

AGENDA ITEM 7.(b)  
MEETING DATE July 16, 2014

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

**TO:** Members of the Governing Board

**SUBJECT:** APPROVAL OF EMPLOYMENT CONTRACT –  
ASSOCIATE VICE PRESIDENT – HUMAN RESOURCES

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Dr. Jowel Laguerre, Superintendent-President, will present the Solano Community College District terms of employment contract for Dr. Wade M. Larson, Associate Vice President of Human Resources, for approval by the Board of Trustees.

*Government Code: EC Section 72411      Board Policy: 2100; 2120      Estimated Fiscal Impact: \$ N/A*

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL      ☐ DISAPPROVAL  
☐ NOT REQUIRED      ☐ TABLE

Jowel C. Laguerre, Ph.D.  
Superintendent-President

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

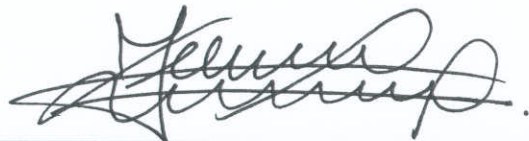
**ADDRESS**

707-864-7112

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

July 2, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 2, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## SOLANO COMMUNITY COLLEGE DISTRICT

### Employment Contract

**INTRODUCTION:** This Contract for Employment ("Contract") is mutually entered into by and between the Solano Community College District ("District") and **Wade M Larson** ("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.

1. **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.
2. **TERM OF EMPLOYMENT:** Subject to the terms and conditions stated herein, Employee's term of employment shall be for a period of **three (3)** year[s] commencing **July 7, 2014** and ending on **June 30, 2017**." Upon the expiration of this Contract, the District may reemploy Employee in his/her administrative position in accordance with Education Code section 72411 and Board Policy No 4850.2(B)(2)(a)(ii). Alternatively, at its discretion and for any reason satisfactory to the Governing Board, the District may choose not to reemploy the Employee in an administrative position beyond the Contract's expiration date. The District shall notify Employee of the District's decision not to reemploy the Employee by March 15 of the final year of the Contract for a contract of one year or less, and for a contract with a term of more than one year, the notice of termination shall be at least six months prior to the end of the contract, which shall constitute the sole and exclusive notice to which the Employee is entitled. In the absence of such notice not to reemploy, the Employee shall be deemed to be reemployed by appointment for one year. Any extension of this contract for a term of more than one (1) year must be in writing. Any oral agreements to the contrary are of no force or effect.
3. **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 5**.
  - 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.

4. **VACATION**: Vacation benefits are awarded on a fiscal year basis from July 1-June 30. Employees shall accrue vacation in accordance with the schedule below:

<b><u>Years of Service</u></b>	<b><u>223 Workdays*</u></b>	<b><u>189 Workdays**</u></b>	<b><u>199 Workdays**</u></b>	<b><u>209 Workdays**</u></b>
1 month through 10 years	22 days/yr	0 days/yr	0 days/yr	0 days/yr
11 years through 15 years	23 days/yr	1 day/yr	1 day/yr	1 day/yr
16 years through 20 years	24 days/yr	2 days/yr	2 days/yr	2 days/yr
21 years and above	25 days/yr	3 days/yr	3 days/yr	3 days/yr

\* Employees working 223 working days shall accrue vacation time.

\*\* Employees working less than 223 working days shall be paid for their days of vacation.

- a. Vacation shall be scheduled at times mutually agreed upon by Employee and the supervisor. Prior to taking vacation, Employee must complete the request for leave form, obtain verification of available vacation time from the Human Resources Department and obtain approval from his/her immediate supervisor.
- b. Employee is entitled to carry over up to two years worth of accrued vacation entitlement each year. However, the total number of accrued paid vacation days shall not exceed the vacation entitlement for two (2) years as of September 1 of each year. Once Employee has accrued two (2) years of unused vacation entitlement, no further vacation time shall be accrued until such time as Employee's accrued vacation entitlement falls below two (2) years. However, if the employee has requested and has not been permitted to take earned vacation, with written documentation that the request has been denied, he/she shall be paid at time and one-half for the vacation days requested that exceed the two-year entitlement. Employees are encouraged to schedule and use vacation throughout the year.
- c. Once Employee has completed six months of employment in regular status, Employee shall be entitled upon separation from service to a lump-sum compensation, at the regular rate, for all earned and unused vacation, up to a maximum of a two-year vacation accrual.

5. **SICK LEAVE:**

Employee shall earn 1.2 days sick leave for each month worked per year. Sick leave may be accumulated without limitation and may be transferred to or from any District in California, as provided by law. The District reserves the right to require medical verification for any absence charged to sick leave.

Employee shall be entitled to use five (5) days of his/her annual sick leave entitlement for personal necessities. Personal necessity leave shall ordinarily be granted upon request of Employee, provided it meets the standards of the Education Code. Employee shall provide to his/her immediate supervisor reasonable notice in advance of the intended absence except in the case of death, serious illness or accident.

6. **BENEFITS:**

- a. Beginning on the first day of the calendar month after which service to the District first begins, and continuing during the term of this Contract, Employee and his/her dependents shall be entitled to receive District-paid medical, vision and dental coverage under plans currently in effect, or as subsequently modified, adopted, or implemented in the future. If the employee is an Educational Administrator, the Employee is entitled to participate in the Medicare Program for educational administrators, as provided for by AB265.
- b. In lieu of District-paid benefits, an employee may submit a medical benefit waiver request to the District. If approved by the District, the employee shall be permitted to convert \$1,500 to a tax sheltered annuity plan or receive the money in cash as long as the member participates in the IRC 125 Flexible Benefit Plan. Reinstatement to a District health plan is subject to the approval of the carrier.
- c. **COBRA Benefits:** Employee has the option of participating in the continuation of benefits as provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If Employee leaves the District after completing ten consecutive years of full-time service, Employee shall be given the option to continue medical, dental and vision coverage through the District until such time as Employee reaches retirement age provided he/she pays premiums in advance and subject to provisions of the contracts of the carriers and JPA agreement.
- d. The District expressly reserves the right at any time to modify the above plans, or adopt a plan or plans for benefits completely different from those identified above.



## 7. FRINGE BENEFITS

- a. Career Increments: A career increment is an amount paid an employee in recognition of total years of full-time paid regular service as a District employee. Earned career increments will be added to Employee's annual salary beginning July 1 after Employee has reached the increment level. The career increment shall not be paid to Employee while on an unpaid leave of absence. Time spent on an unpaid leave or in special hourly employment shall not be included in calculating years of service.

<u>Years of Service</u>	<u>Annual Increment</u>
10 years	\$1000.00
15 years	\$1200.00
19 years	\$1500.00
20 years	\$1600.00
25 years	\$2300.00
29 years	\$3000.00

- b. Stipend for Doctorate Degree: Employee shall receive an additional stipend of \$2,400 upon possessing or obtaining an earned doctorate from an accredited institution. Accredited institutions are those recognized by the six (6) regional accrediting commissions, state and federal licensing agencies for specialized programs, those listed in publications showing recognized for higher education institutions and those institutions recognized by the California Community College Division of Credentials. The Juris Doctorate (J.D.) Degree consisting of a minimum of a three-year graduate level program granted by an accredited institution will be recognized as an earned doctorate.
- c. Travel and Transportation: Employee shall be entitled to reimbursement for the actual cost of approved travel expenses, including lodging, meals, airplane, railroad, private vehicle travel, registration fees, incidental travel expenses, and mileage rates as set annually by the Governing Board.
- d. Life Insurance: A group insurance policy for Employee shall be provided at a total cost not to exceed \$2,500 per fiscal year.
- e. Tax Sheltered Annuities: Employee may submit a medical benefit waiver request to the District. If approved by the District, Employee shall be permitted to convert \$1,500 to a tax sheltered annuity plan or receive the money in cash as long as Employee participates in the District's IRC 125 Flexible Benefit Plan. Participation and reinstatement to a District health plan is subject to the approval of the carrier.

f. Golden Handshake/Early Retirement Incentive:

- 1) The District may implement the provisions of Education Code Section 87488, so long as it is operative, if the following conditions are met:
  1. Employee is eligible for State Teacher's Retirement System;
  2. The minimum number of employees, as set by the Governing Board, sign up to participate in the plan;
  3. Employee submits a letter prior to the beginning of the spring semester indicating when he/she wishes to retire;
  4. The retirement date is effective during the window period set by the governing board;
  5. The District has certified to the chancellor, prior to the formal action becoming effective, that the net effect of the formal action will result in no costs to the State Teacher's Retirement System or the District.
- 2) Employee shall be considered for any other early retirement incentive bonuses that are offered by the Governing Board to other academic groups.

g. Employee Retirement Benefits: Employees with ten (10) or more years of service who retire shall have the opportunity of one of the District-paid retirement options listed below. The option chosen at the time of retirement is irrevocable. Employee and his/her spouse or registered domestic partner shall be entitled to participate for the time period stated. Employee and/or his/her spouse or registered domestic partner must enroll in Medicare upon becoming eligible, and the benefits offered herein shall be coordinated with Medicare.

- 1) Ten (10) years of medical and vision for employee and spouse or spouse or registered domestic partner domestic partner; either ten (10) years of dental for employee and spouse or registered domestic partner or \$250 per year of service with the District to a maximum of 25 years.
- 2) Eight (8) years of medical for employee and spouse or registered domestic partner with the lowest premiums at the time of retirement, eight (8) years of dental for employee and spouse or registered domestic partner (annual maximum of \$1,500 and no orthodontia coverage) and eight (8) years of vision for employee and spouse or registered domestic partner and \$5,000 payment at the end of the 1<sup>st</sup> year of retirement.
- 3) Five (5) years of medical, dental and vision for employee and spouse or registered domestic partner and \$10,000 payable to the employee in the 6<sup>th</sup> and 7<sup>th</sup> years in \$5,000 installments (at the end of each fiscal year).



- 4) No health and welfare benefits provided but will receive \$20,000 in the 1<sup>st</sup> through 4<sup>th</sup> years in \$5,000 installments (at the end of each fiscal year).

The District shall reimburse Employee for any costs, if any, incurred by Employee or his/her spouse or registered domestic partner that result from coordinating benefits with Medicare.

8. **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.
9. **CONDITIONS OF EMPLOYMENT:** This Contract is subject to all applicable laws of the State of California, which are hereby made a part of the terms and conditions of this Contract. In the event the terms of this Contract conflict with any rule of law or regulation of the State of California in force on the effective date of this Contract, the applicable law or regulation shall govern.
- It is further expected that the District's Board Policies shall provide guidance, structure and organization to the parties' employment relationship, to the extent said policies are not in conflict with this Contract. The guidelines contained within the Board Policies are neither exclusive nor comprehensive, and the District reserves its exclusive right to review and update, change, amend or terminate its policies at any time for any reason, with or without notice. Except as provided for herein and to the extent applicable, said updates, changes, amendments, or deletions shall be effective at the time implemented.
- In the event any provision of the District policies conflicts with this Contract, this Contract shall supercede and the rights and obligations of the parties under this Contract shall govern. A "conflict" includes, but shall not be limited to, any difference in substance or procedure on the same subject matter that is set forth in this Contract. In the event there is any question as to whether any Board Policy is in conflict with this Contract, the District's interpretation of its own policies shall govern.
10. **EVALUATIONS:** Employee shall be annually evaluated by his/her supervisor in writing during an employee's initial term of employment. In the event the Employee is reemployed by the District beyond the term of this Contract, the employee shall be evaluated as frequently as required by applicable District policies. The evaluation components and procedure shall be followed in accordance with the general timeline set by the District and the availability of the parties. The adopted District policies and regulations regarding evaluations are intended to provide guidance for completing the evaluation process.
11. **ADMINISTRATIVE REQUIREMENTS:** Upon assuming his/her duties, Employee, if new to the District, shall submit evidence of a negative chest x-ray or intradermal tuberculosis test, sign a loyalty oath, W-4 form, retirement form, and be fingerprinted within 10 days.
12. **REASSIGNMENT:** Employee may be reassigned during the term of this contract in accordance with Article 4850.2 of the Board Policies. The term "reassignment" includes



the discretionary appointment to another administrative or faculty position during the term of this Contract, whether occurring at the District's discretion, upon the request of the Employee, or upon a mutual termination of this Contract. The District shall provide written notice of reassignment to Employee at least ninety (90) days in advance of the reassignment date. If Employee is involuntarily reassigned, there shall be no loss of salary and/or benefits to Employee for the remainder of the fiscal year in which the reassignment is made.

13. **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.
14. **HOLD HARMLESS:** Upon the written request of the Administrator, the District shall provide for the defense of any civil action or proceeding brought against the Administrator by a person or entity other than the District when the civil action or proceeding is based on an act or omission within the scope of the Administrator's employment with the District subject to the following:
  - a. The Administrator agrees to cooperate with the District and its legal counsel to the extent necessary to provide for the defense.
  - b. The choice of counsel is within the District's discretion.
  - c. The District is required by the Government Code to provide such defense or, when defense is discretionary, the District exercises its discretion to provide for such defense.
15. **SEVERABILITY:** If any term or provision of this Contract shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms or provisions of this Contract shall remain in force and effect.
16. **DISMISSAL OR IMPOSITION OF PENALTIES DURING THE TERM OF THE AGREEMENT:**

During the term of this Agreement, the grounds and procedures for the imposition of penalties on and/or the dismissal from employment of the administrator, if holding tenure as a faculty member, shall be in accordance with the provisions of the Education Code applicable to faculty members (Article 4 (commencing with Section 87660) and Article 6 (commencing with section 87730) of Chapter 3, Part 51 of Division 7).

If the Administrator does not hold tenure as a faculty member, the grounds for dismissal from employment or imposition of penalties during the term of this Agreement shall be for breach of contract, unsatisfactory evaluation, physical or mental inability to perform, or any ground enumerated in Education Code sections 87732 or 87735.

The District shall not terminate this Agreement, terminate the employment of Administrator with the District, or impose any other penalties during the term hereof unless a written statement of the grounds for termination has first been served upon the affected administrator. The administrator shall be given a



reasonable opportunity to address the concerns raised in the statement of grounds, either in writing or in a conference with the Superintendent-President. The Administrator shall have the right to have a representative of his/her choice at his/her expense at the conference with the Superintendent/President. The conference with the Superintendent/President, as the District's designee, shall constitute the Administrator's exclusive right to any hearing otherwise required by law.

17. **MAXIMUM CASH SETTLEMENT:** In accordance with Government Code section 53260 and 53621, in the event of a material breach in termination of this Contract, the parties agree that any cash settlement shall not exceed the sums due as total compensation for the unexpired term of this Contract. However, if the unexpired term of the Contract is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by eighteen (18). Any such settlement shall not include any other non cash items except health benefits, which may be continued for the same duration of time as covered in the settlement or until the employee finds other employment, whichever occurs first.
18. **EXEMPT STATUS:** All classified management positions are exempt from overtime provisions of District policies and state and federal law.
19. **ENTIRE CONTRACT:** This Contract contains the entire Contract and understanding between the parties, and supercedes 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 superceded by a written instrument executed by both of the parties.
20. **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

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

**TO: MEMBERS OF THE GOVERNING BOARD**  
**SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES**  
**REQUESTED ACTION: APPROVAL**

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**EMPLOYMENT 2013-2014**

**Short-term/Temporary/Substitute**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Ahmer Ali	Registration Aide	06/16/14 – 06/30/14	\$10.00 hr.
Dawn Anderson	Children's Program Assistant	06/11/14 – 06/30/14	\$14.43 hr.
Brenda Hardaway	Children's Program Assistant	06/24/14 – 06/30/14	\$14.43 hr.
Ron Harrow	Prepare for Success – Math Enrichment	06/16/14 – 06/30/14	\$62.64 hr.
Julie Kucinski-Swingle	Registration Aide	06/16/14 – 06/30/14	\$10.00 hr.
Clitdell Long	Administrative Assistant III	05/19/14 – 06/30/14	\$17.92 hr.
Christopher McBride	Summer Lab Curriculum	05/23/14 – 06/30/14	\$69.25 hr.
Ashley Moore	Office Assistant	06/05/14 – 06/30/14	\$9.60 hr.
Purnur Ozbirinci	Summer Lab Curriculum	05/23/14 – 06/30/14	\$69.25 hr.
Stephanie Parrish	ESL Instruction; Spanish Instruction	06/18/14 – 06/30/14	\$58.59 hr.
Sara Carolina Rico	Registration Aide	05/12/14 – 06/30/14	\$10.00 hr.

**GRATUITOUS SERVICE**

<u>School/Department</u>	<u>Name</u>	<u>Assignment</u>
Children's Program	Michelle Anderson	Volunteer classroom assistant from 06/11/14 – 07/24/14.

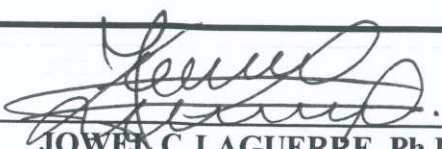
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**Nona Cohen-Bowman**  
Consultant, Human Resources

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July 2, 2014  
**Date Submitted**

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

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July 2, 2014  
**Date Approved**



**GRATUITOUS SERVICE – Continued:**

<b><u>School/Department</u></b>	<b><u>Name</u></b>	<b><u>Assignment</u></b>
Health Sciences	Sarah Cabales	Assist in Volleyball Drills to condition team. All under guidance of head coach from 06/01/14 – 08/31/14.
Health Sciences	Emily Duran	Assist in Volleyball Drills to condition team. All under guidance of head coach from 06/01/14 – 12/31/14.
Mathematics and Science	Christopher Green	Experiment set-up and breakdown, lab organization, inventory, receiving of deliveries, stocking shelves, and general clean up from 07/01/14 – 06/30/15.
Health Sciences	Gabriella Silva	Assist in Volleyball Drills to condition team. All under guidance of head coach from 06/01/14 – 08/31/14.
Health Sciences	Janelle Williams	Assist in Volleyball Drills to condition team. All under guidance of head coach from 06/01/14 – 12/31/14.

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**EMPLOYMENT 2014-2015**

**Regular Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Monique Chappel	Recruiter, Human Resources (Range 33/Step 5)	07/01/14
Tracy Drake	Generalist, Human Resources (Range 33/Step 5)	08/01/14
Renee Pegues	Executive Coordinator, Superintendent-President (Range 35/Step 3)	07/17/14
Erik Visser	Athletic Director (Range 44/Step 4)	07/17/14
TBD	Children's Program Specialist (Range XX/Step X)	TBD
TBD	Grounds Maintenance Technician (Range XX/Step X)	TBD
TBD	Assistant Facilities Director (Range XX/Step X)	TBD
TBD	Senior Accountant (Range XX/Step X)	TBD

**Change in Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Alison Aubert	From Ten-month to Twelve-month Athletic Trainer	07/01/14
Amy Gaylor	From 100% Counselor to 80% Counselor and 20% School Coordinator	08/01/14

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR  
 Governing Board Meeting  
 July 16, 2014  
 Page 3

**Short-term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Ahmer Ali	Registration Aide	07/01/14 – 06/30/15	\$10.00 hr.
Natalie Allas	Theater Technician	07/01/14 – 06/30/15	\$13.00 hr.
Phyllis Braaksma	Administrative Assistant III	07/14/14 – 12/31/14	\$18.10 hr.
Glenn Burgess	Special Projects	07/01/14 – 06/30/15	\$66.67 hr.
Monica Bustos	Assistant Volleyball Coach	07/18/14 – 12/20/14	\$16.66 hr.
Christopher Collins	Instructor	07/01/14 – 06/30/15	\$54.56 hr.
Bianca Curry	Office Assistant	07/01/14 – 11/30/14	\$10.60 hr.
Maria Delgado	Registration Aide	07/01/14 – 06/30/15	\$11.00 hr.
Sissi do Amor (Sisleide)	Assistant Women's Soccer Coach	08/01/14 – 12/31/14	\$16.66 hr.
Levi Duncan	Theater Event Technician	07/01/14 – 06/30/15	\$13.00 hr.
Dyana Fuller	Graphic Arts Specialist	07/01/14 – 06/30/15	\$23.55 hr.
Brenda Hardaway	Children's Program Assistant	07/01/14 – 07/24/14	\$14.43 hr.
Julia Kiss	Special Projects	07/01/14 – 06/30/15	\$66.67 hr.
Julie Kucinski-Swingle	Registration Aide	07/01/14 – 06/30/15	\$11.00 hr.
Crishna Lee	Purchasing Technician Buyer	07/21/14 – 10/10/14	\$17.33 hr.
Clitdell Long	Administrative Assistant III	07/01/14 – 07/19/14	\$18.10 hr.
Ashley Moore	Office Assistant	07/01/14 – 08/15/14	\$10.60 hr.
Nancy Moore	Athletic Academic Instructional Lab Assistant	08/01/14 – 12/20/14	\$15.21 hr.
Andrew Morgan	Student Service Assistant II	07/01/14 – 09/01/14	\$16.56 hr.
Susan Nygard (Sandi)	Athletic Academic Instructional Lab Assistant	08/01/14 – 12/20/14	\$15.21 hr.
Stephanie Parrish	ESL Instruction; Spanish Instruction	07/01/14 – 12/31/14	\$58.59 hr.
Jessica Rama	Office Assistant	07/01/14 – 06/30/15	\$10.60 hr.
Sara Carolina Rico	Registration Aide	07/01/14 – 06/30/15	\$11.00 hr.
Andrew Rovendo	Theater Technician	07/01/14 – 06/30/15	\$13.00 hr.
Mary Beth Stevenson	Summer Math Enrichment	07/07/14 – 08/07/14	\$52.55 hr.
Emily Wade	Office Assistant	07/01/14 – 06/30/15	\$10.60 hr.
Duane Walker	Police Officer	07/01/14 – 06/30/15	\$19.30 hr.

**Non-Faculty New Positions**

<b><u>Position Title</u></b>	<b><u>Position Code</u></b>	<b><u>Effective</u></b>
Automotive Lab Technician	C00159	07/17/14
Financial Aid Specialist – CDR	C00162	07/17/14
Occupational Education Assistant	C00161	07/17/14
Transfer and Articulation Specialist	C00160	07/17/14



AGENDA ITEM 7.(d)  
MEETING DATE July 16, 2014

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

**TO:** Members of the Governing Board

**SUBJECT:** PROPOSED NEW JOB DESCRIPTION FINANCIAL  
AID SPECIALIST – CDR (CSEA)

**REQUESTED ACTION:** APPROVAL

**SUMMARY**

This position was identified as critical for implementing Title IV compliant student loan default prevention plan initiatives. The Financial Aid Specialist – CDR will be placed on Range 13 of the 2013-14 CSEA Salary Schedule.

Approval is requested at this time.

*Note:* This is an Existing job description with a change in title only for the new CDR position.

*Government Code: 88001,88009, 880013 Board Policy: 4720 Estimated Fiscal Impact: Unknown*

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

Nona Cohen-Bowman  
Consultant, Human Resources

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

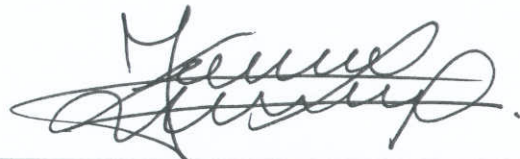
**ADDRESS**

707 864-7286

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

July 2, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 2, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
CLASS SPECIFICATIONS**

**CLASS TITLE: FINANCIAL AID SPECIALIST – CDR**

**BASIC FUNCTION:**

Under direction of the Financial Aid Administrator, coordinate financial aid programs including Federal College Work Study and the Federal Direct Loan Program, while considering the Extended Opportunity Program and Services Grant, Federal Supplemental Educational Opportunity Grant. Coordinate, adjust, and report students financial aid; certify student eligibility for assigned loan programs and provide tools and services for entrance and exit counseling as well as default management according to established Federal and State regulations.

**DISTINGUISHING CHARACTERISTICS:**

Incumbents in this position perform specialized duties related to fiscal accounting, processing and reporting requirements for student financial assistance loans, grants, work-study and fee waiver programs; assure compliance with established Federal and State regulations. Under the direction of the Financial Aid Administrator, coordinates the processing of student financial aid applications and provides technical information, and performs need analysis.

**REPRESENTATIVE DUTIES:**

**Essential duties and responsibilities include the following. Other job-related duties may be assigned.**

- Work within complex ERP (Enterprise Resource Planning) System; including campus-based, Federal, and State student financial aid assistance internet based student record systems.
- Evaluate applications and required documentation to determine financial need and program eligibility; certify eligibility for student loan programs according to State and federal requirements. Package financial aid awards to meet student needs as defined in a variety of State and federal grant, loan and fee waiver programs.
- Perform monthly reconciliations, monitors and tracks program budgets, determines final Needs Analysis, makes changes as needed for College Work Study and Direct Loan programs.
- Perform weekly Data load function to import from Department of Ed into Banner. Process scholarships to ensure students are eligible, and prepare for Higher One disbursement for Systems Analyst.
- Serve as the first level of evaluation and recommendation on the Appeals Process.



- Work directly with XAP Corporation in conjunction with our CCC/Apply on-line Bogg procedures. Work to develop a reporting and data process that is easily accessible for inquiry. Represent Financial Aid on Curriculum Meeting as needed to ensure Title IV program compliance.
- Perform technical duties related to the federal work-study program; communicate with employers and students regarding job openings and requirements; prepare contracts for off-campus employers. Provide a contract and directions to all students and their supervisors in the Work Study Authorization Process.
- At the direction of the Financial Aid Administrator, set up and implement Financial Aid Standard Student Budget for each academic school year for campus-based awards; conduct county survey to determine cost-of-living expenses used for student budget.
- Maintain current knowledge of financial aid programs, software and eligibility requirements by attending meetings, workshops and conferences.
- Assist the Financial Aid Administrator and other financial aid personnel with special projects, file maintenance and reports as requested.
- Train and provide work direction to student workers.
- Work with students to resolve complex FAFSA and other financial aid related issues.
- Provide backup assistance to office personnel at the window and on the phones at peak processing times.
- Assist with training new personnel.
- Perform job-related duties as assigned.

**MINIMUM QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION AND EXPERIENCE:**

- Graduation from high school supplemented by college-level course work in business or related field and two years of increasingly responsible financial aid experience or any combination of training, experience, and/or education that provides the required knowledge, skills and abilities. Some experience with a financial aid computer data base is desirable

**LANGUAGE SKILLS:**

- Ability to read and explain laws, rules, guidelines, curriculum, schedules, policies and procedures affecting assigned area.
- Ability to effectively present information and respond to questions from students, staff and the general public.
- Bilingual skills preferred.

**MATHEMATICAL SKILLS:**

- Ability to add, subtract, multiply, and divide, using whole numbers, common fractions, and decimals.
- Ability to maintain financial aid accounts and prepare complex financial reports for government agencies.
- Ability to perform these operations using units of American money.

**REASONING ABILITY:**

- Ability to analyze complex data and resolve problems related to financial aid program eligibility and awards.
- Ability to determine eligibility for financial aid through need analysis. Interpret financial statements, income tax reports and related documents.
- Ability to interpret and apply Federal and State laws, rules and guidelines and community college curriculum and schedule, and policies and procedures affecting financial aid.
- Ability to solve practical problems and deal with a variety of variables in situations where only limited standardization exists.

**CERTIFICATES, LICENSES, REGISTRATION:**

- None required.

**OTHER SKILLS AND ABILITIES:**

Demonstrate knowledge of:

- Basic accounting techniques, practices and procedures.
- Rules, regulations, policies and procedures of Federal, State and District Financial Aid programs.
- Need analysis and packaging techniques.
- U.S. Delivery System Training Workshop procedures.



- U.S. Department of Education Verification Guide.
- College and community resources available to students
- Personal and financial problems encountered by college students and parents.
- Coordinate and oversee operations and activities of the Financial Aid office in the absence of the Financial Aid Administrator.
- Develop financial aid packages to meet financial need.
- Meet schedules and timelines.
- Prepare and maintain records, files, logs and lists.
- Interpret financial statements, income tax reports and related documents.
- Assist students in completing forms and applications.
- Train and provide work direction to student and temporary workers.
- Operate an electronic keyboard accurately at an acceptable rate of speed.
- Use financial aid, word processing, spreadsheet and data base management computer software effectively.
- Perform assigned work with speed and accuracy.
- Establish and maintain effective and cooperative working relationships with others.
- Demonstrate a sensitivity to relate to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.

**PHYSICAL DEMANDS:**

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties outlined in this classification, employees in this classification are regularly required to stand and sit for long periods of time, walk short distances on a regular basis, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices

over telephone and in person. An employee in this classification routinely performs work duties and attends work-related meetings at campus locations.

- All employees assigned to this classification must regularly lift, carry and/or move objects weighing up to 10 pounds.
- Specific vision abilities required for positions assigned to this classification include close vision (clear vision at 20 inches or less), color vision (ability to identify and distinguish colors), ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).

**WORK ENVIRONMENT:**

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- The work assigned to this classification is typically performed in a community college financial aid office environment. While performing the duties of this classification, the employee regularly is exposed to extensive contact with students, continual interruptions and the risks of computer-generated video radiation. The employee is occasionally exposed to vehicle traffic when traveling to attend off-campus meetings. The work environment is noisy.

RD/mc: 07.01.14

Board approved: \_\_\_\_\_



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

06/09/2014	Vendor Payment	2511054981-2511054984	\$415,674.53
06/09/2014	Vendor Payment	2511054985-2511054986	\$13,889.95
06/09/2014	Vendor Payment	2511054987	\$147.11
06/09/2014	Vendor Payment	2511054988-2511055074	\$158,958.43
06/12/2014	Vendor Payment	2511055075-2511055185	\$28,027.00
06/16/2014	Vendor Payment	2511055186-2511055188	\$8,114.96
06/16/2014	Vendor Payment	2511055189-2511055190	\$1,736.70
06/16/2014	Vendor Payment	2511055191-2511055193	\$234,772.84
06/16/2014	Vendor Payment	2511055194-2511055348	\$561,087.32
06/23/2014	Vendor Payment	2511055349	\$1,717.08
06/24/2014	Vendor Payment	2511055350-2511055352	\$12,040.02
06/24/2014	Vendor Payment	2511055353-2511055354	\$40,859.34
06/24/2014	Vendor Payment	2511055355-2511055360	\$114,368.66

CONTINUED ON NEXT PAGE:

Government Code: Board Policy: 3240 Estimated Fiscal Impact: \$4,126,503.75  
ECS 70902 & 81656

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

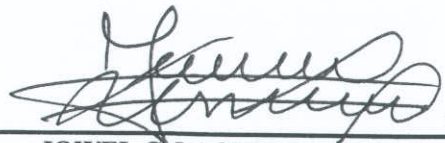
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

July 2, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

July 2, 2014

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

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

**TO: Members of the Governing Board**

**SUBJECT: WARRANT LISTINGS**

**REQUESTED ACTION: APPROVAL**

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**SUMMARY:**

**CONTINUED FROM PREVIOUS PAGE:**

06/24/2014	Vendor Payment	2511055361-2511055490	\$422,778.91
06/25/2014	Vendor Payment	2511055491-2511055561	\$179,214.90
06/25/2014	Vendor Payment	2511055562-2511055756	\$36,968.93
06/25/2014	Vendor Payment	2511055757-2511055759	\$32,413.03
07/01/2014	Vendor Payment	2511055760-2511055762	\$42,002.50
07/01/2014	Vendor Payment	2511055763-2511055766	\$49,863.73
07/01/2014	Vendor Payment	2511055767-2511055771	\$27,122.50
07/01/2014	Vendor Payment	2511055772-2511055833	\$1,475,552.98
07/02/2014	Vendor Payment	251105834-251105836	<u>\$269,192.33</u>
		<b>TOTAL</b>	<b>\$4,126,503.75</b>

Copies of the Warrant Listings are available online at [www.solano.edu](http://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.



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

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

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Nona Cohen-Bowman	Special projects and assist Human Resources with transition	July 1, 2014 – August 31, 2014	Not to exceed \$18,005.52

Workforce Development & Continuing Education  
Thomas Watkins, Interim Dean

Maria Diaz-Ramirez	Design and develop customized Spanish language training focusing on skill development in listening and speaking	June 24, 2014 – August 14, 2014	Not to exceed \$2,112.00
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Workforce Training and Grants Management  
Deborah Mann, Director

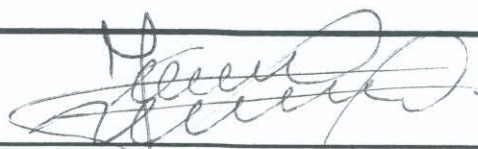
Joseph P. Gumina	Develop curriculum and training for the Alternative and Renewable Fuels and Vehicle Technologies Program (ARFVTP)	July 1, 2014 – September 30, 2014	Not to exceed \$15,000.00
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Yulian I. Ligioso

Vice President, Finance and Administration

July 2, 2014

Date Submitted



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

July 2, 2014

Date Approved

AGENDA ITEM 7.(g)  
MEETING DATE July 16, 2014

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

**TO:** Members of the Governing Board

**SUBJECT:** RENEWAL OF STUDENT INSURANCE POLICY  
FOR THE 2014-2015 ACADEMIC YEAR

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested to enter into contract renewal with Student Insurance for 2014-2015. The renewal policy covers Basic Coverage for students/intercollegiate athletes, Super Catastrophic Coverage for intercollegiate athletes, and Catastrophic Coverage for students only.

*Government Code:* \_\_\_\_\_ *Board Policy:* \_\_\_\_\_ *Estimated Fiscal Impact:* **\$70,843**

**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

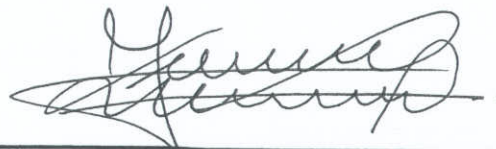
**TELEPHONE NUMBER**

Finance & Administration

**ORGANIZATION**

July 3, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 3, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RENEWAL OF CHILDREN'S PROGRAMS CONTRACT  
GENERAL CHILD CARE PROGRAM CCTR-4300 AND  
RESOLUTION

REQUESTED ACTION: APPROVAL

SUMMARY

This renewal agreement with the state of California, dated July 1, 2014, designated as number CCTR-4300, General Child Care and Development Program, Project Number 48-7055-00-4, shall be funded at a maximum reimbursable amount of \$232,491.00, based upon the governor's May revised budget.

The contract is effective from July 1, 2014 through June 30, 2015 for 192 days of child enrollment at a daily rate not to exceed \$34.38 per child.

Copies of the full agreement are in the Office of the Superintendent-President, Office of Finance and Administration, and the Office of the Director of Children's Programs.

Government Code: Board Policy: Estimated Fiscal Impact: \$232,491

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Christie Speck, Director  
Children's Programs

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

707-864-7183


TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

July 2, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

July 2, 2014

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 14 - 15**

DATE: July 01, 2014

CONTRACT NUMBER: CCTR-4300

PROGRAM TYPE: GENERAL CHILD CARE &  
DEV PROGRAMS

PROJECT NUMBER: 48-7055-00-4

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****CONTRACTOR'S NAME:** SOLANO COMMUNITY COLLEGE DISTRICT

By signing this contract and returning it to the State, the contractor is agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C), the GENERAL TERMS AND CONDITIONS (GTC-610) (both available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The contractor's signature certifies compliance with the Funding Terms and Conditions, the Current Application and the General Terms and Conditions.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2014 through June 30, 2015. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$232,491.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement	6,762.0
Minimum Days of Operation (MDO) Requirement	192

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Jowel C. Laguerre, Ph.D., Superintendent-Pres.			
TITLE Contracts, Purchasing and Conference Services		ADDRESS 4000 Suisun Valley Road Fairfield, CA 94534			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 232,491	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 232,491	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER See Attached		T.B.A. NO.		B.R. NO.	DATE



CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-4300

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 75,171	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-7055	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 75,171	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 35,860	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-7055	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 35,860	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 121,460	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 121,460	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> <b>SOLANO COMMUNITY COLLEGE DISTRICT</b>		<i>Federal ID Number</i> <b>94-600-2197</b>
<i>By (Authorized Signature)</i>  		
<i>Printed Name and Title of Person Signing</i> <b>Jowel C. Laguerre, Ph.D., Superintendent-President</b>		
<i>Date Executed</i>  		<i>Executed in the County of</i> <b>Solano</b>

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs;
- and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department



determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.



b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)



Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued

pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



## FEDERAL CERTIFICATIONS

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a transaction, grant, or cooperative agreement.

## 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

## 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

## A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

## 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,



to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee must insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

SOLANO COMMUNITY COLLEGE DISTRICT

4000 Suisun Valley Road

Fairfield, CA 94534

Check ☐ if there is a separate sheet attached listing all workplaces.

#### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

#### ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACT AGENCY)

SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT # 48.7055.00.4

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

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

SIGNATURE

DATE



## RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2014–15.**

## RESOLUTION

BE IT RESOLVED that the Governing Board of SOLANO COMMUNITY COLLEGE  
DISTRICT

authorizes entering into local agreement number/s CCTR-4300 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Dr. Jowel C. Laguerre	Secretary	
Pam Keith	Board President	

PASSED AND ADOPTED THIS 16th day of July 2014, by the  
Governing Board of Solano Community College District  
of Solano County, California.

I, Jowel C. Laguerre, Ph.D., Clerk of the Governing Board of  
Solano Community College District, of Solano, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a REGULAR meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

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

**TO:** Members of the Governing Board

**SUBJECT:** RENEWAL OF CHILDREN'S PROGRAMS CONTRACT  
GENERAL CHILD CARE PROGRAM CSPP-4570 AND  
RESOLUTION

**REQUESTED ACTION:** APPROVAL

**SUMMARY**

This renewal agreement with the state of California, dated July 1, 2014, designated as number CSPP-4570, California State Preschool Program, Project Number 48-7055-00-4, shall be funded at a maximum reimbursable amount of \$360,503.00, based upon the governor's May revised budget.

The contract is effective from July 1, 2014 through June 30, 2015 for 192 days of child enrollment at a daily rate not to exceed \$34.38 per child.

Copies of the full agreement are in the Office of the Superintendent/President, Office of Finance and Administration, and the Office of the Director of Children's Programs.

*Government Code:* \_\_\_\_\_ *Board Policy:* \_\_\_\_\_ *Estimated Fiscal Impact:* **\$360,503**

**SUPERINTENDENT'S RECOMMENDATION:**

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

Christie Speck, Director  
Children's Programs

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7183

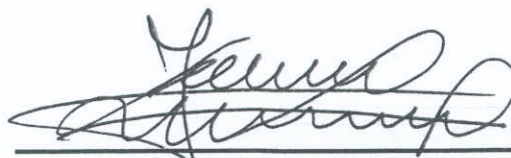
**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

July 2, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

  
\_\_\_\_\_  
**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent-President

July 2, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 14 - 15**DATE: July 01, 2014CONTRACT NUMBER: CSPP-4570PROGRAM TYPE: CALIFORNIA STATE  
PRESCHOOL PROGRAMPROJECT NUMBER: 48-7055-00-4**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****CONTRACTOR'S NAME:** SOLANO COMMUNITY COLLEGE DISTRICT

By signing this contract and returning it to the State, the contractor is agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C), the GENERAL TERMS AND CONDITIONS (GTC-610) (both available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The contractor's signature certifies compliance with the Funding Terms and Conditions, the Current Application and the General Terms and Conditions.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2014 through June 30, 2015. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$360,503.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement	10,486.0
Minimum Days of Operation (MDO) Requirement	192

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Jowel C. Laquerre, Ph.D., Superintendent-Pres.	
TITLE Contracts, Purchasing and Conference Services		ADDRESS 4000 Suisun Valley Road, Fairfield, CA 94534	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 360,503	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 360,503	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CSPP-4570

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 40,582	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-7055	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 40,582	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 19,360	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-7055	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 19,360	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 234,988	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 234,988	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 65,573	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 65,573	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	



CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> <b>SOLANO COMMUNITY COLLEGE DISTRICT</b>		<i>Federal ID Number</i> <b>94-600-2197</b>
<i>By (Authorized Signature)</i>  		
<i>Printed Name and Title of Person Signing</i> <b>Jowel C. Laguerre, Ph.D., Superintendent-President</b>		
<i>Date Executed</i>  		<i>Executed in the County of</i> <b>Solano</b>

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs;
- and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department

determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

**5. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**6. SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.



b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)



Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued



pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee must insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Solano Community College

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Fairfield, CA 94534

Check ☐ if there is a separate sheet attached listing all workplaces.

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a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

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As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACT AGENCY)		CONTRACT #
SOLANO COMMUNITY COLLEGE DISTRICT		CSPP-4570
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
JOWEL C. LAGUERRE, Ph.D.		
SIGNATURE		DATE



**FEDERAL CERTIFICATIONS****CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

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(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

## RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2014–15.**

## RESOLUTION

BE IT RESOLVED that the Governing Board of SOLANO COMMUNITY COLLEGE  
DISTRICT

authorizes entering into local agreement number/s CSPP-4570 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Dr. Jowel C. Laguerre	Secretary	
Pam Keith	Board President	

PASSED AND ADOPTED THIS 16th day of July 2014, by the  
Governing Board of SOLANO COMMUNITIY COLLEGE DISTRICT  
of Solano County, California.

I, Jowel C. Laguerre, Ph.D., Clerk of the Governing Board of  
Solano Community College District, of Solano, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a REGULAR meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: GRANT AGREEMENT 14-179-043 BETWEEN SOLANO  
COMMUNITY COLLEGE DISTRICT, THE BOG, AND  
THE CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE, SACRAMENTO, CALIFORNIA

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

A new grant agreement between Solano Community College District, the BOG, and the California Community Colleges Chancellor's Office, Sacramento, California, is being presented for review and approval by the Governing Board. The approval of this agreement benefits the Registered Nursing Program at Solano Community College by providing funds needed to maintain its current enrollment capacity and to expand such capacity by exploring the possibility of admitting students to the Program twice each year, all within the scope of the mission and efforts of the Economic and Workforce Development Program.

The term of this grant shall be from July 1, 2014 through June 30, 2015. Total amount of grant funds requested is \$118,187.00

A copy of the Agreement is available for review in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the Office of the California Community Colleges Chancellor, Sacramento, California.

Approval is requested at this time.

*Government Code: CCR 1427 Board Policy: 3520 Estimated Fiscal Impact: \$118,187.00*  
**BOT 2013-2014 Goals: Goal #3**

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Maurice McKinnon, Ed.D., Interim Dean  
School of Health Sciences

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7108

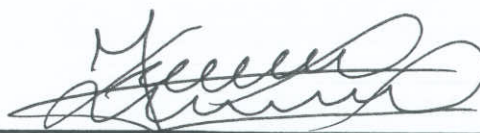
**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

July 2, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 2, 2014

**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: Solano Community College

**Grant Agreement**

**BOG-CCCCO USE ONLY**

**Workforce and Economic Development**

**Enrollment Growth for Associate Degree Nursing Program**

**Grant Agreement No.: 14 - 179 - 043**

**Funding Fiscal Year**

2014-15

**Total Amount Encumbered : \$ 118,187**

**RFA # 14 - 179**

This grant is made and entered into, by and between, the BOG, California Community Colleges Chancellor's Office and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of this Grant Agreement face sheet and the Grantee's application, with all required forms. The RFA Specification and the Grant Agreement Legal Terms and Conditions (Articles I, Eff. 05/14 and II, Eff. 04/14), as set forth in the RFA Instructions are incorporated into this grant by reference.

The total amount payable for this grant shall not exceed the amount specified above as "Amount Encumbered".

The term of this grant shall be from July 1, 2014 through June 30, 2015. The Final Report must be submitted within 60 days of the grant 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.

**GRANTEE**

**Project Director:** Maurice McKinnon

**Total Grant Funds Requested:** \$ 118,187

**Signature, Chief Executive Officer** (or authorized Designee)

**Date:**

**Print Name/Title of Person Signing:**

**District Address:** 4000 Suisun Valley Rd.  
Fairfield, CA 94534-3197

**STATE OF CALIFORNIA**

**Project Monitor:**

Brenda Fong

**Agency Address:** 1102 Q Street, Suite 4554

Sacramento, CA 95811-6539

Item:	Object of Expenditure	Chapter	Statute	Fiscal Year	Amount
6870 - 101 - 0001	3233 - 751 - 29510		2014	2014-15	\$ 118,187
-	-				

**Total Amount Encumbered : \$ 118,187**

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

**Date:**

**Signature, Deputy Chancellor** (or authorized Designee)

**Date:**

**Print Name/Title of Person Signing:**

**Erik Skinner, Deputy Chancellor**



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: GRANT AGREEMENT 14-180-029 BETWEEN SOLANO  
COMMUNITY COLLEGE DISTRICT, THE BOG, AND  
THE CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE, SACRAMENTO, CALIFORNIA

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

A new grant agreement between Solano Community College District, the BOG, and the California Community Colleges Chancellor's Office, Sacramento, California, is being presented for review and approval by the Governing Board. The Registered Nursing Program provides high quality nursing education and training to individuals pursuing nursing as a career; thus, addressing the healthcare needs of our citizens. The approval of this agreement benefits the Registered Nursing Program at Solano Community College by providing funds needed to retain students, assist with program completion, and prepare them for a seamless academic progression to a more advanced level, all within the scope of the mission and efforts of the Economic and Workforce Development program.

The term of this grant shall be from July 1, 2014 through June 30, 2015. Total amount of grant funds requested is \$91,200.00.

A copy of the Agreement is available for review in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the Office of the California Community Colleges Chancellor, Sacramento, California.

Government Code: CCR 1427 Board Policy: 3520 Estimated Fiscal Impact: \$ 91,200  
BOT 2013-14 Goals: Goal #3

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Maurice McKinnon, Ed.D., Interim Dean  
School of Health Sciences

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

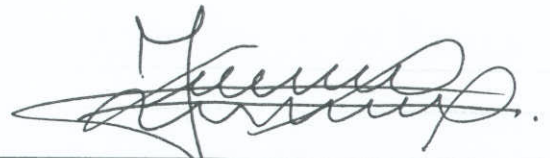
**ADDRESS**

707-864-7108

**TELEPHONE NUMBER**

Academic Affairs  
**ORGANIZATION**

July 2, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 2, 2014  
**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: Solano Community College

**Grant Agreement**

Workforce and Economic Development

Assessment, Remediation & Retention for Associate  
Degree Nursing (RN) Programs

RFA # **14 - 180**

**BOG-CCCCO USE ONLY**

Grant Agreement No.: **14 - 180 - 029**

Funding Fiscal Year

2014-15

Total Amount Encumbered : \$ **91,200**

This grant is made and entered into, by and between, the BOG, California Community Colleges Chancellor's Office and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of this Grant Agreement face sheet and the Grantee's application, with all required forms. The RFA Specification and the Grant Agreement Legal Terms and Conditions (Articles I, Eff. 05/14 and II, Eff. 04/14), as set forth in the RFA Instructions are incorporated into this grant by reference.

The total amount payable for this grant shall not exceed the amount specified above as "Amount Encumbered".

The term of this grant shall be from July 1, 2014 through June 30, 2015. The Final Report must be submitted within 60 days of the grant 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.

**GRANTEE**

Project Director: Maurice McKinnon

Total Grant Funds Requested: \$ **91,200**

Signature, Chief Executive Officer (or authorized Designee)

Date:

Print Name/Title of Person Signing:

District Address: 4000 Suisun Valley Rd.

Fairfield, CA 94534-3197

**STATE OF CALIFORNIA**

Project Monitor:

Brenda Fong

Agency Address: 1102 Q Street, Suite 4554

Sacramento, CA 95811-6539

Item:	Object of Expenditure	Chapter	Statute	Fiscal Year	Amount
6870 - 101 - 0001	3233 - 751 - 29510		2014	2014-15	\$ 91,200
-	-				

Total Amount Encumbered : \$ **91,200**

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

Date:

Signature, Deputy Chancellor (or authorized Designee)

Date:

Print Name/Title of Person Signing:

Skinner, Deputy Chancellor



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

**TO: Members of the Governing Board**

**SUBJECT: APPROVAL OF MEMORANDUM OF UNDERSTANDING  
BETWEEN FAIRFIELD-SUISUN UNIFIED SCHOOL  
DISTRICT AND SOLANO COMMUNITY COLLEGE**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

This item is seeking approval from the Board for the formalization of the attached MOU, whereas the Fairfield-Suisun Unified School District and Solano Community College desire both parties work together to meet the goals of the AB 86 legislation as they apply to Solano County.

The District agrees to provide a Project Manager who will manage the AB 86 Consortium Planning Grant and coordinate within the Solano County Consortium to meet the needs for Adult Education in Solano County.

A copy of the Memorandum of Understanding is available in the Office of the Superintendent-President, and in the Office of Workforce Development and Continuing Education (WDCE).

Approval is requested at this time.

*Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$45,000 expense item budgeted from the \$266,000 Planning and Implementation Grant.  
BOT 2013-14 Goal:#4 Vision and Strategic Planning*

**SUPERINTENDENT'S RECOMMENDATION:**

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

Thomas Watkins, Interim Dean  
Workforce Development & Continuing Education

**PRESENTER'S NAME**

2002 North Village Parkway  
Vacaville, CA 95688

**ADDRESS**

707-864-7140

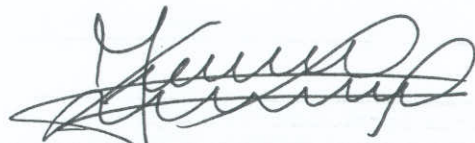
**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

July 2, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 2, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



*FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT*

**MEMORANDUM OF UNDERSTANDING**

**Between the Fairfield-Suisun Unified School District**  
**And Solano Community College**

This Memorandum of Understanding, made this 1<sup>st</sup> day of July 2014, is by and between the Fairfield-Suisun Unified School District, a political subdivision of the State of California, hereinafter referred to as "District", and, **Solano Community College**, hereinafter referred to as "SCC", together hereinafter referred to as "Parties".

**WHEREAS**, the District and SCC desire both parties work together to meet the goals of AB86 legislation as they apply to Solano County.

The District **agrees to** provide a Project manager who will manage the AB86 Consortium Planning Grant and coordinate within the Solano Consortium to meet the needs for Adult Education in Solano County.

**Responsibilities of the District and Project Manager.**

1. Schedule and convene AB86 Solano Consortium meetings. Develop agendas and timelines toward meeting goals of AB86 legislation as they apply to Solano County. Take minutes and disseminate them to all consortium members. Track progress toward meeting AB86 goals.
2. Solicit community agency members as Solano Consortium partners.
3. Collect data from member agencies to reflect current educational services for adults (adult basic education, adult secondary education, English as a Second Language, Career Technical Education and adults with disabilities).
4. Lead the development of a needs assessment to gather data regarding needs for adult education services in Solano County. Schedule conducting of the assessment.
5. Work with the AB86 Solano Consortium to analyze all data and determine unmet needs for adult education services in Solano County.
6. Work with the Consortium to develop a comprehensive plan for meeting needs for adult education services in Solano County.
7. Develop the narrative reports of AB86 Solano Consortium activity for approval by all consortium members and submission to the AB 86 Workgroup.



8. Involve adult education teachers and Solano County faculty in development of a plan for meeting needs for adult education services in Solano County.
9. Develop presentations for AB86 Consortium members on research-based and best practices programs for delivery of services transitioning adults from basic education through career readiness education into post-secondary education including career education, and into the workplace.

**Responsibilities of SCC.**

1. SCC shall provide payment toward the Project Manager's salary in the amount of \$45,000 plus statutory benefits.
2. SCC will ensure payment is made one-half in December 2014 and balance in June 2015. Total amount includes salary and statutory benefits.

**Term.** The term of this Agreement shall commence on **July 1, 2014**, and shall expire on **June 30, 2015**.

**Termination.** Either party may, upon thirty (30) days written notice to the other party, with or without reason, terminate this Agreement. Notice shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

**Indemnification by SCC.** SCC shall defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "District's 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 SCC in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District's indemnified parties.

**Indemnification by District.** District shall defend, indemnify, and hold harmless the SCC, its agents, representatives, officers, employees, trustees, directors and volunteers (the "SCC's 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, unless the claims are caused by the sole negligence or willful misconduct of the SCC's indemnified parties.

**Compliance With Laws.** The parties shall observe and comply with all federal, state, and local laws, ordinances and regulations. The parties shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Agreement as indicated or specified. If a party observes that any of the activities contemplated in this Agreement is at variance with any such laws, ordinance, rules or regulations, it shall notify the other party in writing

immediately.

**Limitation of District Liability.** 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 or the services or activities performed in connection with this Agreement.

**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**

Fairfield-Suisun Unified School District  
2490 Hilborn Road  
Fairfield, CA 94534  
Attn: Amanda Patton, Director  
Purchasing and Contract Services

**SCC**

Solano Community College  
4000 Suisun Valley Road  
Fairfield, CA 94534  
Attn:

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

Fairfield-Suisun Unified School District

Solano Community College

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kelly Morgan  
Assistant Superintendent  
Business Services

By: Julian Ligioso Date: 6/13/14  
Fiscal Director  
VP Finance & Administration

Approved as to Form

By: Amanda Patton Date: 5/29/14  
Amanda Patton, Director  
Purchasing and Contract Services

**FOR DISTRICT REFERENCE PURPOSES**

Requested by: Sheila McCabe, Director, Secondary Education  
Purpose: Project Manager AB86 Consortium Planning Grant  
Location(s): Fairfield-Suisun Unified School District



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT BETWEEN SOLANO COMMUNITY  
COLLEGE DISTRICT AND MARIANI PACKING CO., INC.  
— SPANISH

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

This item is seeking approval from the Board for the formalization of the training program set up with Mariani Packing Co., Inc. by Workforce Development & Continuing Education (WDCE).

The training program will concentrate on teaching Spanish to supervisory employees of Mariani Packing Co., Inc. Employees will attend 32 hours of training, in 32 sessions of one hour each. Training will be held at Mariani Packing Co., Inc. in Vacaville. Training will be on Tuesdays and Thursdays, 12:00 p.m. – 1:00 p.m., and 1:15 p.m. – 2:15 p.m., from June 24 - August 14, 2014.

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 Workforce Development and Continuing Education (WDCE).

Approval is requested at this time.

Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$ 5064.00 revenue  
BOT 2013-2014 Goals: #3

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Thomas Watkins, Interim Dean  
Workforce Development & Continuing Education

PRESENTER'S NAME

2002 North Village Parkway  
Vacaville, CA 95688

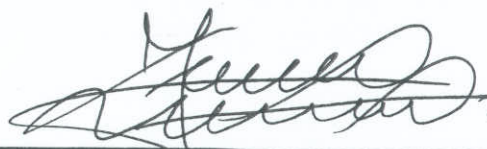
ADDRESS

707-864-7140

TELEPHONE NUMBER

Academic Affairs  
ORGANIZATION

July 2, 2014  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

July 2, 2014  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT  
AGREEMENT FOR EDUCATIONAL SERVICES**

This agreement is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **MARIANI PACKING CO., INC., 500 CROCKER DRIVE, VACAVILLE, CA, 95688**, hereinafter referred to as "Mariani Packing Co., Inc."

**WHEREAS**, Mariani Packing Co., Inc. desires to engage the District to render special educational services,

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

- A. The District will provide customized Spanish Language training for Mariani Packing Co., Inc. Supervisory employees.
- B. The District will develop, coordinate, deliver, and evaluate the training. Employees will attend 32 hours of training, in 32 sessions of 1 hour each. Training will be held at Mariani Packing Co., Inc.. Training will be on Tuesdays & Thursdays, 12:00 noon - 1:00 p.m., and 1:15 p.m. – 2:15 p.m.; from June 24 - August 14, 2014. All successful completers will receive Certificates of Success. Additional training can be scheduled as needed with an addendum to this contract.
- C. Mariani Packing Co., Inc. will identify all employees who will participate in training.
- D. Mariani Packing Co., Inc. will compensate the District for all services rendered and expenses at a rate of five-thousand, sixty-four dollars and no cents (\$5,064.00). The cost is inclusive for all instruction and teaching/training materials.
- E. Payments by Mariani Packing Co., Inc. to the District will be due upon receipt of invoice.
- F. **IT IS MUTUALLY UNDERSTOOD** that Mariani Packing Co., Inc. and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to Mariani Packing Co., Inc. and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, Mariani Packing Co., Inc., its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of Mariani Packing Co., Inc.. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.



Mariani Packing Co., Inc. will indemnify, and hold harmless in any actions of law or equity, the District, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of Mariani Packing Co., Inc. under this Agreement or of any persons directly or indirectly employed by, or acting as agent for Mariani Packing Co., Inc., but not including the sole negligence or willful misconduct of the District. This indemnification shall extend to claims losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve Mariani Packing Co., Inc. from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of Mariani Packing Co., Inc. operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

- H. Mariani Packing Co., Inc. agrees that it will not discriminate in the selection of any student to receive instruction pursuant to the Agreement because of sex, sexual preference, race, color, religious creed, national origin, marital status, veteran status, medical condition, age (over 40), pregnancy, disability, and political affiliation. In the event of Mariani Packing Co., Inc.'s non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.

\_\_\_\_\_  
Kathleen Maschal, SPHR  
Human Resources

Mariani Packing Co, Inc.  
Vacaville, CA

Date \_\_\_\_\_

\_\_\_\_\_  
Thomas D. Watkins  
Interim Dean, Workforce Development &  
Continuing Education  
Solano Community College  
Fairfield, CA

Date \_\_\_\_\_

\_\_\_\_\_  
Jowel C. Laguerre, Ph.D.  
Superintendent-President  
Solano Community College  
Fairfield, CA

Date \_\_\_\_\_

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

**TO:** Members of the Governing Board

**SUBJECT:** CONTRACT BETWEEN SOLANO COMMUNITY  
COLLEGE DISTRICT AND MARIANI PACKING CO., INC.  
— ENGLISH AS A SECOND LANGUAGE (ESL)

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

This item is seeking approval from the Board for the formalization of the training program set up with Mariani Packing Co., Inc., by Workforce Development & Continuing Education (WDCE).

The training program will concentrate on teaching English as a Second Language to employees of Mariani Packing Co., Inc. Employees will attend 32 hours of training, in 32 sessions of one hour each. Training will be held at Mariani Packing Co., Inc. in Vacaville. Training will be on Tuesdays and Thursdays, 2:30 p.m. – 3:30 p.m., and 3:45 p.m. – 4:45 p.m., from June 24 - August 14, 2014.

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 Workforce Development and Continuing Education (WDCE).

Approval is requested at this time.

*Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$ 5235.00 Revenue*  
**BOT 2013-2014 Goals: #3**

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Thomas Watkins, Interim Dean  
Workforce Development & Continuing Education

**PRESENTER'S NAME**

2002 North Village Parkway  
Vacaville, CA 95688

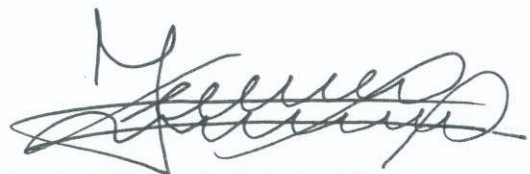
**ADDRESS**

707-864-7140

**TELEPHONE NUMBER**

Academic Affairs  
**ORGANIZATION**

July 2, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 2, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



## SOLANO COMMUNITY COLLEGE DISTRICT AGREEMENT FOR EDUCATIONAL SERVICES

This agreement is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **MARIANI PACKING CO., INC., 500 CROCKER DRIVE, VACAVILLE, CA, 95688**, hereinafter referred to as "Mariani Packing Co., Inc."

**WHEREAS**, Mariani Packing Co., Inc. desires to engage the District to render special educational services,

### **THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

- A. The District will provide customized English as Second Language training for Mariani Packing Co., Inc. employees.
- B. The District will develop, coordinate, deliver, and evaluate the training. Employees will attend 32 hours of training, in 32 sessions of 1 hour each. Training will be held at Mariani Packing Co., Inc.. Training will be on Tuesdays & Thursdays, 2:30 P.M. - 3:30 p.m., and 3:45 p.m. - 4:45 p.m.; from June 24 - August 14, 2014. All successful completers will receive Certificates of Success. Additional training can be scheduled as needed with an addendum to this contract.
- C. Mariani Packing Co., Inc. will identify all employees who will participate in training.
- D. Mariani Packing Co., Inc. will compensate the District for all services rendered and expenses at a rate of five-thousand, two-hundred, thirty-five dollars and no cents (\$5,235.00). The cost is inclusive for all instruction and teaching/training materials.
- E. Payments by Mariani Packing Co., Inc. to the District will be due upon receipt of invoice.
- F. **IT IS MUTUALLY UNDERSTOOD** that Mariani Packing Co., Inc. and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to Mariani Packing Co., Inc. and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, Mariani Packing Co., Inc., its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of Mariani Packing Co., Inc.. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Mariani Packing Co., Inc. will indemnify, and hold harmless in any actions of law or equity, the District, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of Mariani Packing Co., Inc. under this Agreement or of any persons directly or indirectly employed by, or acting as agent for Mariani Packing Co., Inc., but not including the sole negligence or willful misconduct of the District. This indemnification shall extend to claims losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve Mariani Packing Co., Inc. from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of Mariani Packing Co., Inc. operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

- H. Mariani Packing Co., Inc. agrees that it will not discriminate in the selection of any student to receive instruction pursuant to the Agreement because of sex, sexual preference, race, color, religious creed, national origin, marital status, veteran status, medical condition, age (over 40), pregnancy, disability, and political affiliation. In the event of Mariani Packing Co., Inc.'s non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.

\_\_\_\_\_  
Kathleen Maschal, SPHR  
Human Resources

Mariani Packing Co, Inc.  
Vacaville, CA

Date \_\_\_\_\_

\_\_\_\_\_  
Thomas D. Watkins  
Interim Dean, Workforce Development &  
Continuing Education  
Solano Community College  
Fairfield, CA

Date \_\_\_\_\_

\_\_\_\_\_  
Jowel C. Laguerre, Ph.D.  
Superintendent-President  
Solano Community College  
Fairfield, CA

Date \_\_\_\_\_



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

**TO:** Members of the Governing Board

**SUBJECT:** SECOND AMENDMENT TO THE YOUTH  
EMPOWERMENT STRATEGIES FOR SUCCESS –  
INDEPENDENT LIVING PROGRAM (YESS-ILP) GRANT

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Solano Community College's Youth Empowerment Strategies for Success – Independent Living Program (YESS-ILP), funded by the Foundation for California Community Colleges in the amount of \$22,500, is designed to assist current and former foster youth in successfully navigating the community college system while simultaneously teaching them basic life skills.

The Foundation for California Community Colleges and Solano Community College District entered into a Grant Agreement on July 1, 2013. The term of the grant was from July 1, 2013 through June 30, 2014.

This Amendment 02 to the Agreement with the District is entered into for the purpose of extending the agreement from July 1, 2014 through June 30, 2015.

Approval is requested at this time.

*Government Code: N/A*

*Board Policy: 3520*

*Estimated Fiscal Impact: \$22,500*

**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**

707-864-7000 ext. 4694

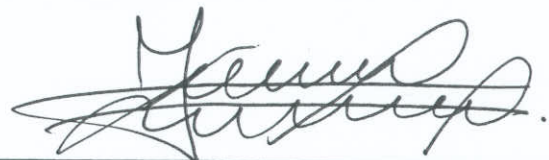
**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

July 3, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 3, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES

## YOUTH EMPOWERMENT STRATEGIES FOR SUCCESS - INDEPENDENT LIVING PROGRAM

### AMENDMENT 02 to the GRANT AGREEMENT

By and Between  
Solano Community College District  
and  
Foundation for California Community Colleges

The Foundation for California Community Colleges, a California nonprofit 501(c)(3) corporation ("FCCC") entered into a Youth Empowerment Strategies for Success – Independent Living Program ("YESS-ILP") Grant Agreement ("Agreement") with Solano Community College District ("District") on July 1, 2013 for the purpose of providing grant funding, fiscal management, and accountability for the YESS-ILP operated by District's Solano Community College (College).

This Amendment 02 to the Agreement with the District is entered into for the purpose of extending the Agreement from July 1, 2014 through June 30, 2015 and otherwise amend the Agreement as stated herein.

Therefore, it is mutually agreed between the parties that the Agreement is amended as follows:

**Section 2 "Duties of District as Grantee" subsection 2.01a is hereby added as follows, effective as of July 1, 2014:**

#### 2. DUTIES OF DISTRICT AS GRANTEE

District shall:

- 2.01a Complete the tasks and requirements described in Participating College's Core Roles and Responsibilities and Campus Work Plan 2014-2015 Program Year, Exhibit A, attached hereto and incorporated by reference.

**Section 3 "Terms of Grant" subsection 3.01 is hereby amended as follows, effective as of July 1, 2014:**

#### 3. TERMS OF GRANT

- 3.01 The term of this Agreement shall be for a period of two (2) program years; beginning July 1, 2013 and through June 30, 2015. All performance under this Agreement shall be completed by June 30, 2015. In order to receive complete reimbursement under this Agreement, District shall ensure that FCCC has received Year End Report and Final Monthly Reimbursement Invoice no later than July 15, 2014 for the 2013-14 fiscal year, and no later than July 15, 2015 for the 2014-15 fiscal year. These documents shall be addressed to the Director:



Youth Empowerment Strategies for Success – ILP  
Foundation for California Community Colleges  
1102 Q Street, Suite 3500  
Sacramento, CA 95811  
Attn: Colleen Ammerman

**Section 4 “Grant Amounts and Payments” subsections 4.01a, 4.04c, and 4.05 are hereby amended as follows, effective as of July 1, 2014:**

**4. GRANT AMOUNT AND PAYMENTS**

- 4.01a In consideration of satisfactory performance of services described in this Agreement and Exhibits, FCCC agrees to pay District a total amount not to exceed \$ 22,500, as set forth in 2014-2015 YESS-ILP Budget, Exhibit B, attached hereto and incorporated by reference.
- 4.04.1 Payments shall be made as set forth below:
- c. Funds available under this Agreement that are not expended within the corresponding performance period (July 1, 2013-June 30, 2014 and July 1, 2014-June 30, 2015) and invoiced by District within the corresponding invoicing guidelines (July 15, 2014 and July 15, 2015) shall revert back to FCCC.
- 4.05 District is required to provide FCCC a forecast of the current year’s annual expenditures by December 1, 2013 and December 1, 2014.

**Section 5 “Agreement Revisions and Level of YESS-ILP Student Enrollment” subsections 5.01 and 5.02 are hereby amended as follows, effective as of July 1, 2014:**

**5. AGREEMENT REVISIONS AND LEVEL OF YESS-ILP STUDENT ENROLLMENT**

- 5.01 Changes to this Agreement, District’s performance objectives, work plan, budget, and student enrollment levels must receive prior written approval by Director.
- 5.02 District’s Solano Community College is required to enroll and serve thirty (30) youth in Life Skill Training classes and/or activities.

**Section 6 “Reports” subsection 6.03 is hereby amended as follows, effective as of July 1, 2014:**

**6. REPORTS**

- 6.03 Final Monthly Reimbursement Invoice and Year End Report: Submitted to FCCC no later than July 15, 2014 and July 15, 2015, using prescribed forms.

**Section 15 "Non-Discrimination and Affirmative Action" is hereby replaced with the following, effective as of July 1, 2014:**

**15. Non-Discrimination and Affirmative Action**

- 15.01 During the performance of this Agreement, District, participating colleges within the district, and any of its subcontractors 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, physical disability (including HIV and AIDS), mental disability, medical condition (e.g. cancer), age (over 40), marital status, and denial of family care leave. District shall insure that the evaluation and treatment of their employees and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285 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 Agreement by reference and made a part hereof as if set forth in full. District shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. District shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 15.02 District shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

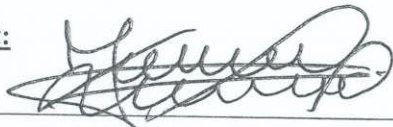
All other terms of said agreement shall remain unchanged and in full force and effect.

[Signature Page to Follow]



In consideration of all mutual promises, the Parties hereto have executed this Amendment 02 per the dates and signatures below.

**On behalf of the District:**

Signature:  Date: 07-07-14

Name: Towel C. LAGUERKE, Ph.D.

Title: Superintendent - President

District Tax ID Number: \_\_\_\_\_

**On behalf of FCCC:**

**FCCC Corporate Officer:**

Signature: John O'Sullivan Date: Jun 23, 2014  
John O'Sullivan (Jun 23, 2014)

Name: \_\_\_\_\_

Title: VP of Finance & Chief Financial Officer

**Other Authorized Signatory:**

Signature: Joseph Quintana Date: Jun 23, 2014  
Joseph Quintana (Jun 23, 2014)

Name: \_\_\_\_\_

Title: Vice President, Program Development

Please return one (1) of the two (2) Agreements with original signatures to:

Contracts Department  
Foundation for California Community Colleges  
1102 Q Street, Suite 3500  
Sacramento, CA 95811

For information or assistance, please contact Colleen Ammerman at (916) 325-8572 or by e-mail: [cammerman@foundationccc.org](mailto:cammerman@foundationccc.org).

## **EXHIBIT A**

### **Participating College's Core Roles and Responsibilities And Campus Work Plan**

#### **PARTICIPATING COLLEGE'S CORE ROLES AND RESPONSIBILITIES-CAMPUS WORK PLAN**

The District/College agrees to provide the following services:

1. Work with, as appropriate, the local County Independent Living Program staff, adult caregivers, college ILP Advisory Boards, and other agencies that work with current and transitioned foster and probation youth, and community members to further the educational and employment training of foster, probation, and transitioned youth.
2. Complete an annual Training Plan. The Training Plan will include the curricula and other materials to be used, and a description of the college's role in local collaboration activities as it relates to job readiness and maintenance, education and career preparation for current and transitioned foster and probation youth between the ages of 16 through 21.
3. Provide a minimum of (48) forty eight hours per year of financial literacy and life skills training to include job readiness and maintenance, college and career preparation, and alternative secondary education options to current and transitioned foster and probation youth ages 16 through 21. Training for youth will be available to adult care providers including foster parents, kinship caregivers, group home staff, foster family agencies, resource families, and other significant adults. Caregiver involvement will focus on transition preparation that promotes a youth's more successful transition to adulthood. At a minimum, 25% of the hours will be experiential workshops for the youth. Experiential workshops are defined as activities which require youth to be actively participating. Some examples may include: completing job applications, participating in independent and job city events, applying for financial aid, cooking, going to a grocery store, etc.
4. Provide an array of competency/experiential/skill-based educational training materials, at no charge to the participants, which include Internet-based and technology curricula in addition to other cost-effective materials. Examples of specific curricula include: A Pocket Guide for Independent Living; The Real Games Curriculum; Financial First; Money Talks; Creative Wealth; Ready, Set, Fly! A Parent's Guide to Teaching Life Skills. Other areas of training may include: The Ansell/Casey Life Skills Assessment, registration for WorkSource/OneStop Centers, completing job applications online, resource seeking through the Internet, financial literacy, and other relevant topics including the WIA 10 Core Elements.
5. Administer FCCC's Pre & Post Assessment which may include: The Ansell/Casey Life Skills Assessment, to eligible foster and probation youth participating in the YESS-ILP. Documentation and results will be reported to FCCC quarterly.
6. Provide life skills trainings and materials free of charge to eligible participants.
7. Provide quarterly and annual reports to FCCC based on YESS-ILP data. The reports will include information on the number of YESS-ILP classes provided, total number of hours of YESS-ILP program education, total number of youth and adult participants, and the results of the Pre & Post



Assessment. In addition to required program reports, community college subcontractors will submit monthly fiscal reports that reflect the actual funds expended by the college YESS-ILP.

8. Host at least (1) one Speaker Bureau per academic semester using youth focused guidelines. Speaker Bureau nights may include but are not limited to; transition youth alumni events, youth presentations to local foster parent associations, an/or permanency events. Information regarding Speaker Bureau activities will be submitted to the FCCC in the required quarterly reports.
9. Host one Transitioned Youth Roundtable per college per year. Submit summary data to FCCC.
10. Provide technology activities such as teaching computer skills and locating Internet sites that promote self-sufficiency of foster youth. Collaborate with other FCCC programs to link foster youth with technology training and resources. In addition, current and transitioned foster and probation youth and their care providers will be made aware of other community college resources and services that are available.
11. Provide training and educational services on the college campus to current and transitioned foster and probation youth. These services shall include, but not be limited to, financial aid and scholarships, EOPS, ROP, certificate/vocational programs, job placement, career exploration, and computer labs.
12. A minimum of (1) one staff member from each college YESS-ILP is required to participate in the Youth and Adult Services annual training event.

Action	Timeline	Person Responsible	Details
<b>Primary Program Services &amp; Activities</b>			
Collaborate with on and off-campus partners.	ongoing	Kamber Sta. Maria	Meet periodically with stakeholders.
Indicate the primary contact for one-on-one interaction with youth.	ongoing	Kamber Sta. Maria	Counselor will be available to interact with students 5 days a week.
Provide <b>financial literacy training</b> to program participants, for a minimum of 12 hours per year.	Completed by 5-31-2015	Kamber Sta. Maria	Students will be enrolled in a 3 unit, CSU transferable course Coun 058 Life Management. In addition, our college will begin offering a financial literacy workshop series through our financial aid office.
Please identify experiential activities planned for the financial literacy module.	Completed by 5-31-2015	Kamber Sta. Maria	Course Outline Attached.
Provide <b>daily life skills training</b> to program participants, for a minimum of 12 hours per year.	Completed by 5-31-2015	Kamber Sta. Maria	Students will be enrolled in two 3 unit, CSU transferable courses Coun 058 Life Management and Coun 083 Applied Psychology. In addition, I would like to offer a retreat to work on this module over winter break depending on funding.
Please identify experiential activities planned for the daily living skills module.	Completed 5-31-2015	Kamber Sta. Maria	Course Outlines Attached.
Provide <b>employment preparation training</b> to program participants, for a minimum of 12 hours a year.	Completed 5-31-2015	Kamber Sta. Maria	Students will be enrolled in a 3 unit, CSU transferable course Coun 050 Career and Life Planning. We will also be offering mentoring in career exploration and development.
Please identify experiential activities planned for the employment preparation and training module.	Completed by 5-31-2015	Kamber Sta. Maria	Course Outline Attached.

Provide <b>education-related training</b> to program participants, for a minimum of 12 hours a year.	Completed by 5-31-2015	Kamber Sta. Maria	Students will be enrolled in a 3 unit, UC & CSU transferable course Coun 007 College Study Techniques. We are also instituting Breakfast Club were we will have weekly meetings on various topics related to education and personal development.
Please identify experiential activities planned for the education-related training module.	Completed by 5-31-2015	Kamber Sta. Maria	Course Outline Attached.
Host at least one youth roundtable per academic year.	Completed by 5-31-2015	Kamber Sta. Maria	Provide a platform for the youth to voice their thoughts and feelings.
Please identify specific training and /or activities that will involve both youth and caregivers.	Completed 5-31-2015	Kamber Sta. Maria	Provide an event to welcome transitioning foster youth who are facing emancipation and educate the students and caregivers on their options and means of support through literature.
<b>Administrative Responsibilities &amp; Reporting</b>			
Administer a pre and post assessment, and ensure that every youth has completed assessments for each module.	Quarterly	Kamber Sta. Maria	
Enter pre and post data into YESS-ILP database.	Quarterly	Kamber Sta. Maria	
Provide quarterly reports including the number of YESS-ILP: classes, training hours, participants, and pre and post assessment results.	Quarterly	Kamber Sta. Maria	
Minimum of one staff person to participate in the foundations annual training event.	Yearly	Kamber Sta. Maria	
Prepare the monthly fiscal reports that reflect the actual funds expended by the college YESS-ILP.	Due the 30 <sup>th</sup> of each month	Kamber Sta. Maria	
<b>College Enrollment and Retention Data</b>			
For colleges providing services to youth aged 18-21, please identify staff person and methodology for collecting the following data:	Yearly	Kamber Sta. Maria	During the post assessment interview the progress of each student will be noted.
Number of youth currently enrolled in college.	Yearly	Kamber Sta. Maria	All participants must be enrolled.
Number of youth who have completed one of more college courses.	Yearly	Kamber Sta. Maria	During the post assessment interview the progress of each student will be noted.
Number of youth who have earned a vocational certificate, two year degree, or transferred to a four year institution.	Yearly	Kamber Sta. Maria	During the post assessment interview the progress of each student will be noted.



# EXHIBIT B

## Annual YESS-ILP Budget

District		Solano Community College District				
College		Solano Community College				
Program Title		FYSI & YESS-ILP Program				
Personnel Staff Expenses, list each position and title *	Qty.	Annual Salary	Foundation for California Community Colleges Grant Award Funding	Campus/Partner Match Funding	Stuart/Pottruck Network Grant	Total Program Costs
Counselor/Coordinator		\$64.71 per hour				
YESS-ILP			\$ 19,413			
Stuart /Pottruck grant					\$ 31,500	
Stuart /Pottruck grant (student mentors)					\$ 11,000	
Subtotal - Personnel			\$ 19,413		\$ 42,500	\$ 61,913
Personnel Fringe Benefits (includes FICA, Worker's Comp, Leave and other fringe, etc.)						
Counselor/Coordinator		\$8.65 per hour				
Student mentors		\$3.40 per hour				
YESS-ILP			\$ 2,595			
Stuart/Pottruck grant (included with salary)						
Subtotal - Benefits			\$ 2,595			\$ 2,595
Staff Travel						
Stuart /Pottruck grant					\$ 3,000	\$ 3,000
Subtotal - Staff Travel						
Supplies						
Non-instructional supplies (Stuart/Pottruck)					\$ 4,500	\$ 4,500
Non-instructional supplies (YESS-ILP grant)			\$ 492			\$ 492
Subtotal - Supplies			\$ 492			\$ 4,992
Other Program Operating Costs (including space rental)						
Printing			\$ -	\$ 500		\$ 500
Classroom space				\$ 37,050		\$ 37,050
Office space/ computer & phone services				\$ 28,500		\$ 28,500
Subtotal - Other Program Operating Costs			\$ -	\$ 66,050	\$ -	\$ 66,050
TOTAL PROGRAM OPERATING BUDGET			\$ 22,500	\$ 66,050	\$ 50,000	\$ 138,550

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: RESIGNATION TO RETIRE — JUDY SPENCER

REQUESTED ACTION: APPROVAL

SUMMARY:

<u>Name</u>	<u>Assignment and Years of Service</u>	<u>Effective</u>
Judy Spencer	Chief of Staff 14 years and 3 months	12/30/14

Government Code: Board Policy: 4240 Estimated Fiscal Impact: \$ N/A

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Nona Cohen-Bowman, Consultant  
Human Resources

PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

ADDRESS

707-864-7286

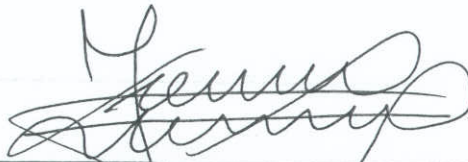
TELEPHONE NUMBER

Administration

ORGANIZATION

July 2, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

July 2, 2014

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTIONS HONORING  
JAMES LEWIS AND RALPH MEYER

REQUESTED ACTION: APPROVAL

SUMMARY:

James Lewis has served the Solano Community College District with distinction since April 18, 2002, when he began his career as a General Maintenance Worker in the Maintenance and Operations Department. James was promoted to Engineer in 2006 and retires after 12 plus years on August 1, 2014.

Ralph Meyer has served the Solano Community College District with distinction since August 1, 1989, when he began working as a Utility Maintenance Worker in the Maintenance and Operations Department. Ralph was promoted to Engineer in 1991 and Lead Engineer on June 8, 2006, and retires after 25 years on August 2, 2014.

Best wishes are extended to both James and Ralph for a well-deserved retirement, with sincere thanks for their many contributions to Solano Community College.

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

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

Dwight Calloway, Director  
Facilities Department

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

707-864-7176

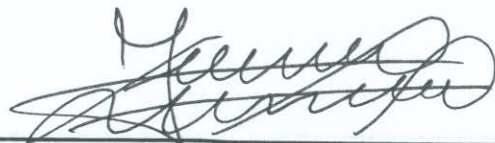
TELEPHONE NUMBER

Administration

ORGANIZATION

July 2, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

July 2, 2014

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD  
RESOLUTION HONORING**

***JAMES LEWIS***

*Whereas*, James Lewis has served the Solano Community College District with distinction for 12 plus years since April 18, 2002, when he began working as a General Maintenance Worker in the Maintenance and Operations Department;

*Whereas*, James Lewis was promoted to Engineer in 2006;

*Whereas*, James Lewis performed daily duties that included work on the HVAC systems, plumbing and related maintenance; repair and installation to ensure proper environmental conditioning of campus buildings and facilities for Fairfield, Vacaville and Vallejo; maintenance of swimming pool plumbing, mechanical equipment, and pool chemistry;

*Whereas*, James Lewis had knowledge of principles, methods, equipment, tools, and materials of skilled HVAC and plumbing installation; maintenance and repair work, electrical theory, and applicable building and safety codes and regulations;

*Whereas*, James Lewis maintained and repaired mechanical food service and preparation equipment;

*Whereas*, James Lewis inspected, adjusted, and replaced filters in ventilation systems;

*Whereas*, James Lewis performed his duties without supervision as a self-starter who was dependable and accountable for his performance;

*Whereas*, James Lewis always made himself available to assist others in need whenever possible; and

*Whereas*, James Lewis looks forward to spending more time camping and traveling; now therefore be it

***Resolved***, That James Lewis will be sorely missed, and the Governing Board expresses its sincere appreciation for his many contributions and wishes him the best in his well-deserved retirement and future endeavors, effective August 1, 2014.

***Passed and Adopted***, This 16<sup>th</sup> day of July 2014, by the Governing Board of the Solano Community College District.

\_\_\_\_\_  
Pam Keith, President

\_\_\_\_\_  
A. Marie Young, Vice President

\_\_\_\_\_  
Monica Brown

\_\_\_\_\_  
Sarah E. Chapman, Ph.D.

\_\_\_\_\_  
Denis Honeychurch, J.D.

\_\_\_\_\_  
Michael A. Martin

\_\_\_\_\_  
Rosemary Thurston

\_\_\_\_\_  
Naser J. Baig, Student Trustee



**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD  
RESOLUTION HONORING**

***RALPH MEYER***

*Whereas*, Ralph Meyer has served the Solano Community College District with distinction for 25 years since August 1, 1989, when he began working as a Utility Maintenance Worker in the Maintenance and Operations Department;

*Whereas*, Ralph Meyer was promoted to Engineer in 1991 and Lead Engineer on June 8, 2006;

*Whereas*, Ralph Meyer performed duties that included assuming responsibility for HVAC systems throughout the main campus and two Centers; swimming pool maintenance, general mechanical maintenance that included plumbing, minor electrical and carpentry; irrigation work, sewer and potable water, and natural gas line maintenance, and holds a Certified Welder Certificate and Industrial Refrigeration License;

*Whereas*, Ralph Meyer has served on several occasions as Assistant Director of Facilities and as Lead Engineer supervised two employees;

*Whereas*, Ralph Meyer has worked ten plus years on Bond projects, including attending meetings, plan review, and participation in selecting contractors;

*Whereas*, Ralph Meyer operated as project lead on large construction and remodel projects;

*Whereas*, Ralph Meyer was instrumental from start to finish in getting the boiler/chiller replacement upgrade completed;

*Whereas*, Ralph Meyer, in addition to his many responsibilities in the Maintenance and Operations Department, served faithfully in various capacities, such as special event setups and various hiring committees; and

*Whereas*, Ralph Meyer looks forward to spending more time with his grandchildren, Corvette Club, and camping; now therefore be it

*Resolved*, That Ralph Meyer will be sorely missed, and the Governing Board expresses its sincere appreciation for his many contributions and wishes him the best in his well-deserved retirement and future endeavors, effective August 2, 2014.

*Passed and Adopted*, This 16<sup>th</sup> day of July 2014, by the Governing Board of the Solano Community College District.

\_\_\_\_\_  
Pam Keith, President

\_\_\_\_\_  
A. Marie Young, Vice President

\_\_\_\_\_  
Monica Brown

\_\_\_\_\_  
Sarah E. Chapman, Ph.D.

\_\_\_\_\_  
Denis Honeychurch, J.D.

\_\_\_\_\_  
Michael A. Martin

\_\_\_\_\_  
Rosemary Thurston

\_\_\_\_\_  
Naser J. Baig, Student Trustee

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION TO APPROVE APPOINTMENT TO  
CITIZENS' BOND OVERSIGHT COMMITTEE (CBOC),  
RESOLUTION NO. 14/15-01

**REQUESTED ACTION:** APPROVAL

**SUMMARY**

Board approval is requested for Resolution No. 14/15-01, to appoint one citizen to fill the vacancy on the Citizens' Bond Oversight Committee (CBOC) representing the Construction Trades Industry.

Proposition 39 mandates the existence, purpose, duties, membership, and meeting standards of the Oversight Committee, which are contained in its adopted Bylaws.

The Board CBOC Subcommittee comprised of Trustees Thurston (Chair); Martin, and Young, reviewed an application submitted by an interested citizen. After consideration of the candidate's qualifications, the Board Subcommittee recommends the appointment of Mr. Neil Ferguson, a Solano County resident residing in Vacaville, California.

*Government Code: ECS 15278*

*Board Policy: 3390*

*Estimated Fiscal Impact: N/A*

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Leigh Sata  
Executive Bonds Manager

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

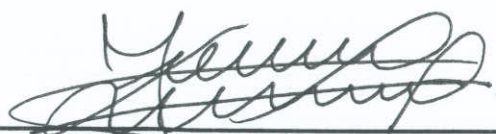
**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

July 2, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

July 2, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO APPOINT MEMBER TO THE  
CITIZENS' BOND OVERSIGHT COMMITTEE**

**RESOLUTION NO. 14/15-01**

**WHEREAS**, As mandated by Proposition 39 and pursuant to Education Code Section 15278, the Solano Community College District Governing Board approved Resolution No. 14/15-01 at its July 16, 2014, meeting establishing the Citizens' Bond Oversight Committee (CBOC) and approval of its Bylaws;

**WHEREAS**, The CBOC Bylaws contains the purpose, duties, meeting and reporting requirements, and membership and term conditions of the committee;

**WHEREAS**, The CBOC is comprised of nine members representing several constituent groups from throughout the District's service region, and it is necessary at this time to appoint one new member from the Construction Trades Industry; and

**WHEREAS**, Individuals submitted an application and a Subcommittee of the Governing Board reviewed and considered their qualifications; now therefore be it

**RESOLVED**, In accordance with the Bylaws, the Governing Board will make the appointment based on the recommendations from the Board Subcommittee.

**PASSED AND ADOPTED**, This 16th day of July 2014, by the Governing Board of the Solano Community College District.

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PAM KEITH, PRESIDENT

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JOWEL C. LAGUERRE, Ph.D., SECRETARY

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

**TO:** Members of the Governing Board

**SUBJECT:** RESOLUTION DESIGNATING PERSONS PERFORMING  
VOLUNTEER SERVICES WITHOUT PAY FOR SOLANO  
COMMUNITY COLLEGE DISTRICT AS EMPLOYEES  
FOR THE LIMITED PURPOSE OF QUALIFYING FOR  
WORKERS' COMPENSATION INSURANCE COVERAGE,  
RESOLUTION NO. 14/15-02

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested for Resolution No. 14/15-02, designating persons performing volunteer services without pay for Solano Community College District as employees for the limited purpose of qualifying for Workers' Compensation Insurance Coverage under California Labor Code Section 3200.

*Government Code: CA Labor Code 3200 Board Policy: Estimated Fiscal Impact: \$ N/A*

**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

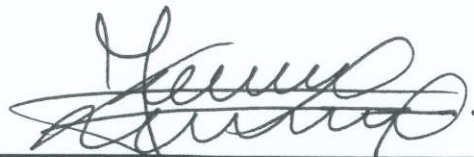
**ADDRESS**

707-864-7209

**TELEPHONE NUMBER**

Finance & Administration  
**ORGANIZATION**

July 2, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 2, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION DESIGNATING PERSONS PERFORMING VOLUNTEER SERVICES  
WITHOUT PAY FOR SOLANO COMMUNITY COLLEGE DISTRICT AS EMPLOYEES  
FOR THE LIMITED PURPOSE OF QUALIFYING FOR WORKERS' COMPENSATION  
INSURANCE COVERAGE**

**RESOLUTION NO. 14/15-02**

**WHEREAS,** Persons who perform volunteer services without pay for Solano Community College District are not currently covered by Workers' Compensation insurance since they do not fall within the definition of "employee" as defined by California Labor Code, Section 3351 and 3351.5, which governs eligibility for Workers' Compensation Insurance coverage, and are in fact specifically excluded from such designation by Labor Code section 3352, subdivision (i);

**WHEREAS,** The State Legislature has seen fit, by passing Labor Code Section 3364.5, to provide that in certain circumstances where persons perform volunteer services for a school district or county superintendent, such persons may be deemed employees of the school district or county superintendent while performing such service in order to qualify for Workers' Compensation Insurance coverage, provided the governing body of the school district or county superintendent has adopted a resolution so declaring; and

**WHEREAS,** Solano Community College District desires to provide, as authorized by the Labor Code, Workers' Compensation Insurance coverage to persons who perform volunteer services without pay on its behalf;

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Board of Solano Community College District, under the Authority of California Labor Code 3364.5, adopts and declares the following:

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION DESIGNATING PERSONS PERFORMING VOLUNTEER SERVICES  
WITHOUT PAY FOR SOLANO COMMUNITY COLLEGE DISTRICT AS EMPLOYEES  
FOR THE LIMITED PURPOSE OF QUALIFYING FOR WORKERS' COMPENSATION  
INSURANCE COVERAGE**

**RESOLUTION NO. 14/15-02**

**(Continuing – Page 2)**

All persons who perform volunteer services without pay for [insert member agency name] are, while performing such volunteer services, hereby designated “employees” of [insert member agency name] for the limited purpose of qualifying for Workers’ Compensation Insurance coverage under California Labor Code Section 3200, et seq.

**BE IT FURTHER RESOLVED**, That “volunteer services without pay” is defined for purposes of this resolution as services performed by any person who receives no remuneration other than remuneration for meals, transportation, lodging, or reimbursement of any other incidental expenses associated with such volunteer services.

**PASSED AND ADOPTED**, This 16<sup>th</sup> day of July 2014, by the Governing Board of the Solano Community College District.

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**PAM KEITH, BOARD PRESIDENT**

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



AGENDA ITEM 10.(c)  
MEETING DATE July 16, 2014

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO JLC CONTRACTING, INC.,  
FOR SMALL CAPITAL PROJECTS – SCC FAIRFIELD,  
BUILDING 100, STAFF BREAK ROOM

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for the contract award to JLC Contracting Inc., to provide construction services for the Small Capital Projects – Building 100 Staff Break Room. The scope of work includes improvements to the existing room in Building 100 to create a common staff break room space. JLC Contracting Inc., was deemed the lowest *responsive responsible bidder* on June 2, 2014.

Total fee for this contract is \$14,875.

Government Code: Board Policy: Estimated Fiscal Impact: \$14,875 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

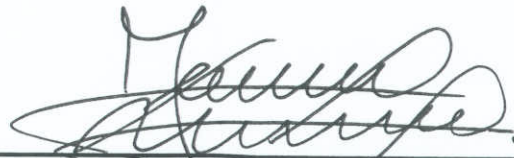
ADDRESS

(707) 864-7855

TELEPHONE NUMBER

Administration  
ORGANIZATION

July 2, 2014  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

July 2, 2014  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

## AGREEMENT FOR CONSTRUCTION SERVICES (SMALL CAPITAL PROJECTS)

### AGREEMENT NUMBER 01

**THIS CONTRACT** is made and entered into this 16<sup>th</sup> day of July, 2014, by and between JLC Contracting, Inc. ("Contractor") and Solano Community College District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of Fourteen Thousand Eight Hundred Seventy Five Dollars (\$14,875.00) ("Contract Price"), the following services ("Services" or "Work"):
  - Furnish & install a wall, door, carpet, ADA sink cabinet at Building 100 Rm. 106/107 for conversion to Staff Break Room.
2. Contractor shall perform the Work at Solano Community College District (Fairfield Campus) ("Premises" or "Site"). The Project is the scope of Work performed at the Site.
3. Work shall be completed within Thirty (30) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of One Hundred Dollars (\$100.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
5. The Contract Documents include only the following documents, as indicated:

<input type="checkbox"/> Instructions to Bidders	<input type="checkbox"/> Lead-Product(s) Certification
<input checked="" type="checkbox"/> Bid Form and Proposal	<input type="checkbox"/> Roofing Project Certification
<input type="checkbox"/> Bid Bond	<input type="checkbox"/> Insurance Certificates and Endorsements
<input type="checkbox"/> Designated Subcontractors List	<input checked="" type="checkbox"/> Performance Bond
<input type="checkbox"/> Notice to Proceed	<input checked="" type="checkbox"/> Payment Bond
<input type="checkbox"/> Terms and Conditions to Contract	<input type="checkbox"/> Specifications
<input type="checkbox"/> Noncollusion Declaration	<input type="checkbox"/> Plans
<input checked="" type="checkbox"/> Prevailing Wage Certification	<input checked="" type="checkbox"/> Exhibit "A" ("Scope of Work")
<input checked="" type="checkbox"/> Workers' Compensation Certification	<input type="checkbox"/> _____ [Other]
<input checked="" type="checkbox"/> Drug-Free Workplace Certification	<input type="checkbox"/> _____ [Other]
<input checked="" type="checkbox"/> Tobacco-Free Environment Certification	<input type="checkbox"/> _____ [Other]
<input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification	



6. Contractor shall not commence the Work under this Contract until the Contractor 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 under the Terms and Conditions and the District has issued a Notice to Proceed.
7. Payment for the Work shall be made in accordance with the Terms and Conditions.
8. The project manager on the Project is Kitchell CEM ("Project Manager). Contractor hereby acknowledges that the Project Manager have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Manager. Project Manager shall have free access to any or all parts of work at any time. Contractor shall furnish Project Manager reasonable opportunities for obtaining such information as may be necessary to keep Project Manager fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.
9. Inspection and acceptance of the Work shall be performed by Kitchell CEM Project Manager and the District facilities.
10. Any notice required or permitted to be given under this Contract 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 Lane, Suite 203  
Fairfield, CA 94534

**Contractor**

JLC Contracting, Inc.  
John Costanzo  
4311 Stone field Lane  
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 to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

11. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District's written approval of the Work.
12. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.
13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.

14. By signing this Agreement, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: \_\_\_\_\_, 20\_\_\_\_

**Solano Community College District**

Signature: \_\_\_\_\_

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

Print Title: Superintendent-President

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

**Contractor:** \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

---

**Information regarding Contractor:**

License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☐ Corporation, State: \_\_\_\_\_

☐ 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 Contractor to furnish the information requested in this section.**



## **TERMS AND CONDITIONS TO CONTRACT**

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor 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, Contractor 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 Contractor'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.
4. **PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.
6. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or the most current version) to the Project Inspector. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>.
7. **EQUIPMENT AND LABOR:** Contractor 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.
8. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
9. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor 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.
10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
11. **WORKERS:** Contractor 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. Any person in the employ of the Contractor 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.
12. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor 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 the Contract Documents shall create any contractual relations between any subcontractor and the District.

13. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on campus.
14. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
15. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
16. **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. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.
17. **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.
18. **PROTECTION OF WORK AND PROPERTY:** Contractor 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, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
19. **FORCE MAJEURE:** The Contractor 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 Contractor.



20. **CORRECTION OF ERRORS:** Contractor 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 Contractor's failure to comply with the standard of care required herein.
21. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
22. **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.
23. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%), unless 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 Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract 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, 7200 and 7201.
24. **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. Contractor 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. Contractor 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 Contractor or a subcontractor. In addition to any other information requested, Contractor 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 Contractor 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.
25. **INDEMNIFICATION:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, 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, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from



the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

26. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor 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 Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
27. **CONTRACTOR'S INSURANCE:** Contractor has in force, and during the term of this Agreement shall maintain in force with the minimum indicated limits, the following insurance: **Commercial General Liability insurance:** \$1,000,000 for each occurrence and \$2,000,000 for general aggregate with Products and Completed Operations Coverage; **Automobile Liability - Any Auto:** combined single limit of \$2,000,000; **Excess Liability insurance:** \$1,000,000; **Workers Compensation:** Statutory limits; and **Employers' Liability:** \$1,000,000. The Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. The Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. The Contractor shall not allow any subcontractor, employee, or agent to commence work on this Contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.
28. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, 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.
29. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
30. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor 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 Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
31. **LABOR CODE REQUIREMENTS:** The Contractor 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 Contractor 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 Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
  - **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and, if the Project is subject to a District LCP or State Labor



Compliance, directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner in accordance with section 16461 of Title 8 of the California Code of Regulations.

32. **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, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
33. **ANTI-TRUST CLAIM:** Contractor 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 Contractor, without further acknowledgment by the parties.
34. **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, Contractor 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. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Contract. The demand for mediation of any claim of 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 Contractor 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 Contractor'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.
35. **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.
36. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor



for convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

37. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
38. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
39. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
40. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
41. **BINDING CONTRACT:** This Contract 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.
42. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
43. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
44. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
45. **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.
46. **ENTIRE CONTRACT:** This Contract 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 Contract may be modified only by a writing upon mutual consent.



**NONCOLLUSION DECLARATION**  
**Public Contract Code Section 7106**

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

The undersigned declares:

I am the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Bidder Name),  
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ (City, State).

Proper Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**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, including, without limitation, the labor compliance program or the State labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations, if this Project is subject to a labor compliance.

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

Proper Name of Contractor: \_\_\_\_\_

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 Contract.

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

Proper Name of Contractor: \_\_\_\_\_

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**

Contractor 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 Contractor's work on the Project for District.

Contractor 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 Contractor 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 Contractor's expense at no additional cost to the District.

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

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

Name of Contractor: \_\_\_\_\_

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 Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR 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 Contractor, 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. The Contractor 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 Contractor.

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. Contractor, 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, the Contractor 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 Contractor 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 the Contractor 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 CONTRACTOR.

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

Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



## ROOFING PROJECT CERTIFICATION

This form shall be executed by all contractors, materials manufacturers, or vendors involved in a bid or proposal for the repair or replacement of a roof of a public school where the project is for repair of more than 25% of the roof or that has a total cost more than \$21,000 ("roofing project") and submitted to the District when the award is made.

Certification of:

<input type="checkbox"/> Contractor	<input type="checkbox"/> Materials Manufacturer
<input type="checkbox"/> Vendor	<input type="checkbox"/> Other _____

I, \_\_\_\_\_ [Name], \_\_\_\_\_ [Name of Firm], certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roofing project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I, \_\_\_\_\_ [Name], \_\_\_\_\_ [Name of Firm], certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, \_\_\_\_\_ [Name], \_\_\_\_\_ [Name of Firm], have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roofing project contract (provide Name and Address of Building, and Contract Date and Number):

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By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 *et seq.* of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

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

Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

AGENDA ITEM 10.(d)  
MEETING DATE July 16, 2014

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO HAZARD MANAGEMENT  
SERVICES INC., FOR HAZARDOUS MATERIALS  
CONSULTING SERVICES FOR UTILITY  
INFRASTRUCTURE UPGRADE – HVAC & EMS  
EFFICIENCY PROJECT**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Board approval is requested for the contract award to Hazard Management Services Inc., to provide hazardous materials consulting for the Utility Infrastructure Upgrade - HVAC & EMS Efficiency Project. The consultant will provide hazardous materials assessment services and project construction phase oversight as mandated by State and Federal Health and Safety standards for the overall Utility Infrastructure Upgrade Project.

Total fee for this contract is \$63,800.

*Government Code: Board Policy: Estimated Fiscal Impact: \$63,800 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

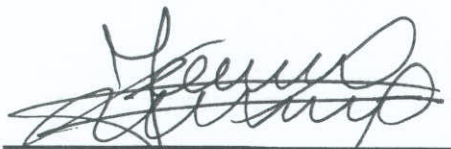
**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

July 2, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 2, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
With HAZARD MANAGEMENT SERVICES, INC.**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 16<sup>th</sup> day of July, 2014 by and between the Solano Community College District, ("District") and Hazard Management Services, Inc. ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized by section 4525 et seq. of the California Government Code to contract with and employ any persons for the furnishing of architectural, landscape architectural, engineering, environmental, and land surveying services and advice through a "fair, competitive selections process free of conflicts of interest, political contributions, or unlawful activities." (Gov. Code, § 4529.12.)

WHEREAS, the District complied with the requirements of section 4525 et seq. in selecting Consultant; and

WHEREAS, the District is in need of such services and advice related to work it will be performing at Utility Infrastructure Upgrade – HVAC and EMS Efficiency Project ("Project"); and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and such services are need on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide professional consulting services to assure that hazardous materials assessments will comply with the requirements of the 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 July 17, 2014 and will diligently perform as required and complete performance by August 31, 2015, 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 Sixty Three Thousand Eight Hundred Dollars (\$63,800.00). 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. Comprehensive hazardous materials assessment report for buildings 100, 500, 700, 800, 1400, 1500, 1600, 1700, & 2000 part of Utility Infrastructure Upgrade – HVAC/EMS Efficiency Project
  - 4.1.2. Project specifications for abatement completion for buildings noted in 4.1.1
  - 4.1.3. Project oversight and meetings
- 4.2. The Services shall be performed for the fixed fee identified in this contract, based on the hourly billing rates and/or unit prices incorporated within this contract. If hourly billing applies, the itemized invoice shall reflect the hours spent or percentage complete 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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 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 Lane, Suite 203  
Fairfield, California 94534  
ATTN: Ali Gharaviram

**Consultant:**

Hazard Management Services, Inc.  
207 Mchenry Ave  
Modesto, California 95354

ATTN: Chris Chipponeri, 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.

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.: \_\_\_\_\_

\_\_\_\_\_  
Employer Identification and/or  
Social Security Number

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

\_\_\_\_ Individual

\_\_\_\_ Sole Proprietorship

\_\_\_\_ Partnership

\_\_\_\_ Limited Partnership

\_\_\_\_ Corporation, State: \_\_\_\_\_

\_\_\_\_ 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"**

The Scope of Services includes hazardous materials assessment and project construction phase oversight consulting services. This includes the following: completing a site visit to complete all of necessary hazardous material sampling, production of an assessment and report, project specifications, project oversight during demolition and abatement, final clearance report and project documents as required to comply with Health and Safety Code requirements. Specific scope, deliverables and cost for each building included in the overall Utility Infrastructure Project as outlined in consultant proposal dated June 11, 2014 is applicable to this contract scope and fee.



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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO JRDV ARCHITECTS FOR  
SITE DEVELOPMENT ANALYSIS AND CONCEPTUAL  
RENDERINGS FOR VACAVILLE, FAIRFIELD, AND  
VALLEJO MASTER PLAN SITES**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Board approval is requested for award of a professional services contract to JRDV Architects to provide a site development analysis for the Vacaville, Fairfield and Vallejo sites Master Plan. The consultant will provide a preliminary site capacity and phasing plan for long term phasing and site build out development strategies. The consultant will provide conceptual exterior renderings for all three campus sites.

This contract is for a total fee of \$35,000.

*Government Code: Board Policy: Estimated Fiscal Impact: \$ 35,000 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

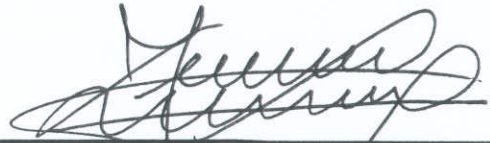
**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

July 2, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

July 2, 2014  
**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 16<sup>th</sup> day of July, 2014 by and between the Solano Community College District, ("District") and JRDV Architects Inc. ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized by section 4525 et seq. of the California Government Code to contract with and employ any persons for the furnishing of architectural, landscape architectural, engineering, environmental, and land surveying services and advice through a "fair, competitive selections process free of conflicts of interest, political contributions, or unlawful activities." (Gov. Code, § 4529.12.)

WHEREAS, the District complied with the requirements of section 4525 et seq. in selecting Consultant; and

WHEREAS, the District is in need of such services and advice related to work it will be performing at District ("Project"); and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and such services are need on a limited basis;

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 July 17, 2014 and will diligently perform as required and complete performance by September 1, 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 Thirty Five Thousand Dollars (\$35,000.00). 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:
    - 4.1.1.1. Preliminary Site Capacity, Phasing and Guidelines related to all three Solano CCD campus sites



4.1.1.2. Vacaville, Vallejo and Fairfield Campus conceptual exterior renderings

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.

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. Not applicable.

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, except as follows:

7.1. Not applicable.

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 Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - 12.2.1. material violation of this Agreement by the Consultant; or
    - 12.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
    - 12.2.3. 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.

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- 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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 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  
360 Campus Lane, Suite 203  
Fairfield, CA 94534

ATTN: Ines Zildzic

**Consultant:**

JRDV Architects  
The Cathedral Building  
PO Box 70126  
Oakland, CA 94612

ATTN: Edward McFarlan

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.: \_\_\_\_\_

\_\_\_\_\_  
Employer Identification and/or  
Social Security Number

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

\_\_\_\_ Individual

\_\_\_\_ Sole Proprietorship

\_\_\_\_ Partnership

\_\_\_\_ Limited Partnership

\_\_\_\_ Corporation, State: \_\_\_\_\_

\_\_\_\_ 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 scope of work includes a preliminary site development analysis for Solano CCD campuses at Fairfield, Vacaville and Vallejo. The consultant will provide a preliminary site capacity plan, a preliminary site phasing plan and preliminary guidelines for place making of future buildings. The consultant will create conceptual tools to assist the District in defining opportunities for their future campus environments. The analysis will be general and conceptual. The consultant will provide conceptual exterior building renderings for all three campuses and make a preliminary Board presentation.

**Consultant Standard Billing Rates:****ARCHITECTURE/PLANNING:**

PROJECT PRINCIPAL	\$225/HOUR
SENIOR PROJECT ARCHITECT	\$210/HOUR
PROJECT DESIGNER	\$200/HOUR
PROJECT ARCHITECT	\$190/HOUR
PRODUCTION MANAGER	\$190/HOUR
SENIOR SPECIFICATIONS WRITER	\$185/HOUR
DESIGNER	\$150/HOUR

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO VLAMING AND ASSOCIATES  
FOR PROJECT LABOR AGREEMENT COORDINATOR  
SERVICES**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Board approval is requested for the contract award to Vlaming and Associates to provide labor management coordination services as part of Solano Community College District's Project Labor Agreement (PLA). The consultant will be responsible for coordinating the scheduling and chairing pre-job mark up meetings with the Building Trades Unions and contractors/sub-contractors, periodic labor management meetings with the Building Trades Unions; general contractors, and construction managers, dispute resolution procedures, and recurring meetings with the District to provide status updates on unique labor management issues that may arise during construction of a project.

Vlaming and Associates is the Board adopted designated coordinator responsible for the administration and application of the PLA.

Total fee for this contract is \$84,000.

*Government Code:      Board Policy:      Estimated Fiscal Impact: \$84,000      Measure G & 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

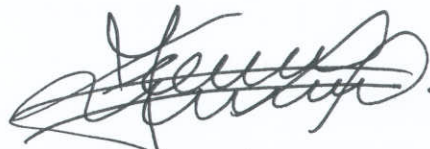
**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

July 2, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 2, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
PROJECT LABOR AGREEMENT COORDINATOR**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 16<sup>th</sup> day of July, 2014 by and between the Solano Community College District, ("District") and Vlaming and Associates, APC ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Project Labor Agreement Coordinator 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 July 17, 2014 and will diligently perform as required and complete performance by August 30, 2018, 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 Eighty Four Thousand Dollars (\$84,000.00). 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:

Year	Project	Pre-Job/M ark-up	Labor/Mngmt. Meetings	
2014	Building 600 Modernization	3	2014	1
2015- 2016	Utility Infrastructure Upgrades - ESCO HVAC Upgrade	2	2015	1
2014- 2016	Building 1200 Modernization	2	2016	4
2016- 2017	Biotech Building (New) and Annex Modernization	5	2017	4
2016- 2017	Autotech Building (New)	4	2018	4
2016- 2018	Science Building (New)	4		
2016- 2018	Learning Resource Center (New)	2		
2016- 2017	Aeronautics Building (New)	5		

- 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, except as follows:
- 5.1. Airfare, lodging, transportation meals, etc. – to be billed at cost
- 5.2. Mileage – to be billed at current IRS reimbursement rate
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, except as follows:

7.1. Not applicable

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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 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  
360 Campus Lane, Suite 203  
Fairfield, CA 94534

ATTN: Ines Zildzic

**Consultant:**

**Vlaming and Associates, APC**  
447 Georgia Street  
Vallejo, CA 94590  
FAX: (707) 552-6090

ATTN: Michael J. Vlaming

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: Vlaming and Associates  
447 Georgia Street  
Vallejo, CA 94590

Employer Identification and/or  
Social Security Number

Telephone: (707) 552-6040

Facsimile: (707) 552-6090

E-Mail: mjv@vlaming-associates.com

**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.**

Type of Business Entity:

\_\_\_\_ Individual

\_\_\_\_ Sole Proprietorship

\_\_\_\_ Partnership

\_\_\_\_ Limited Partnership

\_\_\_\_ Corporation, State: \_\_\_\_\_

\_\_\_\_ Limited Liability Company

\_\_\_\_ Other: \_\_\_\_\_

### **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**

The services to be provided as Project Labor Agreement Coordinator will include the following:

- (1) Scheduling and chairing the Pre-Job/Mark-up Meetings with the Building Trades unions and the contractors/sub-contractors and preparing meeting notes;
- (2) Scheduling and chairing the periodic Labor/Management Meetings with the Building Trades and general (prime) contractor and construction manager and preparing meeting notes.
- (3) Dispute Resolution Procedure (grievance processing).
- (4) This proposal includes a sum of \$20,000 to be used only in the event that a grievance is filed under Article 12 or alleged violations of Article 4 (work stoppages/strikes/sympathy strikes/lockouts) of the PLA. While it is difficult to estimate the number of grievances or time necessary to handle a grievance to conclusion the allowance is being included in the instance one of these activities may occur.
- (5) In addition, there are typically periodic meetings with the construction manager, general contractor and District representatives for pre-construction planning and to provide status updates and discuss any unique labor/management issues that may arise during construction of a project. Finally, effective management of labor relations requires periodic communication with the head of the Building Trades Council as well as representatives from the building trades unions during periods of high construction activity. This allows for early detection of any issue and efficient and timely resolution. Accordingly, it is our practice to engage in active communication with the appropriate labor union representative.

Consultant Billing Rates are as follows:

**HOURLY RATES-- Attorneys**

Michael J. Vlaming . . . . .	\$305.00
Alvan Mangalindan . . . . .	\$185.00
Paula Lyons Vlaming . . . . .	\$175.00

**ADMINISTRATIVE HOURLY RATE . . . . .** \$85.00  
Ana Salazar

**EXPENSES . . . . .** **BILLED AT COST**  
Airfare, Lodging, Transportation, Meals, etc.

**MILAGE . . . . .** **Current IRS Reimbursement Rate**

**TRAVEL—Portal** to **Portal**

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

**TO:** Members of the Governing Board

**SUBJECT:** CONTRACT AWARD TO FIRST CARBON SOLUTIONS  
FOR ENVIRONMENTAL PLANNING SERVICES FOR  
VALLEJO CENTER SITE PROJECTS

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested for contract award to First Carbon Solutions to provide environmental planning services for the Vallejo Center site to accommodate future building plans. The consultant will provide full environmental services to meet California Environmental Quality Act (CEQA) requirements for Initial Study/Mitigated Negative Declaration. The consultant is part of the approved pool of qualified environmental consultants to provide project specific assignments as part of the Bond program.

Total fee for this contract is \$75,600.

*Government Code: Board Policy: Estimated Fiscal Impact: \$75,600 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

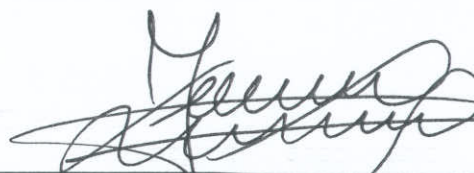
**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

July 2, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 2, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
CALIFORNIA ENVIRONMENTAL QUALITY ACT – ENVIRONMENTAL PLANNING**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 16th day of April 2014 by and between the Solano Community District, ("District") and First Carbon Solutions ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized by section 4525 et seq. of the California Government Code to contract with and employ any persons for the furnishing of architectural, landscape architectural, engineering, environmental, and land surveying services and advice through a "fair, competitive selection process free of conflicts of interest, political contributions, or unlawful activities." (Gov. Code, § 4529.12.)

WHEREAS, the District complied with the requirements of section 4525 et seq. in selecting Consultant; and

WHEREAS, the District is in need of such services and advice related to work it will be performing at Vallejo Campus Site ("Project"); and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and such services are need on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide services to assure that Vallejo Center Site will comply with the requirements of the California Environmental Quality Act (CEQA) 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 July 17, 2014 and will diligently perform as required and complete performance by March 30, 2015 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 Seventy Five Thousand Six Hundred Dollars (\$75,600.00). 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 is as follows:



4.1.1. All tasks associated with Initial Study/Mitigated Negative Declaration as outlined in the scope of services in Exhibit "A."

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. Not applicable.

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, except as follows:

7.1. Not applicable.

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

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

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

12.2.3. 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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 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.

- 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 Board of Education, 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  
360 Campus Lane, Suite 203  
Fairfield, CA 94534

ATTN: Ines Zildzic

**Consultant:**

**First Carbon Solutions**

1350 Treat Blvd. Suite 380  
Walnut Creek, CA 94597

ATTN: Jason Brandman

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: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

\_\_\_\_ Individual

\_\_\_\_ Sole Proprietorship

\_\_\_\_ Partnership

\_\_\_\_ Limited Partnership

\_\_\_\_ Corporation, State: \_\_\_\_\_

\_\_\_\_ 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 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**

Scope of Consultant services includes preparation of all documentation necessary to initiate, process, review, and ultimately obtain appropriate certification of a Project Environmental Impact Report or other appropriate environmental documentation (i.e. "Negative Declaration") that will environmentally clear approval and implementation of the Vallejo Campus Site, noted as "Project" in compliance with CEQA. Specifically for Vallejo Campus site, the Consultant scope of work included preparation and completion of an Initial Study/Mitigated Negative Declaration, including:

- Project Initiation
- Technical Analysis – Air Quality/Greenhouse Gas Emissions
- Technical Analysis – Biological and Cultural Resources
- Noise Analysis
- Technical Study for traffic and circulation
- Administrative Draft IS/MND
- Draft IS/MND
- Final IS/MND
- Mitigation Monitoring and Reporting Program
- Notice of Determination
- Meetings
- Project Management



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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO MIYAMOTO INTERNATIONAL  
INC., FOR STRUCTURAL ENGINEERING SERVICES FOR  
VACAVILLE ANNEX BUILDING PROJECT**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Board approval is requested for the contract award to Miyamoto International Inc., to provide structural engineering services for the Vacaville Annex/Workforce Development Center and the Continuing Education Building Project. The consultant will provide a structural engineering review of the existing Vacaville Annex building.

Total fee for this contract is \$3,500.

*Government Code: Board Policy: Estimated Fiscal Impact: \$3,500 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

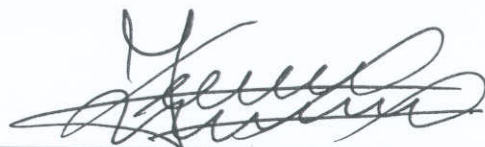
**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

July 2, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 2, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES STRUCTURAL ENGINEERING SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 16<sup>th</sup> day of July, 2014 by and between the Solano Community College District, ("District") and Miyamoto International Inc. ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized by section 4525 et seq. of the California Government Code to contract with and employ any persons for the furnishing of architectural, landscape architectural, engineering, environmental, and land surveying services and advice through a "fair, competitive selections process free of conflicts of interest, political contributions, or unlawful activities." (Gov. Code, § 4529.12.)

WHEREAS, the District complied with the requirements of section 4525 et seq. in selecting Consultant; and

WHEREAS, the District is in need of such services and advice related to work it will be performing at District ("Project"); and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and such services are need on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Structural Engineering 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 July 17, 2014 and will diligently perform as required and complete performance by August 17, 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 Three Thousand Five Hundred Dollars (\$3,500.00). 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. Structural survey and Due Diligence Report

August 17, 2014



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. Not applicable.

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, except as follows:

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

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

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

12.2.3. 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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 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  
360 Campus Lane, Suite 203  
Fairfield, CA 94534

ATTN: Ines Zildzic

**Consultant:**

Miyamoto International, Inc.  
1450 Halyard Drive, Suite One  
West Sacramento, California 95691

ATTN: Lon Determan

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: 1450 Halyard Drive, Suite One, West  
Sacramento, CA 95691

Employer Identification and/or  
Social Security Number

Telephone: (916) 373-1995

Facsimile: \_\_\_\_\_

E-Mail: ldeterman@miyamotointernational.com

**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.**

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☐ Corporation, State: \_\_\_\_\_

☐ Limited Liability Company

☐ Other: \_\_\_\_\_

## **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 scope of work includes structural due diligence of existing Vacaville Annex Building at 2000 North Village Parkway, Vacaville, CA. Overall scope of services includes review of existing drawings, site walk, visual survey of existing conditions and summary report of observations and findings.

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO UTELOGY CORPORATION  
FOR PROFESSIONAL SERVICES FOR DISTRICT-WIDE  
TECHNOLOGY INFRASTRUCTURE UPGRADE PROJECT**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Board approval is requested for contract award to Uteology Corporation to provide professional services for the District-wide Technology Infrastructure Upgrades Project. The consultant will provide project management and coordination services in support of SMART classrooms deployment as part of the overall District-wide technology initiatives.

Total fee for this contract is \$5,750.

*Government Code: Board Policy: Estimated Fiscal Impact: \$ 5,750 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

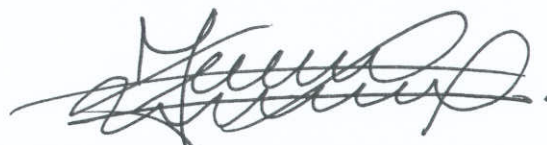
**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

July 2, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 2, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
PROFESSIONAL SERVICES AGREEMENT**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 16<sup>th</sup> day of July, 2014 by and between the Solano Community College District, ("District") and Utelogy Corporation ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Project Labor Agreement Coordinator 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 July 17, 2014 and will diligently perform as required and complete performance by September 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 Five Thousand Seven Hundred Fifty Dollars (\$5,750.00). 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. Project management of five Utelogy smart classrooms

4.2. 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. Not applicable

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, except as follows:

7.1. Not applicable

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.

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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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 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  
360 Campus Lane, Suite 203  
Fairfield, CA 94534

ATTN: Ines Zildzic

**Consultant:**

**Utelogy Corporation**

18818 Teller Ave, Suite 102  
Irvine, CA 92612

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.: \_\_\_\_\_

\_\_\_\_\_  
Employer Identification and/or  
Social Security Number

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**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.**

Type of Business Entity:

- ☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☐ Limited Partnership  
☐ Corporation, State: \_\_\_\_\_  
☐ Limited Liability Company  
☐ Other: \_\_\_\_\_



### **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**

Scope of services includes professional services associated with provisioning of five Utelogy smart classrooms including project management and coordination with District Information Technology Department for successful deployment of smart classroom requirements.



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: EDUCATION SERVICES AGREEMENT BETWEEN  
SOLANO COMMUNITY COLLEGE DISTRICT AND  
UNITED HEART TRAINING CENTER, FAIRFIELD,  
CALIFORNIA

REQUESTED ACTION: APPROVAL

SUMMARY:

A new education services agreement between Solano Community College District and United Heart Training Center, Fairfield, California, is being presented for review and approval by the Governing Board. The approval of this contract benefits the international registered nursing program at Solano Community College by providing its international students with a simulation/training center in which to meet the California Board of Registered Nursing's curriculum regulations for nursing education and training.

A copy of the Agreement is available in the Office of the Superintendent-President, Office of the Dean of the School of Health Sciences, and in the Office of United Heart Training Center, Fairfield, California.

Approval is requested at this time.

Government Code: CCR 1427 Board Policy: 3520 Estimated Fiscal Impact: \$40,000 Revenue  
BOT 2013-2014 Goals: #3

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Maurice McKinnon, Ed.D., Interim Dean  
School of Health Sciences

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

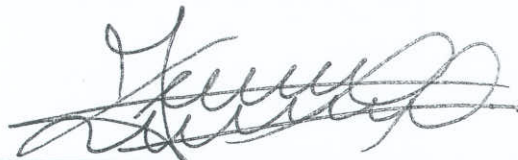
ADDRESS

707-864-7108

TELEPHONE NUMBER

Academic Affairs  
ORGANIZATION

July 2, 2014  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

July 2, 2014  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT AGREEMENT FOR  
EDUCATION SERVICES**

This Agreement is between **United Heart Training Center, LLC** (hereinafter known as UHTC) located at 420 Executive Court North, Suite G, Fairfield, California 94534 and **Solano College** (hereinafter known as SCHOOL) and located at **4000 Suisun Valley Road, Fairfield, California 94534-4017** and is effective as of May 21, 2014.

**RECITALS**

A. UHTC owns and operates a simulation/training center which specializes in providing training to Healthcare Professionals and individuals requiring skills upgrade, certification, and/or remediation (the "Facility").

B. SCHOOL owns and operates an **Associate Degree Nursing Program** which is accredited by the **California Board of Registered Nursing (BRN)**. SCHOOL desires its students to obtain courses that fulfill BRN curriculum regulations for nursing education and training for its **International Registered Nursing** students ("Program").

C. It is to the mutual benefit of the parties to this Agreement that the students of SCHOOL'S Program use UHTC's Facility to fulfill curriculum and course requirements in accordance with standards set forth by the California BRN and to also meet the Accrediting Commission of Community and Junior Colleges (ACCJC) standards dealing with Contractual Relationships with Non-Regionally Accredited Organizations.

Now, therefore, the parties agree as follows:

**1. GENERAL INFORMATION**

- A. Prior to the commencement of the Project, both parties shall agree upon the enrollment period for each student. It is envisioned the Project will be nine (9) weeks in duration.
- B. The maximum number of students to receive training shall be mutually agreed upon by the parties prior to the beginning of the Program, and will be based upon the availability of space and other considerations.

**2. SCHOOL'S RESPONSIBILITIES**

- A. Students. SCHOOL shall complete and provide a list of students that will be enrolled in the Program, including the student's name, address and telephone number prior to the beginning of the planned education/training experience.



- B. Registration and Records. Students shall submit to SCHOOL, and SCHOOL shall maintain, all personnel and academic records of the students, and shall assume shared responsibility for students.
1. Provide transcripts for each student completing course requirements, listing all course work completed.
  2. Upon successful completion of course work, submit documentation required by the BRN.
- C. Health Policy. SCHOOL shall provide guidance and direction to UHTC to ensure hospital requirements related to proof of immunity consistent with employee health policies are satisfied. Immunization requirements shall be met by all students enrolling in the program.
- D. Payment to SCHOOL. UHTC will remit 19% of all tuition fees collected from students to the SCHOOL and shall use 81% for the purpose of supporting the program, including paying personnel, facilities use, SIM lab use, remediation and other services UHTC deems necessary for the effective functioning of the program. Similarly, should SCHOOL collect any tuition fees from students participating in the program, SCHOOL shall remit 81% of any such tuition received to UHTC.
- E. Relationships, Roles and Responsibilities. **SCHOOL**, shall hire qualified, BRN-approved faculty to teach nursing theory and clinical, required to meet BRN curricular requirements. A Nursing Program Director who is a SCHOOL employee will submit required BRN faculty approval documents to the BRN. It is understood by the parties hereto that the operators of the simulation equipment at the Facility are UHTC employees.
1. Program Coordinator and Faculty are employees of the SCHOOL and not UHTC. SCHOOL is responsible for and will manage the program. UHTC will pay the salaries of the Program Coordinator and Faculty, and Program Coordinator will provide weekly reports, in writing, to SCHOOL's Nursing Program Director. Those reports will contain a summary and agenda of the coming week's classes and schedule. Program Coordinator will grade student papers and conduct student assessments, and will report those grades and assessments to SCHOOL's Nursing Program Director in writing when such is not to be done by the faculty. The Dean of Workforce Development and Continuing Education or Designee will participate in any meeting between the Program Coordinator and the Dean.
  2. Students will be selected by SCHOOL, utilizing established and agreed upon criteria.

- F. Clinical Experience. The SCHOOL shall provide said students with supervised clinical experience.
- G. Access to Facilities. The SCHOOL shall obtain contracts from clinical hospital facilities to permit students enrolled in the Program access to the facilities in those hospitals as appropriate and necessary for the education and training of the students. While students are enrolled in the SCHOOL's program, those students shall also have access to UHTC's Facility and simulation labs, subject to the Rules and Regulations referenced in Section 2(D), below.
- H. Rules and Regulations. UHTC shall enforce rules and regulations governing the students while those students are in the UHTC Facility and simulation labs in addition to the SCHOOL's and Nursing program's rules.

### **3. UHTC RESPONSIBILITIES**

- A. Tuition collection: UHTC will collect the tuition fees from the students on behalf of SCHOOL.
- B. Non-nursing related remediation (the computer skills): UHTC will provide pre-clinical remediation to students as necessary. Such remediation is outside of the scope of the Nursing program.
- C. Payroll (paying faculty and program coordinator): Prior to commencement of any given 9-week study program, SCHOOL and UHTC shall agree, in writing, on the salaries to be paid to the program coordinator and to faculty. The program coordinator and the faculty will be paid by UHTC on behalf of SCHOOL. UHTC and SCHOOL have agreed to the salaries pertaining to the current, Summer 2014, study program.
- D. Space for instruction: Space is limited to classrooms for instruction during time of instruction
- E. Simulation lab: SIM lab(s) and SIM lab operator(s) are provided by UHTC for use by summer program faculty and students. The SIM lab operator is an employee of UHTC, and s/he shall have the ultimate authority as to the use of the simulation equipment.

### **4. STUDENT RESPONSIBILITIES**

UHTC shall notify the students that they are responsible for:



1. Submitting all their personnel and academic records to the SCHOOL prior to the commencement of classes;
2. Following the clinical and administrative policies, procedures, rules and regulations of HOSPITAL;
3. Arranging for his/her own transportation and living arrangements;
4. Arranging for and satisfying the costs of his/her own health insurance for the period of the Program;
5. Assuming responsibility for all necessary immunizations, tuberculin test, and annual health examination;
6. Maintaining the confidentiality of patient information. In this regard, the discussion, transmission, or narration in any form by students of any patient information of a personal nature, medical or otherwise, which is obtained in the regular course of the Training Program, is forbidden except as a necessary part of the practical experience;
7. Following dress code of the UHTC and HOSPITAL and wearing name badges identifying themselves as students;
8. Attending an orientation of UHTC and HOSPITAL facilities provided by UHTC staff/faculty. Precepted students shall receive an orientation from the HOSPITAL; and,
9. Providing services to the Hospital's patients under the direct supervision of a faculty provided by UHTC or Hospital-provided preceptors.

## **5. AFFIRMATIVE ACTION AND NON-DISCRIMINATION**

The parties agree that all students receiving clinical training pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, or veteran status.

## **6. STATUS OF SCHOOL AND UHTC**

It is expressly agreed and understood by SCHOOL and UHTC that students under this Program are in attendance for educational purposes, and such students are not considered employees of for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

**7. INDEMNIFICATION**

- A. SCHOOL agrees to indemnify, defend and hold harmless, UHTC and its affiliates, its directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the SCHOOL, its officers, employees, agents or its students.
- B. UHTC agrees to indemnify, defend and hold harmless SCHOOL, its officers, agents, employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the UHTC, its agents or its employees.

**8. INSURANCE**

- A. The SCHOOL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and UHTC against liability arising from or incident to the use and operation of the UHTC by the SCHOOL's students and naming UHTC as an additional insured.
- B. UHTC's insurance is the primary insurance during class time, Other than class time the SCHOOL's insurance is primary.
- I. The SCHOOL shall also maintain and provide evidence of workers' compensation and disability coverage for its students as required by law.
- J. UHTC shall also maintain and provide evidence of workmen's compensation and disability coverage for its employees as required by law.
- E. The SCHOOL shall provide UHTC with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the UHTC of the cancellation of such insurance. The SCHOOL shall promptly notify the UHTC of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.
- F. UHTC shall provide SCHOOL with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to SCHOOL of the cancellation of such insurance. UHTC shall promptly notify the SCHOOL of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder,



## 9: TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter.
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least thirty (30) days prior written notice of their desire to renew, and the other party's agreeing to such a renewal, in writing, prior to the expiration of the then current term of the Agreement.
- C. Termination.
  - 1. Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
  - 2. Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

## 10. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall

not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Maieure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:
  - 1. Notice to the UHTC:  
  
Yvonne Thomas, MD, MPH, FACS, CEO  
United Heart Training Center  
420 Executive Court North, Suite G Fairfield, CA 94534  
Telephone 707.759.5968
  - 2. Notice to the SCHOOL:  
  
Jowel C. Laguerre, Ph.D.  
Superintendent-President  
Solano Community College  
4000 Suisun Valley Road  
Fairfield, California 94534-4017



- J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law,
- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto, A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

## 11. EXECUTION

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

### UHTC

By: Yvonne Thomas, MD, MPH, FACS

\_\_\_\_\_  
Signature

Title:

Date:

### SCHOOL

By: Jowel C. Laguerre, Ph.D.

\_\_\_\_\_  
Signature

Title: Superintendent-President

Date:

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

**TO: Members of the Governing Board**

**SUBJECT: FIRST READING - SOLANO COMMUNITY COLLEGE  
DISTRICT POLICIES, SERIES 4000 – BOARD POLICY NO.  
4215 AND PROCEDURES - REVISED**

**REQUESTED ACTION: INFORMATION**

**SUMMARY:**

The Governing Board establishes and regularly reviews broad institutional policies and appropriately delegates responsibility to implement these policies.

The revised policy and procedure has been reviewed by the Superintendent-President's Cabinet and will be properly vetted through the Shared Governance Council and Board Policies and Procedures Adhoc Subcommittee. Approval will be requested at a future meeting.

No action is required.

- Policy No. 4215 – Series 4000 – Revised
- Procedure No. 4215 – Series 4000 – Revised (Informational)

*Government Code:* *Board Policy: 4000* *Estimated Fiscal Impact: \$ N/A*

**SUPERINTENDENT'S RECOMMENDATION:**

☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

Nona Cohen-Bowman, Consultant  
Human Resources

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

707 864-7286

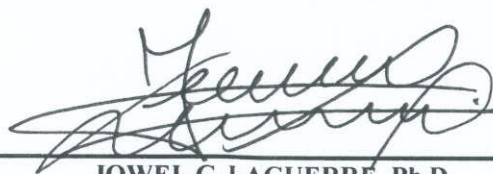
**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

July 2, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 2, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



## SOLANO COMMUNITY COLLEGE DISTRICT

### SMOKING ON CAMPUS

4215

#### POLICY:

The Solano Community College District is committed to providing a safe and healthy environment for its students, employees, and visitors. Because it has been determined that the smoking of tobacco and exposure to secondhand smoke pose significant health hazards, the District is hereby establishing a smoke-free policy on all District-owned property. *Use of prohibited tobacco products and smoking includes smoking of cigarettes, pipes, cigars, other tobacco products of any kind, and all forms of electronic cigarettes or vapor devices.* This policy is effective as of the first day of the month following Board approval.

#### REFERENCES/ AUTHORITY:

Solano Community College Governing Board

California Government Code, Section 7597.1

California Education Code, Section 76031, 76033(e), 7233

California Bill AB 795

BP 4215

#### ADOPTED:

June 19, 1991

#### REVISED:

January 21, 2004; July 18, 2012; XXXXXXXXX

## SOLANO COMMUNITY COLLEGE DISTRICT

### SMOKING ON CAMPUS

4215

#### PROCEDURES:

To enforce smoking and tobacco control regulations and procedures, the Superintendent-President or his/her designee hereby authorizes:

#### Smoking on Campus Procedures Amendment for the implementation year

1. There will be a one-year transition period, *ending July 18, 2013*, to assist those who smoke to a Smoke-Free Campus.
2. During year one smoking will be allowed at designated areas only. In these areas, urns will be provided as a place to leave cigarettes.

#### Smoking on Campus *Policy Application and Procedures*

#### Notification and Education

3. Smoking will be prohibited on all District-owned property. Use of prohibited tobacco products *and smoking* includes smoking of cigarettes, pipes, cigars, other tobacco products *of any kind, and all forms of electronic cigarettes or vapor devices*.
4. Smoking is prohibited in all District-owned vehicles.
5. No cigarette urns will be placed on District property (except as noted above).
6. Tobacco products will not be sold on District property.
7. Communication of the Smoking on Campus Policy shall be publicized in the following ways:
  - a. Notification of the Tobacco Free environment *and that violations of this policy may result in civil penalties to include a monetary fine* shall be published on a continual basis in the College Catalog, Class Schedules, College Web site, and communication monitors. *When practicable, students will also be notified of this policy and enforcement measures during student orientation.*
  - b. "Welcome to Solano Community College: We are a Tobacco Free Campus" signs will be posted at major campus and Center entrances.
  - c. *Additional signage shall be added to existing signs to read as follows: "Violations of SCCD Policy No. 4215 May Result in a Fine up to \$100.00".*
8. The District Student Health Center will support and assist efforts to stop smoking by providing literature and two cessation programs each semester, including one at each Center. Also, it



will provide referrals to the Solano County's community cessation programs available in Fairfield, Vacaville, Vallejo, and TAFB.

9. The Smoking on Campus Policy is the shared responsibility of every student, faculty member, staff person, administrator, and visitor. SCC will follow discipline procedures *and civil fines in accordance to California Government Code Section 7597.1* for those reported to be violators of this policy.

#### Enforcement and Data Entry Procedures

10. *The officers of the Law Enforcement Provider for the Solano Community College (SCC) District and SCC Police Aides are hereby authorized to issue civil citations, pursuant to these procedures and as established under Government Code Section 7597.1, for the enforcement of this policy. In order to further promote student awareness of this policy and the enforcement thereof, Officers and Police Aides should issue warning citations during the first thirty (30) days of the first semester of enforcement of this policy, commencing after Board approval.*
11. *A civil citation for smoking in violation of Board Policy 4215 may be issued to any person who is smoking on SCC District property, including anyone smoking inside a vehicle parked or driven on a SCC District property.*
12. *Prior to issuing a citation, the issuing officer shall have the SCC Police Department conduct a "Smoking Citation Database" search to determine if the offender previously received a smoking citation. Thereafter, the issuing officer shall check the appropriate offense box (first, second, third, etc.) for the related offense.*
13. *When a person receiving a citation refuses to sign in the signature box, the officer shall write "Refused" in the box and issue the unsigned citation to the person. A person who has provided their name and identifying information yet refuses to sign or accept the civil citation shall not be arrested for failure to sign or accept the citation. The issuing officer shall mail the violator's copy of the citation, by certified mail, to the person identified. The issuing officer shall also notify, by email, the Dean of Student Counseling when the individual is a student or the Director of Human Resources when the individual is a College employee, of the incident for possible disciplinary action.*
14. *When a person in violation of Board Policy 4215 refuses to identify him or herself, the issuing officer will inform the individual that they are in violation of Penal Code Section 626.4, when a student or SCC District employee, or Section 626.6, when a non-affiliated person, and will be subject to arrest if they do not leave the campus.*
15. *A Smoking Citation Database shall be maintained in ARMS by the SCC Police Department.*
16. *Smoking citations shall normally be entered into the database on a daily basis.*



17. *When entering the citations, if a student violator is determined to have four or more smoking citations, the data entry person shall bring this to the attention of the Chief of Police who will, thereafter, confer with the Dean of Student Counseling to determine a course of action with respect to progressive discipline up to and including expulsion.*
18. *When entering the citations, if an employee violator is determined to have four or more smoking citations, the data entry person shall bring this to the attention of the Chief of Police who will, thereafter, confer with the Director of Human Resources to determine a course of action with respect to progressive discipline up to and including termination.*
19. *Citations entered into the database shall be stored in a secure file in the SCC Police Department subject to being purged three years after issuance.*

#### *Fines, Cessation Class, or Community Service Hours*

20. *The first citation issued for violation of this policy shall result in a civil fine of \$25.00. Each subsequent citation received by the same violator, within a three-year-period, shall result in the following graduated fine schedule: First Violation - \$25.00; Second Violation - \$50.00; Third Violation - \$75.00; Fourth and any subsequent violations - \$100.00.*
21. *In lieu of paying a fine for the first or second citation received in a three-year-period, a person cited for violating this policy may complete an 18 hour smoking cessation class or up to eight (8) hours of voluntary community service work, which shall include collecting and disposing of cigarette butts discarded on college property. Both options shall be overseen by the Campus Police Department to ensure both compliance and safety by and for the person choosing the option.*

#### *Payment and Appeals*

22. *Payment and appeals shall be mailed to the address indicated on the rear of the citation. The payments will be received by an assigned employee of Fiscal Services and deposited into a separate account designated as "Smoking Citation Fines." Funds in this account shall be allocated to include, but not limited to, the designated enforcement agency, education and promotion of this policy, and tobacco cessation treatment options.*
23. *Payment of any and all fines related to this policy enforcement shall not be taken by any member of the SCC Police Department.*
24. *A person issued a citation for smoking may file an appeal with the Chief of Police or designee by submitting a letter of explanation with a copy of the citation or by scheduling an appointment to meet with the Chief of Police or designee in person;*



*either method of appeal must be filed or contact made with the Chief of Police /designee within 15 days of receiving the citation. Thereafter, within ten days of receiving the appeal, the Chief of Police shall render his or her decision in writing via US certified mail to the person who filed the appeal.*

25. *The decision, indicated in 21 above, may be appealed to the SCC District Superintendent/ President in writing, with attached documents from that decision, or by requesting a hearing, within 15 days of receiving the decision. The Superintendent/President shall render a decision within ten days of receiving the appeal letter or after holding a hearing with the person making the appeal. The decision shall be mailed by certified US mail to the person who filed the appeal. This decision is final and if the person is found to be in violation, he or she will have thirty (30) days from the date of the decision letter to complete payment of the fine for the citation.*
26. *In the event that a student or faculty/staff member does not pay the citation within 31 days of receiving it, they shall be sent a delinquent notice informing him/her they have 30 days from the date of the letter to complete the payment or be subject to having their student records placed on hold when a student, or be subject to disciplinary action, including suspension, when an employee.*

*BPROC 4215*

*REVIEWED: June 20, 2012; Revised XXXXXXXX*

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

**TO:** Members of the Governing Board

**SUBJECT:** INITIAL PRESENTATION OF OPERATING ENGINEERS,  
LOCAL 39 BARGAINING PROPOSALS TO THE  
DISTRICT ON 2014 REOPENERS

**REQUESTED ACTION:** INFORMATION

**SUMMARY**

Pursuant the Government Code Section 3547 and for the purpose of public notice ("sunshining"), Stationary Engineers, Local 39, has submitted its bargaining proposal to the District to open Article 8 Discipline and Dismissal; Article 9 Leaves and Absences; Article 11 Hours and Overtime; Article 12 Holidays/Breaks; Article 14 Pay and Allowances; Article 15 Health and Welfare Benefits; Article 16 Working Conditions; Article 19 Reclassification; Appendix A Classified Salary Schedule/Operating Engineers Classifications; and Appendix B Fringe Benefit Plans.

Public comment on such proposals shall be received at the Governing Board meeting scheduled for August 20, 2014.

The contract proposals are attached.

*Government Code: 3547*      *Board Policy: 2010*      *Estimated Fiscal Impact: Unknown*

**SUPERINTENDENT'S RECOMMENDATION:**

☐ APPROVAL      ☐ DISAPPROVAL  
☒ NOT REQUIRED      ☐ TABLE

Nona Cohen-Bowman, Consultant  
Human Resources

**PRESENTER'S NAME**

360 Campus Lane, 201  
Fairfield, CA 94534

**ADDRESS**

707 864-7286

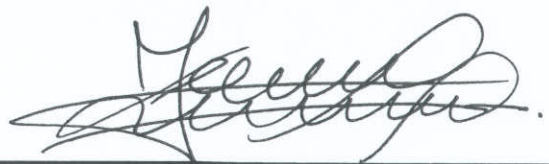
**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

July 2, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 2, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**





# Stationary Engineers, Local 39

INTERNATIONAL UNION OF OPERATING ENGINEERS AFL-CIO

JERRY KALMAR  
BUSINESS MANAGER-SECRETARY

April 28, 2014

*Sent via Certified U.S. Mail*

*7013 2630 0002 3026 3772*

*And via Email: joweLlaguerre@folano.edu*

Dr. Jowel Laguerre, Superintendent- President  
Solano Community College  
360 Campus Lane  
Fairfield, CA 94534

Dear Dr. Laguerre,

Please find outlined below the International Union of Operating Engineers, Stationary Local 39 proposals for Sunshine:

Article 8,	Discipline and Dismissal
Article 9,	Leaves of Absence
Article 11,	Hours and Overtime
Article 12,	Holidays/Breaks
Article 14,	Pay and Allowances
Article 15,	Health and Welfare Benefits
Article 16,	Working Conditions
Article 19,	Reclassification

Appendix A, Classified Salary Schedule / Operating Engineers Classifications  
Appendix B, Fringe Benefit Plans

Stationary Engineers, Local 39 reserves the right to amend, modify, change, add to or subtract from the above listed articles. Please contact us immediately to set mutually agreeable dates and times to commence the bargaining process.

We look forward to meaningful and productive negotiations.

Sincerely,

Megan Lane  
Stationary Engineers, Local 39

cc: Bruce Petersen, Assoc. VP of Human Resources, Solano College

MLane:ItiUOE#39/afl-cio

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: INITIAL PRESENTATION OF THE DISTRICT'S BARGAINING PROPOSALS TO THE OPERATING ENGINEERS, LOCAL 39 ON 2014 REOPENERS

REQUESTED ACTION: INFORMATION

SUMMARY

The Solano Community College District and the Stationary Engineers, Local 39 are preparing to enter into negotiations for the period of 2014-2018.

Pursuant the Government Code Section 3547 and for the purpose of public notice ("sunshining"), This item introduces the District's proposals to Stationary Engineers, Local 39 to open Article 4 District/Local 39 Relations – Local 39 Rights; Article 5 Management Rights and Responsibilities; Article 8 Discipline and Dismissal; Article 12 Holidays/Breaks; Article 13 Vacation Plans; Article 14 Pay and Allowances; Article 15 Health and Welfare Benefits; Article 17 Transfer/Promotion; and Article 18 Vacancies.

The District reserves the right to amend, modify, change, add to or subtract from the above listed articles.

Public comment on such proposals shall be received at the Governing Board meeting scheduled for August 20, 2014.

The contract proposals are attached.

Government Code: 3547 Board Policy: 2010 Estimated Fiscal Impact: Unknown

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

Nona Cohen-Bowman  
Consultant, Human Resources

PRESENTER'S NAME

360 Campus Lane, 201  
Fairfield, CA 94534

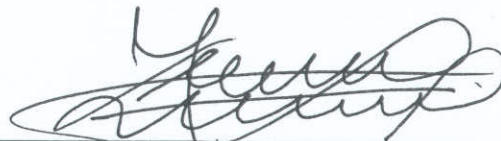
ADDRESS

707 864-7286

TELEPHONE NUMBER

Administration  
ORGANIZATION

July 2, 2014  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

July 2, 2014  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



Solano Community College District

July 2, 2014

The District hereby submits the following initial proposals to Stationary Engineers, Local 39 for the 2014-2018 Contract:

Article 4: District/Local 39 Relations – Local 39 Rights

- Clarity in District/Local 39 relations and rights

Article 5: Management Rights and Responsibilities

- Review and update article.

Article 8: Discipline and Dismissal

- Clarity in disciplinary procedures, including due process.

Article 12: Holidays/Breaks

- Clarify Holidays/Breaks and update article content.

Article 13: Vacation Plans

- Review and update article section

Article 14: Pay and Allowances

- Improve salaries within District constraints

Article 15: Health and Welfare Benefits

- To review the impact of Affordable Care Act and strive to optimize costs to the District.

Article 17: Transfer/Promotion

- Improve efficiency and fairness in the process

Article 18: Vacancies

- Improve efficiency and fairness in the process

**The District reserves the right to amend, modify, change, add to or subtract from the above listed articles**

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

**TO: Members of the Governing Board**

**SUBJECT: PROPOSED MEMORANDUM OF UNDERSTANDING  
BETWEEN SOLANO COUNTY SHERIFF'S OFFICE AND  
SOLANO COMMUNITY COLLEGE DISTRICT**

**REQUESTED ACTION: INFORMATION**

**SUMMARY:**

Solano Community College District ("District") and Local 39 reached a settlement agreement with the Solano County Sheriff's Office ("Sheriff's") in June of 2014. The agreement fully supports the transition of law enforcement services at the College.

Board approval is requested to negotiate the Memorandum of Understanding between the Sheriff's Office and the District to address the law enforcement needs for the College with the intent to increase campus safety and security.

This item was originally presented for information in part on June 18, 2014, and will return to the Board for approval at a future meeting.

*Government Code: EC 72330 Board Policy: 3800 Estimated Fiscal Impact: \$607,497-\$980,392*

**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

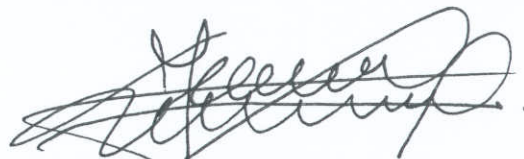
**TELEPHONE NUMBER**

Finance & Administration

**ORGANIZATION**

July 2, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 2, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**





**SOLANO COUNTY SHERIFF'S OFFICE AND  
SOLANO COMMUNITY DISTRICT LAW ENFORCEMENT  
MEMORANDUM OF UNDERSTANDING**



This Memorandum of Understanding ("MOU") is made on \_\_\_\_\_, 2014 between Solano County acting by and through the Solano County Sheriff's Office ("Sheriff") and the Solano Community College District ("District").

**RECITALS**

WHEREAS, the District is desirous of contracting with Solano County ("County") for the performance of the general law enforcement and security services described by the Sheriff; and,

WHEREAS, the Sheriff has the resources, knowledge, and ability to provide law enforcement services to the District.

The Sheriff and the District mutually agree as follows:

**1. SCOPE OF SERVICES**

- A. The Sheriff agrees to provide general law enforcement and security services within the limits of the District to the extent and in the manner set forth in this MOU and attached Exhibit A, which is incorporated by this reference.
- B. District authorizes the Sheriff to enforce its rules, regulations, resolutions, and ordinances on its campuses. For the purposes of carrying out its activities under this MOU, the Sheriff's authority under this MOU, such rules, regulations, resolutions, and ordinances shall not conflict with the Education Code, Title 5 of the California Administrative Code, and District rules, regulations, policies, or procedures.
- C. Except as otherwise specifically set forth in this MOU, law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the statutes of the State of California, and security services shall encompass other services in the field of public safety, law, or related fields within the legal power of the Sheriff to provide, including, but not limited to: maintaining the security of District buildings and property; attending gatherings (e.g., sporting events, organized protests, etc.) to maintain order; patrolling campus grounds and parking lots; providing on-campus foot patrols on a regular basis, observing and reporting facility problems, safety hazards, and other matters that need to be given further attention by District personnel; and responding to incidents that require the administration of first aid.

**2. LEVEL OF SERVICES**

The Sheriff agrees to perform its duties and responsibilities and provide such services as described in the "Level of Services" section attached as Exhibit B and incorporated by this reference. The Sheriff may adjust resource deployment, should situations warrant, for seasonal or other District and County closures.

### **3. ADMINISTRATION OF PERSONNEL**

- A. During the term of this MOU, the Sheriff shall serve as the Chief Law Enforcement Officer of the District, through the Service Area Manager, and shall perform the functions of the position under supervision by, and at the direction of the District.
- B. In addition to the standards of performance customarily applied by the Sheriff, the standards presented in Exhibit A shall also be used to assess the performance of Sheriff's personnel under this MOU.
- C. In the event of a dispute between the parties as to the nature and extent of the duties and functions to be rendered by the Sheriff, the Sheriff and the President of the District, or their respective designees, will meet and confer in good faith to attempt to resolve the matter.
- D. All District employees who work in conjunction with the Sheriff's Office pursuant to this MOU shall remain employees of the District and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this MOU. No District employee as such shall become an employee of the County unless by specific additional agreement in the form of a merger agreement which must be adopted separately by the District and the County.
- E. When performing services and functions pursuant to this MOU, and only for the purpose of giving official status to the performance thereof, every County officer and/or County employee engaged in performing any such service and function shall be deemed to be performing services for the District, as long as the service is within the scope of this MOU and is a District police or security function.
- F. The District shall not be called upon to assume any liability for the direct payment of any Sheriff's Office salaries, wages, or other compensation to any County personnel performing services hereunder for the District. Except as otherwise specified, the District shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of the services performed under this agreement.

### **4. ASSIGNMENT OF PERSONNEL**

- A. The Sheriff is the sole appointing authority for all Sheriff's personnel employed pursuant to this MOU.
- B. The responsibility for supervision of law enforcement services, hiring of personnel, establishing standards of performance, assignment of personnel, determining and effecting discipline, determining training required, maintaining personnel files, and other matters relating to the performance of services and control of personnel shall remain with the Sheriff and shall be performed by Sheriff.
- C. The Sheriff is solely responsible for reassignment of all Sheriff's personnel employed pursuant to this MOU. No District personnel shall perform law enforcement duties, which Sheriff is obligated to provide under this MOU, except as may be otherwise expressly provided in it or as may be agreed upon.
- D. Requests for changes in level or type of service, or complaints about service are to be made by the District, in writing, to the Sheriff. The Sheriff agrees that to the extent reasonably



possible, rotation of staff for this assignment will be minimized in order to develop staff expertise about the District.

- E. Except as provided in Section 3.F. above, and subject to Board of Supervisor approval, the sworn officers assigned will be employees of the Sheriff's Office and not employees of the District. Sheriff agrees to provide workers' compensation insurance coverage to each of its sworn officers and affirms that supervision of them will be provided by the Sheriff's supervisors. The intent of this provision is to prevent the creation of "special employer" relationship under California workers' compensation law. The Sheriff further agrees to obtain a waiver of subrogation for the workers' compensation insurance with respect to the sworn officers assigned under this MOU.
- F. Sheriff shall be responsible for the payment of benefits for its own employees, including any public employee retirement benefits and social security benefits during any services rendered under this MOU. Such employees shall not be entitled to any payment of benefits from the District and any policies, benefits or agreements of the District will not apply.

#### **5. DEPLOYMENT OF PERSONNEL**

- A. The District is not limited to the level of services indicated on Exhibit B, but may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide. Permanent changes to the level of service shall be reflected in a written amendment to this MOU and costs, as applicable, will be adjusted.
- B. The District shall request changes to service levels in writing pursuant to the terms of this MOU. The parties agree the Sheriff shall have reasonable time to implement changes in staffing patterns and shall make such adjustments to service levels within one-hundred twenty (120) days of receipt of written request.
- C. Supplemental security, supplemental sworn officer support and supplemental professional civilian support staff may be requested, e.g. special events, dignitary protection, or any other situation where it is reasonably expected that additional security services are warranted, shall be provided in writing ten (10) days in advance of the first service date and no less than three (3) days advance notice. Unless supplemental changes are requested in writing and mutually agreed to by the Sheriff and the District, contracted security service levels remain in effect. The Sheriff will make its best effort to fulfill supplemental security needs. For matters scheduled in advance that require additional security services, the District will request and the Sheriff shall provide an estimate of costs of additional services. The District will be billed for such services as provided in the contract and under the same terms that the Sheriff offers to other contract agencies.

#### **6. TRANSFER OF PERSONNEL**

Placement of current District law enforcement personnel, if any, will be determined on employee's training and professional experience, past performance and recommendation from the District's Interim Police Chief. Exhibit C addresses classification, examination, employment and training requirements that will be considered in the transfer of personnel. The parties shall meet and confer in good faith regarding the process to be followed regarding transfer of District employees.

7. **TERM**

This MOU shall be in effect from \_\_\_\_\_, 2014 through June 30, 2017, unless sooner terminated or extended as provided for in it. With consent of the District and the Sheriff, this MOU may be extended for successive periods not to exceed five (5) years per extension period.

8. **CHANGES AND AMENDMENTS**

- A. Either the Sheriff or the District may request changes in the scope of services. Any mutually agreed upon changes shall be effective when incorporated in written amendments to this MOU.
- B. If any legislative or budgetary changes occur during the course of this MOU that impacts the services to be provided pursuant to this MOU, the parties will meet and confer regarding such changes and amend this MOU as necessary.

9. **WORKSPACE AND SUPPORT SERVICES**

District agrees to provide Sheriff with suitable work space to perform contracted services provided in Exhibit A, and such other services as may be required for performance of services under this MOU during those periods of time when the Sheriff needs to be on District premises.

10. **UNIFORM AND EQUIPMENT**

Sheriff's sworn personnel performing services under this MOU shall wear the prescribed uniform and standard equipment of the Sheriff's Office, except as directed by the Sheriff.

11. **PROVISION OF EQUIPMENT, SUPPLIES AND PERSONNEL**

- A. If special equipment is necessary by the Sheriff for performance of services not routinely provided by the Sheriff's Office, but that are agreed by the parties to be required under this MOU (such as traffic enforcement), Sheriff shall notify District in writing of the required equipment. The District may furnish such equipment or authorize Sheriff to obtain the equipment through the Sheriff's Office. In either case, all costs associated with providing and maintaining the equipment shall be paid by District, separate and apart from this MOU, except that Sheriff will be responsible for any damage to the equipment caused solely by willful misconduct or gross negligence of Sheriff personnel. Any such special equipment shall meet with Sheriff's code and specifications. Title to any special equipment purchased under this Provision shall remain with District. If the District elects not to provide the required special equipment, Sheriff is authorized to modify or discontinue the performance of activities for which the equipment is deemed by the Sheriff to be necessary.
- B. Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the District or with the District logo, all such items shall be provided at District's separate cost and expense.



**12. COST OF SERVICES**

- A. Personnel performing services under this MOU will be entitled to all benefits including cost of living allowances, paid holidays and other paid leave (such as vacation, compensatory time, sick leave, disability, compassionate, military, and jury duty) as allowed by County for all personnel and/or as allowed by bargaining agreements governing the personnel classifications performing services hereunder. All costs associated with such benefits are allowable under this MOU.
- B. District shall not be financially responsible for direct expenses attributable to services and facilities normally provided or available to law enforcement agencies in the County as part of the County's obligation to enforce State law.
- C. Sheriff will not make up any shortfall between the expenses and actual reimbursement for services under this MOU. All monies owed are due and payable within thirty (30) days of receipt of the monthly billing or services will be reduced to match available funding.

**13. BILLING**

- A. The Sheriff's fiscal staff will use, and the District will accept as supporting documentation, financial reports from the County Integrated Fund Accounting System and other locally developed automated reporting/tracking tools to calculate the rates and number of hours to be charged to the District.
- B. Sheriff shall forward an invoice for services rendered and the District shall pay the Sheriff within thirty (30) days of receipt of the invoice.
- C. Within thirty (30) days of the termination or expiration of this MOU, all amounts billed to the District are due and payable in full.
- D. If the billed amount is disputed, the District shall notify the Sheriff in writing.
- E. Notwithstanding a dispute, the District shall approve and forward payment voucher to the Sheriff and submit the dispute to the dispute resolution process pursuant to this MOU.
- F. An account receivable shall be established for unpaid amounts per billing period and unpaid monies over ninety (90) days in arrears will be directed to collections.

**14. TERMINATION**

- A. Subject to any applicable provisions of state law, any party may terminate this MOU upon sixty (60) days written notice to the other party and both parties will make a good faith effort to provide up to ninety (90) days written notice if possible.
- B. At termination, whether mutually agreed to or as a result of default, the District shall pay all outstanding costs due to the Sheriff.

**15. DISPUTE RESOLUTION**

Except as provided in Section 3.C and D, if the parties fail to mutually agree on any matters under this MOU or if either party believes the other has failed to satisfactorily perform or is otherwise in breach of this MOU, the parties shall submit the matter to resolution according to the following procedures:

- A. If there is a disagreement, dispute or alleged breach arising out of or in connection with this MOU, the disputing party shall first provide a written statement to the other describing the general nature of the claim.
- B. The statement must indicate that it is the first statement of a formal dispute resolution process.
- C. The statement need not be complete and does not limit the claim(s) of either party in any further action or procedure.
- D. Within ten (10) business days of the receipt of the statement by the other party, the respective authorized representatives shall meet and confer in good faith to either: (1) resolve the matter and set forth such resolution in writing; or, (2) define the dispute in writing that includes a description of each party's position, proposed resolution(s) and a list of projects or tasks that would be affected by the proposed resolution.
- E. If the authorized representatives fail to resolve the matter, within ten (10) business days of such failure to agree, the Sheriff and the President of the District shall meet and confer in good faith to attempt to further resolve the matter. The description of the dispute as written by the respective authorized representatives shall serve as the basis for further attempts at resolution. In the event the parties are unable to resolve the dispute, the provisions in Section 3.C. shall be implemented.
- F. A resolution of the matter shall be memorialized in writing and incorporated into this MOU.

**16. TITLE TO REPORTS**

Sheriff will maintain custody of the law enforcement reports and records it creates while performing services under this contract. District may review these reports and records, unless prohibited by law. Sheriff shall give District copies of these reports and records upon request.

**17. RULES, REGULATIONS, POLICIES AND PROCEDURES**

- A. Personnel assigned to provide services hereunder shall abide by all rules, regulations, policies, procedures (hereinafter referred to as procedures) and General Orders applicable to Sheriff's personnel.
- B. The requirements of this MOU shall take precedence over any College procedures. The Sheriff and District shall confer should any conflict exist between Sheriff and District procedures.; however, in view of the Sheriff's expertise with regard to law enforcement procedures and their impact on the operations of the Office, the Sheriff retains the final authority to determine how any conflicts between Sheriff and College procedures shall be resolved. In the event the parties are unable to resolve the dispute, the provisions in Section 3.C. shall be implemented.

**18. DISTRICT POWERS AND ENFORCEMENT OF DISTRICT ORDINANCES**

- A. It is agreed that in performing the services pursuant to this MOU, Sheriff shall have all the Law Enforcement powers of the District and shall receive full cooperation from District to enable efficient and effective enforcement of such rules, regulations, resolutions, and/or



ordinances of District that are enforced by Sheriff pursuant to this MOU. District shall likewise receive full cooperation from the Sheriff in efficient and effective enforcement.

- B. District is responsible for the validity of its rules, regulations, resolutions, and ordinances and District shall defend, hold harmless, and indemnify Sheriff, its officers, agents, and employees, with respect to any lawsuit or action challenging the validity of a District ordinance with respect to any allegation that any arrest, citation, or other action taken by Sheriff, its officers, agents, or employees was taken under an invalid District ordinance.

## 19. PUBLIC ENTITY MUTUAL INDEMNIFICATION

### A. *Sheriff to Indemnify District*

Sheriff agrees to defend and indemnify District, its agents, officers and employees (collectively referred to in this subdivision as 'District'), from any claim, action or proceeding against District, arising solely out of the acts or omissions of Sheriff in the performance of this MOU. At its sole discretion, District may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Sheriff of any obligation imposed by this Section. District shall notify Sheriff promptly of any claim, action or proceeding and cooperate fully in the defense.

### B. *District to Indemnify Sheriff*

District agrees to defend and indemnify the Sheriff, the County, its agents, officers and employees (collectively referred to in this subdivision as 'Sheriff') from any claim, action or proceeding against Sheriff arising solely out of the acts or omissions of District in the performance of this MOU. At its sole discretion, Sheriff may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve District of any obligation imposed by this Section. Sheriff shall notify District promptly of any claim, action or proceeding and cooperate fully in the defense.

### C. *Each Party to Defend Itself for Concurrent Claims*

Sheriff agrees to defend itself, and District agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of Sheriff and District. In such cases, Sheriff and District agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in subdivision E.

### D. *Joint Defense*

Notwithstanding subdivision C, in cases where Sheriff and District agree in writing to a joint defense, Sheriff and District may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of District and Sheriff. Joint defense counsel shall be selected by mutual agreement of Sheriff and District. Sheriff and District agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in subdivision E. Sheriff and District further agree that neither party may bind the other to a settlement agreement without the written consent of both Sheriff and District.

### E. *Reimbursement and/or Reallocation*

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, Sheriff and District may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

20. **COMPLAINTS**

Sheriff agrees to handle and respond to complaints in a courteous and timely manner. Citizen complaints against Sheriff's personnel shall be investigated and responded to by the Sheriff. Complaints shall be processed and records shall be maintained in accordance with applicable law and published procedures of the Sheriff's Office. Disclosure of information relative to complaints and any associated internal investigations shall be made only to the extent authorized by law.

21. **ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

A party shall not assign its rights and/or subcontract or otherwise delegate its duties under this MOU, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

22. **INDEPENDENT CONTRACTOR STATUS**

The MOU is between the Sheriff and the District and is not intended, and shall not be construed to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between the Sheriff and the District.

23. **GOVERNING LAW, JURISDICTION, AND VENUE**

This MOU shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agree and consent that venue of any action brought hereunder shall be exclusively in Solano County.

24. **NOTICES**

Any notices required or permitted shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other.

District  
Yulian Ligioso  
Vice President of Finance & Admin.  
Solano Community College District  
4000 Suisun Valley Road  
Fairfield, CA 94534

Sheriff  
Thomas A. Ferrara  
Sheriff-Coroner  
Solano County Sheriff's Office  
530 Union Avenue, Ste. 100  
Fairfield, CA. 94533



25. **SUBSEQUENT YEARS**

Costs to be paid by District to Sheriff will be adjusted annually based on increases in wages, benefits, and other items related to Sheriff's performance of services under this MOU. Whenever the Board of Supervisors increases salaries in the Sheriff's Office and the increases relate to this MOU, Sheriff shall provide District with projected costs for the subject fiscal year which shall be incorporated into this MOU as of the effective date of such increase.

26. **ENTIRE AGREEMENT**

This MOU, including all Exhibits, constitutes the entire agreement between the District and the Sheriff with regard to the rights and responsibilities outlined in it. As such, all written and oral understandings are superseded by this MOU.

Solano Community College District

Solano County

By \_\_\_\_\_  
Yulian Ligioso, VP of Finance & Admin.

By \_\_\_\_\_  
Thomas A. Ferrara, Sheriff - Coroner

APPROVED AS TO FORM

APPROVED AS TO FORM

By \_\_\_\_\_  
District Counsel

By \_\_\_\_\_  
County Counsel



## **EXHIBIT A**

### **Scope of Work for Law Enforcement Services (District Service Unit)**



The District and the Sheriff agree that the following provisions shall be applicable to any determination of the extent of the duties and functions to be rendered under this "MOU," or to the level or manner of performance of such service:

1. In providing law enforcement services for the District, the Sheriff's primary focus and principal jurisdiction shall be limited to law enforcement on the campuses of the District or other grounds or properties owned, operated, controlled, or administered by the District.
2. Among the law enforcement and security services the Sheriff will perform under the MOU are services such as the following:
  - A. Observing and reporting facility problems that pose a safety hazard, risk to the public or jeopardize the integrity of campus security (for example, broken windows, burnt-out lights, water leaks, and the like) and other matters needing attention by District personnel (e.g., graffiti, or excessive litter);
  - B. Investigating the whereabouts of missing equipment or property, responding to incidents requiring first aid; completing and submitting injury reports;
  - C. Providing security and maintaining order at meetings, hearings, rallies, and other gatherings; and,
  - D. Rendering aid to students and others on campus who need assistance because they are having vehicle problems (e.g., dead battery, lost keys) or who ask to be escorted to their vehicles at night or in other appropriate circumstances.
  - E. Respond to and investigate any and all reports of crimes or criminal activity on District campuses, properties, or facilities. Make appropriate arrest(s) and/or issue citation(s) as needed. File criminal cases with the Solano County District Attorney's Office for prosecution. Process subpoenas and testify at court proceedings as necessary.
3. The Sheriff's personnel will also be responsible for participating in administrative proceedings when appropriate (for example, student and employee disciplinary matters); service of subpoenas on campus for the benefit of the District; timely conveyance of incident reports to the designated District administrator; receiving and processing citizens complaints about individuals employed by the Sheriff; complying with applicable laws and regulations regarding the compilation and reporting of District crime statistics; providing operational non-sworn community service officers; observing the training and qualifications requirements set forth in Education Code section 72330 and following; participating in parking enforcement on campus; and assisting with District emergency response planning and preparedness.
4. The Sheriff will reasonably accommodate the preferences of the District President in terms of the "enforcement style" adopted by the Sheriff on campus; and all Sheriff's personnel shall become sufficiently familiar with the District which they serve, including its services and



procedures, to be able to direct students and visitors to locations on campus and to assist in finding appropriate resources on campus. The Sheriff will cooperate with the District to develop and implement a training program to train the District officers that remain members of the Sheriff's District Service Unit on applicable requirements of federal and state law, as well as District policies and procedures.

5. The Sheriff shall produce biannual reports, dated January 1 and July 1 of each year. The components of the biannual report are listed below:
  - Misdemeanor arrests
  - Felony arrests
  - Injury reports
  - Observable facilities conditions
  - Special events
  - Responses to facility alarms
  - Responses to graffiti or vandalism incidents
  - Administrative hearings
  - Requests for supplemental services
6. An annual report will be produced September 1 of each year and shall be for the prior fiscal year ended June 30. It will include all Clery Act reporting requirements which must be published each year by October 1.

### **District's Scope of Responsibility**

The operational and functional duties and responsibilities of the District include:

- Contracting for a Level of Service and providing Sheriff reasonable turnaround to staff the District Service Unit selected;
- Providing full cooperation and assistance to Sheriff's Officers agents, and personnel;
- Providing Sheriff with points of contact within District and respond to Sheriff's request for assistance when needed;
- Providing Sheriff with vehicles, facility and/or space necessary to efficiently and effectively deliver law enforcement services; and,
- Providing the Sheriff access to District buildings and gates as necessary to effectively execute law enforcement services.



## EXHIBIT B

### District Service Unit Deployment Cost Options And Service Levels



(Salaries Adjusted Annually for Increases)

The total deployment cost of contract law enforcement services will be based on the District's selection of Levels of Service (Recommended, Reduced and Limited). Law enforcement service costs will be evaluated annually and are determined by the Solano County Auditor-Controller, Risk Management, employee COLA's, or as service levels change. No additional charges will be incurred by the District unless specifically contracted and agreed to. Other requests for supplemental security, e.g. special events, will be determined as requests are received.

Assumptions: Should circumstances warrant, the resource deployment may be changed. For example, if one campus is determined to have a unique crime or security problem that merits additional resources or during summer and winter breaks and campus closures, the normal deployment arrangements may be adjusted provided campuses continue to receive coverage and deputy/security officer safety is not compromised. In some instances, security services may be limited to Beat Patrols, e.g. over scheduled County holidays

#### Law Enforcement Services Costs

\* Compensated directly by District

##### Recommended Services

Service Area Manager- (Lieutenant Sheriff)	184,207
Deputy Sheriff x 2	297,756
Sheriff's Security Officers x 2 plus (8,296 Hrs)	360,957
Police Services Technician *	0
Relief for Leaves	20,000
Operating Expenditures	
Supplies	16,917
Contracted Services	0
Communications	6,255
Rents & Leases	20,000
Maintenance Contracts	15,329
Indirect Costs	58,971
<b>Projected Cost of Recommended Services</b>	<b>980,392</b>

#### MAIN CAMPUS

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Service Area Manager (1000 - 1800)						
Deputy Sheriff (0730 - 2230)						
Sheriff Security Officer (2230-0730)						
					SSO (0730-2230)	
Sheriff's Central Beat Patrol As Needed (24/7) 2 Deputies plus 1 Sgt						

#### VALLEJO CAMPUS

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Sheriff Security Officer (0800-2230)						
Sheriff's South Beat Patrol As Needed (24/7) 2 Deputies plus 1 Sgt						

#### VACAVILLE CAMPUS

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Sheriff Security Officer (0800-2230)						
Sheriff's North Beat Patrol As Needed (24/7) 2 Deputies plus 1 Sgt						



### Reduced Services

Service Area Manager- (Lieutenant Sheriff)	184,207
Deputy Sheriff x 2	297,756
Sheriff's Security Officers Part Time (8,060 Hrs)	205,852
Police Services Technician *	0
Relief for Leaves	20,000
Operating Expenditures	
Supplies	16,917
Contracted Services	0
Communications	6,255
Rents & Leases	20,000
Maintenance Contracts	15,329
Indirect Costs	49,044
<b>Projected Cost of Reduced Services</b>	<b>815,360</b>

### Limited Services

Service Area Manager- (Lieutenant Sheriff)	184,207
Deputy Sheriff x 1	148,878
Sheriff's Security Officers Part Time (6,240 Hrs)	159,370
Police Services Technician *	0
Relief for Leaves	20,000
Operating Expenditures	
Supplies	16,917
Contracted Services	0
Communications	6,255
Rents & Leases	20,000
Maintenance Contracts	15,329
Indirect Costs	36,541
<b>Projected Cost of Limited Services</b>	<b>607,497</b>

### MAIN CAMPUS

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Service Area Manager (1000 - 1800)						
Deputy Sheriff (0730 - 2230)						
Sheriff Security Officer (0730-2230)						
Sheriff's Central Beat Patrol As Needed (24/7) 2 Deputies plus 1 Sergeant						

### VALLEJO CAMPUS

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Sheriff Security Officer (1430-2230)						
Sheriff's South Beat Patrol As Needed (24/7) 2 Deputies plus 1 Sergeant						

### VACAVILLE CAMPUS

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Sheriff Security Officer (1430-2230)						
Sheriff's North Beat Patrol As Needed (24/7) 2 Deputies plus 1 Sergeant						

### MAIN CAMPUS

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Service Area Manager (0900-1700)						
Deputy Sheriff (0900-1700)						
Sheriff Security Officer (1430-2230)						
Sheriff's Central Beat Patrol As Needed (24/7) 2 Deputies plus 1 Sergeant						

### VALLEJO CAMPUS

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Sheriff Security Officer (1430-2230)						
Sheriff's South Beat Patrol As Needed (24/7) 2 Deputies plus 1 Sergeant						

### VACAVILLE CAMPUS

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Sheriff Security Officer (1430-2230)						
Sheriff's North Beat Patrol As Needed (24/7) 2 Deputies plus 1 Sergeant						





## **EXHIBIT C**

### **Transfer of Personnel, Firearms and Ammunition**



**WAIVER OF COMPETITIVE RECRUITMENT:** Many jobs with Solano County are governed, under a civil service system that requires, in part, a competitive recruitment. The County agrees to waive competitive recruitment requirements for those District employees being initially considered for employment by the County.

**APPLICATION AND EMPLOYMENT:** The transfer of certain law enforcement personnel will be considered upon completion of a pre-employment application packet and a classification study conducted by the County's Human Resources Department. Applicants must complete an application packet by <Date> to be considered for non-competitive hiring by the County. A conditional offer of employment may be made subject to successful completion of background investigation, past performance evaluations and recommendation from the District's Interim Police Chief.

**BACKGROUND INVESTIGATION:** Applicants will be subjected to a comprehensive background investigation that meets Sheriff's Office standards. The background investigation will include a thorough assessment of a candidate's personal, employment, educational, criminal, and credit history. The investigation may include, but is not necessarily limited to: use of prescription and/or other drugs, reports from former employers, friends, family members, neighbors, educational institutions, law enforcement agencies, credit reports, court reports, public records search, and/or other relevant sources. Candidates must be honest and forthcoming about information that may arise during the background process. Deception during any portion of this process is grounds for disqualification, even after employment.

**INTERVIEW, EXAMINATION & NOTIFICATION:** Upon request of the Sheriff's Personnel Unit each applicant will participate in a pre-investigative employment interview. Voice Stress Analysis examinations may be required for applicants at the discretion of the Sheriff. The County, through the Sheriff, shall determine the qualification of each applicant for employment. Any information obtained by the County and Sheriff during the background investigation will not be released to any individual, department, agency, including District, or other entity of the District, unless required by law.

**MEDICAL/OTHER EXAMINATIONS:** Upon passing a background investigation, each applicant who receives a conditional offer of employment will undergo a drug screening and medical examination administered through the Sheriff's Office (sworn personnel will submit to an additional psychological examination), from which it shall be determined that applicant is medically fit as of <transfer date> to perform the duties of the Sheriff position for which such applicant is designated. If, subsequent to the medical examination, but prior to the <transfer date>, any District employee is injured, disabled, or otherwise rendered unable to perform the duties of the position in which the applicant is to be employed by the County, the employee shall be required to pass a further medical examination as an additional condition of employment by Sheriff. District employees will remain the responsibility of the District until such time as they successfully pass all medical examinations and this MOU is fully executed.



**RELEASE OF INFORMATION:** Each applicant will complete a standard waiver authorizing the Sheriff to review the applicant's performance records, personnel files, training records, and any other information which may be relevant to the applicant's employment with County.

**PENDING DISCIPLINE:** Applicants who are subject to pending employment-related disciplinary action or criminal charges on <transfer date>, will not be eligible for transfer to County until their investigation has been fully adjudicated. These applicants remain the responsibility of the District. A disciplinary investigation is "fully adjudicated" for purposes of this MOU once the District has deemed the matter adjudicated at the District level, and/or the District has entered into an individual agreement with the applicant to resolve the matter.

**PERSONNEL RECORDS:** District shall obtain permission from each District employee and the District shall provide County by <transfer date> with the complete copies of the employee files of all personnel to be transferred pursuant to this MOU, including all claims for disability compensation. The Sheriff shall thereafter be the custodian of all such files.

**ACCRUED BENEFITS:** County or Sheriff shall not be responsible for any applicant's accrued District benefits; including but not limited to: vacation, sick days, saved time, compensatory time, retirement, savings plan, and education benefits. Accepted applicants must complete a one-year probationary period with the Sheriff, which can be extended for cause or for an injury that causes the employee to be absent.

**ASSIGNMENT:** Accepted applicants may be assigned to units within the Sheriff's Office including but not limited to Court Services, District Services Unit, Security Services, etc. The Sheriff will use best efforts to accommodate an applicant's preference; however, the Sheriff will assign the applicant based on the operational needs of the department and assist with department operations.

**SENIORITY:** Applicants who are hired will have a County hire date for seniority purposes that is the same as the <transfer date>. The County will use an applicant's hire date for each of the following: determining vacation and sick leave accrual; determining vacation bidding; eligibility for participation in the County Deferred Compensation and Savings plans; layoff, if any; and transfer preference. The Sheriff will adhere to the <transfer date> for bidding purposes (e.g., vacation, shift changes, etc.).

**PROMOTION:** Applicants eligible for promotions with the Sheriff shall be governed by current class specifications and successful completion of the probationary period. Qualifications for promotion are governed by County rules, regulations and classification specifications. Applicants will be given credit for experience as a District employee when applying for a Sheriff's Office position when such credit would be available to County employees under County rules and regulations.

**OFF-DUTY EMPLOYMENT:** Sheriff may authorize off-duty employment consistent with current Sheriff's Department Policy.

**SWORN TRAINING:** Sheriff and the County will provide orientation, policy and procedure, tactical and any other necessary training to sworn applicants that are hired. Sworn applicants are required to complete an orientation/training (Field Training Officer Program) with Sheriff.

**SHERIFF'S SECURITY OFFICER TRAINING (SSO):** SSO applicants are required to complete a PC 832 training that fulfills the Penal Code Section 832 for peace officers requirement. Satisfactory completion of this course must be demonstrated by passing POST-developed examinations that include a written test and an arrest control performance test.



**POLICE STATION:** After <transfer date>, the Sheriff shall share all use and occupancy of the property known as the Solano Community District Police Department, located at 4000 Suisun Valley Road, Building 1800B, Fairfield, with the non-sworn District Police Department personnel until the termination of this MOU. It is expressly understood that the District Police Department may be used by the Sheriff in connection with the performance of his duties in territory outside of the District during the term of this MOU; provided, however, that the performance of such outside duties shall not be at any additional cost to the District.

**MAINTENANCE:** The District shall perform all routine, day-to-day maintenance and repairs to the interior and exterior of the District Police Department. Routine maintenance and repairs shall include, but not be limited to the following: janitor service; incidental plumbing and electrical; heating ventilation and air conditioning ("HVAC") maintenance; interior painting; non-structural repairs to wall, ceiling and flooring surfaces; maintenance and repair of lighting fixtures; replacement of light bulbs; maintenance and repair of interior windows and doors; maintenance and repair of furniture; and minor remodeling.

The District shall be responsible for all other repairs, including non-routine or major repairs to the building, both major and minor, and for replacement of any improvements or fixtures, including but not limited to the replacement of plumbing, electrical or HVAC systems or any portion thereof. The Sheriff shall notify the District of known repairs in writing. Major repairs shall be undertaken by the District, at its sole expense.

"Emergency Repair" shall be defined as a Major Repair that if left unrepaired would compromise the health, welfare, or security of the police department inhabitants or the public, as determined by the Sheriff. The Sheriff may commence Emergency Repairs immediately after notification by the Sheriff to the District's designated emergency contact person. District shall provide the Sheriff with the name and telephone number of a designated contact person(s) for emergencies, for both working hours and after hours. The Sheriff shall invoice the District for the costs incurred by it for an Emergency Repair.

All invoices for Emergency Repairs undertaken by the Sheriff shall be due and payable sixty (60) days from the date of invoice. The maintenance and repairs authorized by this section are intended solely to maintain the District Police Department in good working order and in the condition intended by the parties before and after completion of the improvements and refurbishment contemplated by this MOU, normal wear and tear excepted.

**COMMUNICATIONS EQUIPMENT:** Sheriff's personnel shall retain individual radios, issued and maintained by the Sheriff. District communications equipment remains the responsibility of the District and may be used by Sheriff personnel in their law enforcement capacity.

**FIREARMS AND AMMUNITION:** The Sheriff shall assume control of unassigned weapons and any other law enforcement equipment including but not limited to rifles, patrol bicycles, training equipment, etc.

**COMPUTERS AND OFFICE EQUIPMENT:** Computers and office equipment shall remain the responsibility of the District and shared by the Sheriff. Sheriff shall be provided with the ability to install proprietary software onto District computer equipment to effectively administer law enforcement services. Sheriff's software shall be stripped from computers that have reached usefulness or in the event of termination of this MOU, Sheriff shall retain ownership of all software installed by the Sheriff.

**PROPERTY OWNERSHIP:** Any personal property, furniture, computers and office equipment, telephone equipment, communication equipment, firearms and ammunition, vehicles and other equipment transferred to or purchased by the Sheriff for the District pursuant to this MOU will become and remain the property of the Sheriff. All right, title and interest in the property transferred by the



District shall be free and clear of any encumbrances. District shall be responsible for any and all outstanding loans or liens against the property. In the event of the termination of this MOU, Sheriff shall retain ownership of all such property.

**CASE FILES:** Within twenty-four (24) hours of the execution date, the District shall provide the Sheriff or his designee a listing of active cases and the status of all ongoing investigations. On the transfer date the District shall relinquish control of all active and closed case files for the preceding three-year period to the Sheriff or his designee.

AGENDA ITEM 11.(e)  
MEETING DATE July 16, 2014

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

**TO: Members of the Governing Board**  
**SUBJECT: CHILDREN'S PROGRAMS ANNUAL REPORT**

**REQUESTED ACTION: INFORMATION**

**SUMMARY**

Ms. Christie Speck, Director of the Children's Programs, will give a PowerPoint presentation on the successes of the Children's Programs, challenges, and three-year plan.

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

**SUPERINTENDENT'S RECOMMENDATION:**

☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

Christie Speck, Director  
Children's Programs

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

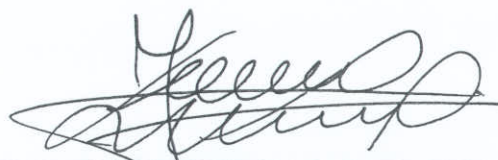
**ADDRESS**

707-864-7183

**TELEPHONE NUMBER**

Academic Affairs  
**ORGANIZATION**

July 2, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 2, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



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

**TO: Members of the Governing Board**  
**SUBJECT: EDUCATIONAL MASTER PLAN UPDATE**

**REQUESTED ACTION: INFORMATION**

**SUMMARY**

Dr. Jowel Laguerre, Superintendent-President, will give a report on additional community input on the Educational Master Plan that was sought by the College, with the support of the Vallejo Trustees, and community leaders and stakeholders from the cities of Vallejo and Benicia.

Four separate meetings were held with the final meeting culminating into a strong recommendation for curricula and potential program focus for the Vallejo/Benicia Center.

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

**SUPERINTENDENT'S RECOMMENDATION:**

☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

Jowel C. Laguerre, Ph.D.  
Superintendent-President

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

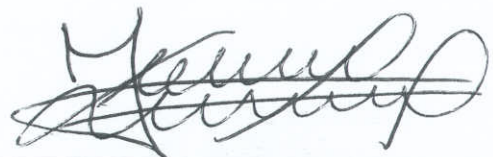
**ADDRESS**

707-864-7112

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

July 2, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 2, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**