section 17. Entire Agreement. This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid.

Section 18. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

CITY OF FAIRFIELD

SOLANO COMMUNITY COLLEGE

Exhibit A
City Equipment

Exhibit B
Scope of Work

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

TO: Members of the Governing Board
SUBJECT: SABBATICAL LEAVE ACADEMIC YEAR 2014-2015
REQUESTED ACTION: APPROVAL

SUMMARY:

The Sabbatical Leave Committee recommends that the following instructors be granted Sabbatical Leaves for the 2014-2015 academic year.

Laura Pirott (Fall 2014)
Zachary Hannan (Spring 2015)
Theresa Pearson-Bloom (Full Academic Year 2014-2015)

Government Code: 87767 Board Policy: Estimated Fiscal Impact: \$120,000
CEO 2013-14 Goal #4: Enhance Professional Development

SUPERINTENDENT'S RECOMMENDATION:

Diane White, Interim Vice President
Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7102

TELEPHONE NUMBER

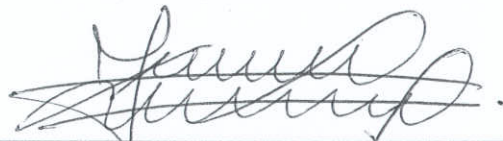
Academic & Student Affairs

ORGANIZATION

November 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE



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

November 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT FOR
ESTABLISHMENT OF EARLY COLLEGE HIGH SCHOOL**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to enter into a Memorandum of Understanding (MOU) between Solano Community College District and Fairfield-Suisun Unified School District to plan the establishment and operation of an Early College High School located on the Fairfield campus of Solano Community College starting in the fall of 2014.

Government Code: EC 1130 Board Policy: Estimated Fiscal Impact: N/A
BOT 2013-14 Goal: #3 Access and Success

SUPERINTENDENT'S RECOMMENDATION:

☒ **APPROVAL** ☐ **DISAPPROVAL**
☐ **NOT REQUIRED** ☐ **TABLE**

Shirley Lewis, J.D.
Chief Student Services Officer

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7159

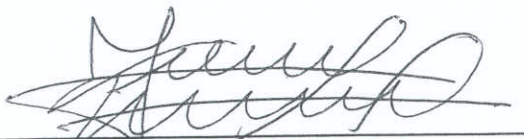
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

November 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

November 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOLANO COMMUNITY COLLEGE
AND FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT
CONCERNING
PLANNING AN EARLY COLLEGE HIGH SCHOOL AT
SOLANO COMMUNITY COLLEGE**

This Memorandum of Understanding (MOU) is made between Solano Community College District ("SCCD") and Fairfield-Suisun Unified School District ("FSUSD"). Solano Community College District and Fairfield-Suisun Unified School District mutually agree to the following:

WHEREAS, Early College High Schools are small high schools located on college campuses for students who are prepared for student in an environment which promotes learning, and which provides curricula that allows students to complete high school and earn college credit;

and

WHEREAS, Early College High Schools prepare high school students for successful educational futures through a full integration of high school, college, and careers. Additionally, the program goal is to improve academic performance and self-concept, and increase high school and college/university completion rates;

NOW THEREFORE, the parties to this Memorandum of Understanding mutually pledge their commitment to work together through a collaborative partnership to plan the establishment and operation of an ECHS, starting in the fall of 2014, on the premises of SCCD's Fairfield Center campus, starting in the fall of 2014, located at 4000 Suisun Valley Road, Fairfield, California, as follows:

1. **GOVERNANCE STRUCTURE:** Structures and processes will be designed to ensure district, state, and federal policies and requirements are followed; day-to-day ECHS management, decision-making authority, and staff responsibilities will be clearly delineated; and that the ECHS will be fully integrated into the college structure. This will include processes to address student behavior.
2. **PLANNING AND IMPLEMENTATION:** The faculty of FSUSD and SCCD will be active participants in the planning, implementing, and assessing the ECHS program. Planning and implementation activities will be conducted in accordance with activities as outlined in Appendix B.

3. **PROGRAM DESCRIPTION:** The Fairfield-Suisun Early College High School program will be designed to prepare students for college success by providing them rigorous coursework and college classes beginning in the ninth grade. Qualifying students will take high school and degree-applicable college courses at Solano Community College. Some high school courses may be offered at the high school campus.

The anticipated student outcomes include the following:

- To create a bridge between high school, community college and university
- To prepare students to earn a diploma from a fully-accredited college preparatory program
- To provide students with the opportunity to earn a community college degree (AA) or up to 60 transferable college credits during four years of high school enrollment
- To prepare and support students for success in college courses

4. **PROVISION OF HIGH SCHOOL AND COLLEGE-LEVEL COURSES:** In collaboration with SCCD, FSUSD will develop learning outcomes, a college-readiness curriculum, and assessments that will provide a supportive, yet rigorous, academic program that integrates motivational techniques and learning behaviors with innovative teaching that emphasizes academic skill building and career development.
5. **PROGRAM PLAN:** FSUSD and SCCD will develop a program plan whereby the students will have the opportunity to complete an AA/ATT degree and/or Certificate, in addition to a high school diploma by the end of the student's twelfth grade year of high school. The plan will include taking one or two college courses each year during grades nine and ten, subsequently taking three to four college courses during grades eleven and twelve.
6. **SELECTION CRITERIA:** The parties will work collaboratively to create and implement the student selection criteria. Criteria will include review of academic assessment results, behavior, and attendance. See [Appendix A](#) for selection process and corresponding documents. A joint SCCD/FSUSD committee will conduct the review process.
7. **FACULTY AND STAFF:** High school courses will be taught by FSUSD teachers and college courses will be taught by SCCD teachers. FSUSD and SCCD will develop a scheduling plan. FSUSD and SCCD will work collaboratively to create and implement a professional development plan based on the identified needs.

8. **FACILITIES:** Joint planning will occur to ensure that classroom and office facilities, including available instructional and non-instructional resources, will be available on the college campus.
9. **ENROLLMENT IN COLLEGE COURSES:** High School student schedules, and FSUSD and SCCD calendars, will be aligned to allow students to enroll in college-level courses. Processes will be developed for the High School students to participate in the matriculation, enrollment, drop/add, and withdrawal processes prescribed by the SCCD.
10. **COMPREHENSIVE STUDENT SUPPORT:** The parties will work collaboratively to plan flexible and innovative structures that provide orientation, as well as academic, personal, and social support to High School students.
11. **FINANCES:** FSUSD and SCCD will work collaboratively on the development of a fiscal plan to determine and address the costs of operating the ECHS program, and to delineate in a written agreement the financial obligations of the respective parties as well as any associated costs that will be borne by High School Students and their parents. Such an agreement will include arrangements regarding fees, high school and college textbooks, and supplemental materials.
12. **Title 5:** FSUSD and SCCD will work collaboratively to ensure all college courses are open to the general public as required by Education Code 76002 and Senate Bill 338.
13. **INDEMNIFICATION:** To the extent authorized by law, in consideration of the performance by both parties of this MOU, each party does hereby agree to protect, indemnify, defend, and hold harmless all agents, from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the Agreement (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by SCCD or FSUSD and its' employees, subcontractors, agents, representatives or assigns (collectively, "SCCD or FSUSD Agents") in the performance or non-performance of the professional services required to be performed by SCCD and FSUSD under the Agreement; or (c) the District's enforcement of its rights under this indemnity provision.

14. **TERM AND RENEWAL:** At the execution of an Implementation MOU, the terms will be effective through June 30, 2016. By June 30th of each year thereafter, the parties will annually review the 3-year agreement.
15. **TERMINATION OF AGREEMENT:** This MOU may be amended by mutual written agreement of both parties. SCCD and FSUSD reserve the right to terminate this MOU upon service of written notice to the other party. In this event, the date of termination will be the day after the end of the semester during which the 90 calendar day period expires. If mutually agreed to by SCCD and FSUSD, the MOU can be terminated immediately.

IN WITNESS THEREOF, the parties have duly approved this Memorandum of Understanding, executed on this _____ date of _____.

SOLANO COMMUNITY COLLEGE

By: _____ Date _____
JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT

By: _____ Date _____
KRIS COREY,
Superintendent

**Fairfield-Suisun Early College High School
2013-2014
Implementation Plan**

TASK	TIMELINE	RESPONSIBILITY	COMPLETED
Apprise SCCD Academic Senate of Early College Plan	October 2013	Diane White Shirley Lewis Sheila McCabe Dino Battaglini	Completed October 21, 2013
Have SCCD Board approve MOU	December 2013	Diane/Shirley	Set for December 4, 2013
Create and convene a Central Planning Task Force: <u>FSUSD</u> CO Administration (1) Site Administration (1) Site Teachers (2) Counseling (1) <u>SCCD</u> Administration (2) Academic Senate (1) Counseling (1) Admissions and Records (1)	November December 2013	Diane White Shirley Lewis Sheila McCabe Dino Battaglini	
Course sequence 1. Sample schedules by grade 2. Bell schedule options (14-15, 15-16 and beyond)	December 2013	Central Planning Task Force	
Alignment of calendars/schedules	December 2013	Central Planning Task Force	

Facilities (classrooms/office space)	December 2013	Central Planning Task Force	
Develop plan for textbooks	December 2013	Central Planning Task Force	
Review <ul style="list-style-type: none"> • Selection Criteria • Application Develop Recruitment Plan: <ul style="list-style-type: none"> • School visits • Advertisement • Community Awareness 	December 2013	Central Planning Task Force	
Budget considerations (travel/textbooks) <ul style="list-style-type: none"> ○ Orientation stipends ○ Staff training 	December 2013	Central Planning Task Force	
Finalize: <ul style="list-style-type: none"> ○ Bell Schedule for 14-15 ○ Selection criteria and process (including a lottery process) 	December 2013	Central Planning Task Force	
Presentation to FSUSD Board	January 2013	Diane White Shirley Lewis Sheila McCabe Dino Battaglini	
Revise and finalize recruitment/registration materials	January 2013	Central Planning Task Force	
Develop: <ul style="list-style-type: none"> ○ Newspaper advertisement and radio announcement. ○ Letter to be sent to 	January 2014	Central Planning Task Force	

8 th grade parents. <ul style="list-style-type: none"> ○ Website information. ○ Develop an Early College High School website 			
Implement recruitment plan <ul style="list-style-type: none"> ● Visit middle schools and other community forums 	February 2014	Central Planning Task Force	
Begin planning summer orientation program	February 2014	Central Planning Task Force	
Identify staffing needs and secure teaching staff	February 2014	Central Planning Task Force	
Additional needed organizational structures (ECHS and SCCD), governance structure, to include parents, students, and staff	February 2014	Central Planning Task Force	
Continue recruitment	March 2014	Central Planning Task Force	
Receive applications	March 2014	Central Planning Task Force	
Determine selection committee	March 2014	Central Planning Task Force	
Funding/textbooks needs for SCC courses	March 2014	Central Planning Task Force	
Selection committee convenes and students selected	April 2014	Central Planning Task Force	
Send acceptance letters	April 2014	Central Planning Task Force	
Plan May parent/student acceptance meeting activities	April 2014	Central Planning Task Force	
Plan orientation activities	April 2014	Central Planning	

for July/August 2014		Task Force	
SCC course selection by students	May 2014	Central Planning Task Force	
Parent/student meeting	May 2014	Central Planning Task Force	
Develop opportunities to form partnerships between ECHS and SCC faculty and staff	May 2014	Central Planning Task Force	
Continue planning and implementing orientation activities	May 2014	Central Planning Task Force	
Annual Review of MOU	By June 30th of each Year	Diane White Shirley Lewis Sheila McCabe Dino Battaglini	
Summer orientation to ECHS and SCC.	July 2014	Central Planning Task Force	
SCC classes and ECHS classes start	August 2014	Central Planning Task Force	

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: FACILITIES REORGANIZATION – ADDITION OF POSITION

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

Yulian Ligioso, Vice President, Finance & Administration, will present a proposed reorganization plan to better serve the Institution and improve customer service.

- New Position
 - Assistant Director, Facilities/Energy Management (Range 42)

The position was vetted through the Superintendent-President's Cabinet, Position Control Review Committee and Shared Governance Council.

This position will be partially funded by the Energy Savings Projects.

Attached is an organizational chart for the Facilities group.

Government Code: Board Policy: Estimated Fiscal Impact: \$92,000.00

SUPERINTENDENT'S RECOMMENDATION: ☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Yulian Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

707-864-7209

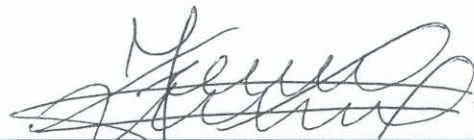
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

November 8, 2013

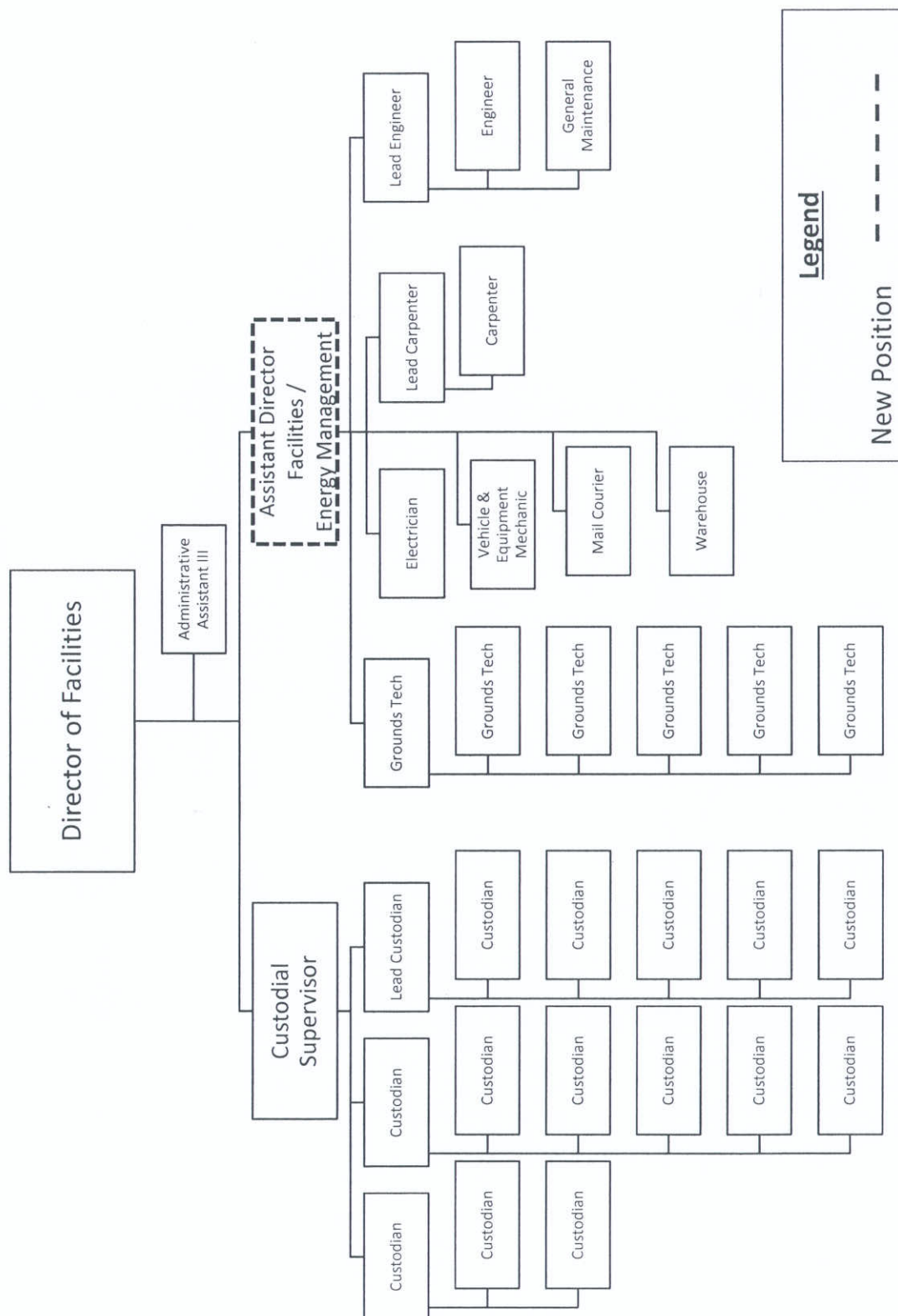
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

November 8, 2013

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT



SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: FISCAL SERVICES REORGANIZATION – ADDITION
AND PROPOSED UPGRADE OF POSITIONS

REQUESTED ACTION: INFORMATION

SUMMARY:

Yulian Ligioso, Vice President, Finance & Administration, will present a proposed reorganization plan to better serve the Institution and improve customer service.

- New Positions
 - Accounting Specialist II, Accounts Payable (Range 14)
 - Payroll Specialist (Range 15)
- Proposed Upgrade
(CSEA in agreement with proposed upgrades)
 - Payroll Analyst (Lead) – (Range 20)
 - Payroll Technician (Range 13, Part-time 50%)
 - Senior Accountant (Range 21)

Attached is an organizational chart for the Fiscal Services group.

Government Code:	Board Policy:	Estimated Fiscal Impact: \$114,000-\$145,000
SUPERINTENDENT'S RECOMMENDATION:		<input type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL
		<input checked="" type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE

Yulian Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

707-864-7209

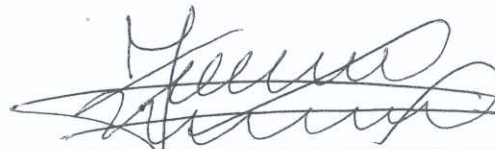
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

November 8, 2013

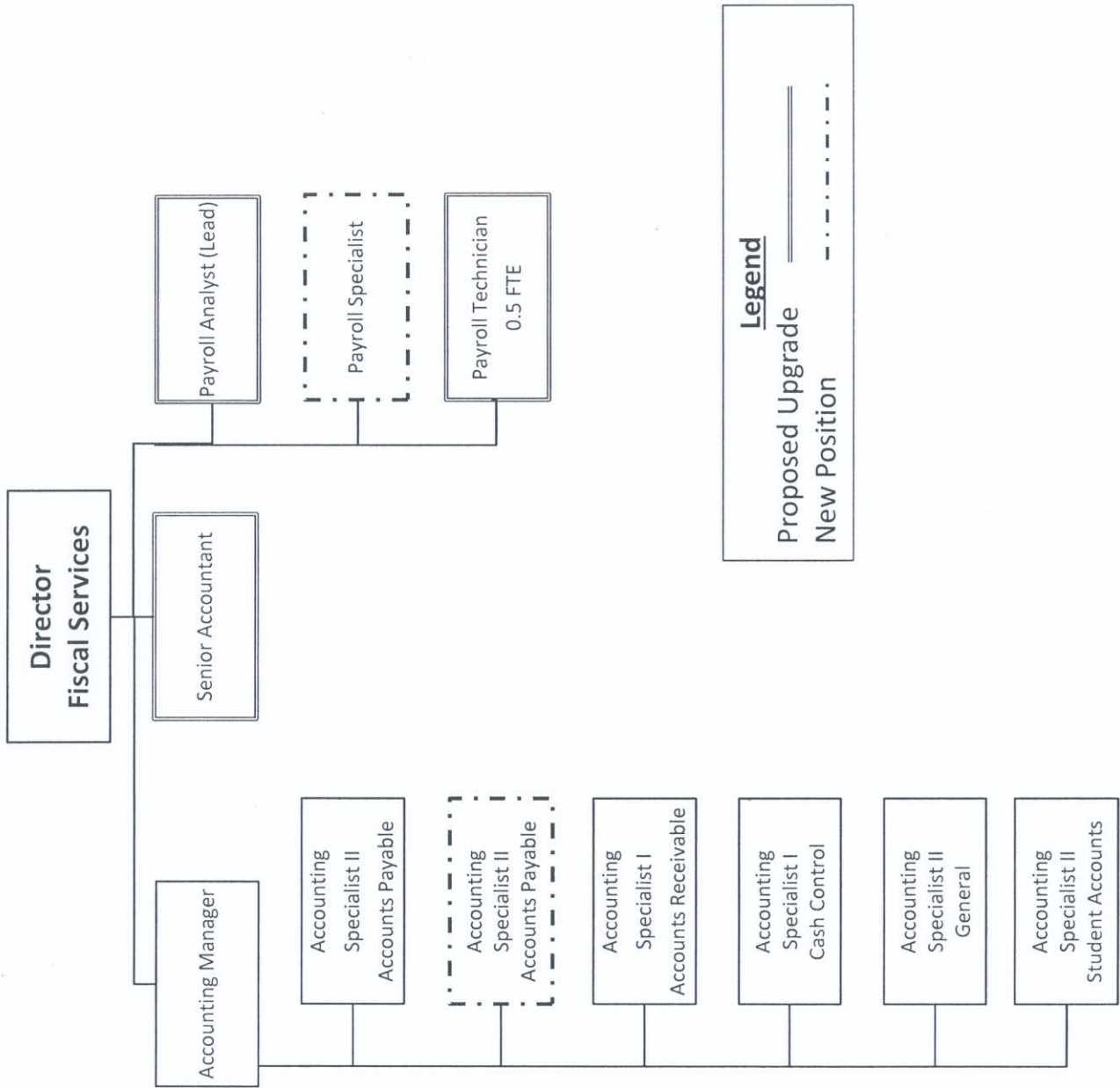
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

November 8, 2013

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT



SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: ANNUAL FINANCIAL REPORT – CCFS-311 FOR
FISCAL YEAR 2012-13

REQUESTED ACTION: INFORMATION

SUMMARY:

Yulian Ligioso, Vice President, Finance and Administration, will present the 2012-13 Annual Financial and Budget Report–CCFS-311. The report has been filed as required with the California Community Colleges Chancellor's Office.

A copy of the report is available in the Office of the Superintendent-President and the Office of the Vice President of Finance and Administration. It may also be viewed online at:

http://www.solano.edu/finance_admin/fiscal_reports.php

Government Code: Board Policy: 3020 Estimated Fiscal Impact: \$ N/A
California Code of Regulations (CCR) 58305(d)

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Yulian Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

707-864-7209

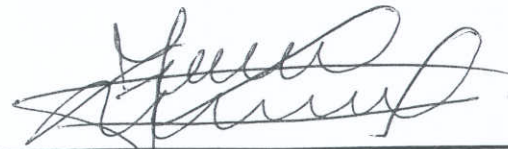
TELEPHONE NUMBER

Administration

ORGANIZATION

November 8, 2013

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

November 8, 2013

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

ANNUAL FINANCIAL AND BUDGET REPORT
(Financial Report for Fiscal Year 2012-2013)
(Budget Report for Fiscal Year 2013-2014)

District: SOLANO

District Code: 280

This is to certify that the Annual Financial and Budget Report has been prepared and the budget adopted in accordance with the *California Code of Regulations*, beginning with Section 58300. Further, to the best of my knowledge, the data contained in this report are correct.



District Chief Business Officer

10/16/13

Date



District Superintendent

October 16, 2013

Date

Contact: Yulian Ligioso

(707) 864-7209

In accordance with the *California Code of Regulations*, Section 58305(d) a copy of this report is due to the Chancellor's Office on or before October 10, 2013. Please submit the report to :

Chancellor's Office
California Community Colleges
Fiscal Services Unit
1102 Q Street, Suite 300
Sacramento, CA 95814-6511