

AGENDA ITEM 7.(b)
MEETING DATE March 5, 2014

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

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

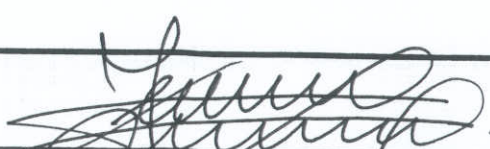
EMPLOYMENT 2013-2014

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Marielle S. Calara	Interim Executive Coordinator- HR	03/03/14 - Until Filled	\$27.31 /hr.

Bruce Petersen
Associate Vice President, Human Resources

February 21, 2014
Date Submitted


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

February 21, 2014
Date Approved

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PROPOSED REVISED JOB DESCRIPTION —
VICE PRESIDENT OF ACADEMIC AFFAIRS
(ADMINISTRATIVE LEADERSHIP GROUP)

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY

As a result of separation of duties for the Vice President of Academic Affairs, a revised job description was created. The Vice President of Academic Affairs will be placed on Range 53 of the 2013-14 ALG Salary Schedule.

Approval is requested at this time.

Government Code: 88001, 88009,
880013

Board Policy: 4720

Estimated Fiscal Impact: Unknown

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Bruce Petersen, Associate Vice President
Human Resources

PRESENTER'S NAME

360 Campus Lane, 201
Fairfield, CA 94534

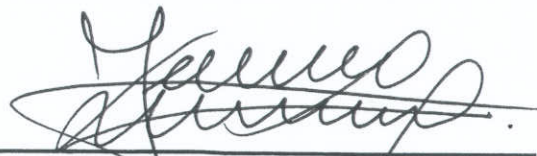
ADDRESS

707 864-7263

TELEPHONE NUMBER

Administration
ORGANIZATION

February 21, 2014
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

February 21, 2014
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT

CLASS SPECIFICATION

CLASS TITLE: VICE PRESIDENT OF ACADEMIC AFFAIRS

EMPLOYEE CLASSIFICATION: EDUCATIONAL ADMINISTRATOR

BASIC FUNCTION:

Under the direction of the Superintendent-President, the Vice President of Academic and Student Affairs ensures that all areas of responsibility are successfully serving students' educational goals and are consistent with the College mission. The Vice President provides dynamic and strategic leadership to assist the College in achieving its vision for excellence. The leader in this position is focused on the quality and integrity of all of the College's academic degree programs, assessing student learning outcomes, developing high quality faculty and providing excellent academic and student support services and serves as a member of the President's Cabinet.

Collaborating with the College Deans, the Vice President's specific areas of leadership include the following: academic services, admissions, **instructional enrollment management**, enrollment services, advising and counseling services, articulation and transfer services, career services, prior learning assessment services, student life and leadership, intercollegiate athletics, child care services, judicial affairs, developmental and educational services, library services, instructional technology, and distance learning. The Vice President serves as the liaison with secondary and other post-secondary educational institutions.

RESPONSIBILITIES:

REPRESENTATIVE DUTIES FOR AREAS OF INSTRUCTION:

- Implements accreditation recommendations and standards, provides managerial direction, including planning, goal setting, implementation, coordination, evaluation, and accountability for all areas of the academic program, contract education, workforce development, and Community Services.
- Works cooperatively with the Superintendent/President to coordinate mission, goals and objectives of the College as a whole. Participates in strategic and long-range educational planning for the District. Facilitates the educational master planning process.
- ~~Supervises~~ **Works with** the Curriculum and Scheduling Office assuring compliance with state guidelines and course standards for the College. Serves as an advisor on program and course development to academic administrators and faculty. Participates in the development of course/program approval process and proposals for course approval. Recommends curriculum changes required by legislative actions of the California Community Colleges Board of Governors and the local Governing Board.
- Coordinates the class scheduling for off-campus locations with the division Deans.
- Works cooperatively with Academic Affairs administrators and faculty to determine personnel needs; participates in hiring process for full-time faculty positions, serves as assistant to Superintendent/President to organize final selection process for faculty positions.
- Participates in the recruitment and selection and recommendation of candidates for positions which report directly to the Vice President.

Vice President of Academic Affairs – Continued:

- Supervises and evaluates all staff members who report directly to the Vice President of Academic Affairs.
- Recommends institutional policy and supervises preparation of appropriate policy statements and regulations.
- Prepares, submits and monitors the annual budget for areas of responsibility.
- Keeps abreast of issues and regulations in higher education, communicating information to administration, faculty and staff.
- Plans and implements professional development activities for Academic Affairs personnel.
- Prepares reports as required for state, federal and accreditation agencies *related to instruction* and serves as the District's accreditation liaison officer.
- Works with community groups, educational institutions and individuals concerning College programs and services.
- Represents the College as the Chief Instructional Officer at state meetings and conferences.
- ~~Works cooperatively with other managers to coordinate the Student Services Programs with the instructional and other related areas.~~
- ~~Has overall responsibility for the administration of Student Services program, course and program articulation, relations with colleges and district high schools, and matriculation and the student discipline and grievance process.~~
- ~~Directs Student Service planning, implementation and evaluation including annual program and budget reviews.~~
- Recommends institutional policy and supervises preparation of appropriate policy statements and regulations *related to instruction*.
- ~~Develops and recommends additions, changes and revisions to the curriculum of Student Services programs.~~
- ~~Directs planning and operation of Admissions and Records, Counseling, Guidance and Assessment, Financial Aid and Student Placement, Institutional Research (Matriculation), Student Affairs, Special Services and Veterans' Program.~~
- Compiles statistics and maintains adequate records for internal analysis, management planning and special reports for Student Services *instruction as* required by the College and external organizations.
- Serves as chairperson for the Academic Council and *as* the Articulation Officer.
- ~~Directs planning and operation of admissions and records, class registration processes and attendance accounting procedures.~~
- Works with managers to determine needs for new staff and makes recommendations for hiring to Superintendent/President.
- Plans and implements professional development activities for academic personnel.
- Prepares annual and special reports for areas of responsibility.
- Coordinates grants development and grants management in areas of responsibility.
- ~~Works with community groups, educational institutions and individuals concerning College programs and services.~~

GENERAL DUTIES AND EXPECTATIONS:

- Represent the College through public appearances and presentations, both internal and external, including attendance at regional and national professional education organizations.
- Supervise and evaluate the academic and student services deans *and appropriate personnel*.

Vice President of Academic Affairs – Continued:

- Provide creative and energetic leadership in strategic planning by supporting existing and new initiatives.
- Actively participate in California Community Colleges activities.
- ~~Serve as the Accreditation Liaison to Accrediting Commission for Community and Junior Colleges (ACCJC).~~
- Develop, **implement**, and maintain **standard guidelines** ~~an operational manual~~ for areas of responsibility.
- Overall, foster a sense of community within Academic and Student Affairs personnel to maximize student academic and personal achievement; to enhance retention, graduation and goal attainment.
- Carries out special projects as may be assigned.
- ***Performs other 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.

- ***One year of formal training, internship, or leadership experience reasonably related to the administrator's administrative assignment.***
- Master's degree required from a regionally accredited institution of higher education.
- ~~At least four years of~~ Experience at the dean level or above ***at a regionally accredited institution of higher education.***
- Teaching experience.
- ~~Experience with or an acute understanding of Student Services functions and how they support learning and student success.~~
- Demonstrated sensitivity to, and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.

Preferred Qualifications:

- Doctorate degree from a regionally accredited institution.
- Successful experience in higher education with a strong record of teaching excellence on the postsecondary level and demonstrated senior-level academic leadership experience with a record of increasing responsibility and success.
- ~~An understanding and appreciation of the roles of student services and student development.~~
- Comprehensive knowledge, and demonstrated understanding and experience of: academic program development, implementation and assessment; student support services; instructional technology; ~~library~~; budget planning, budget preparation, and fiscal management.
- Curriculum development/management experience.
- Capacity for working effectively within a collective bargaining environment.
- Appreciation of the values of cooperative decision-making.
- Understanding of commitment to and passion for the community college mission.
- Demonstrated understanding of trends, issues and challenges of a comprehensive community college.
- A record of community service or involvement.

Vice President of Academic Affairs – Continued:

- Excellent organizational, communication, customer service, decision-making, judgment, problem-solving and delegation skills.
- Experience in California Community Colleges (*but not required*).

KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to provide clear direction and visionary leadership.
- Ability to maintain and promote collegiality and participatory governance.
- Demonstrated record of creative strategic planning, creative problem solving, curriculum planning, and creative enrollment management strategies.
- Demonstrated knowledge of information technology systems and related applications.
- Demonstrated personal characteristics: integrity, open-mindedness, creativity, self-direction.
- Demonstrated excellent communication and human relation skills.
- Demonstrated ability to foster strong relations between academic and student support services.
- Demonstrated ability to develop and implement integration between academic and student support services.
- Demonstrated ability to work within complex, integrated Enterprise Resource Planning (ERP) systems.
- 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 for this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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.

Board approved: 12/16/09

Revised: 06/16/10

03/05/14

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PROPOSED REVISED JOB DESCRIPTION —
DIRECTOR OF RESEARCH AND PLANNING
(ADMINISTRATIVE LEADERSHIP GROUP)

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY

The proposed revised job description for Director of Research and Planning is a position that will meet accreditation recommendations to support increased involvement in research and planning. This job description was revised to meet this requirement.

The Director of Research and Planning position will be placed on Range 40 of the 2013-14 ALG Salary Schedule.

Approval is requested at this time.

Government Code: 88001, 88009,
880013

Board Policy: 4720

Estimated Fiscal Impact: Unknown

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Bruce Petersen, Associate Vice President
Human Resources

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

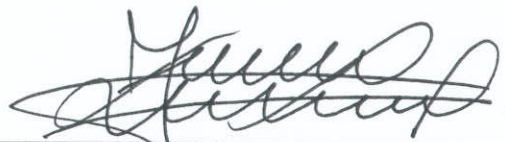
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707 864-7263

TELEPHONE NUMBER

Administration
ORGANIZATION

February 21, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

February 21, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
POSITION DESCRIPTION**

CLASS TITLE: DIRECTOR OF RESEARCH AND PLANNING (Classified Manager)

BASIC FUNCTION:

Under the direction of the Dean of Research, Planning and Institutional Effectiveness, perform duties related to development and management of a college research and planning processes; coordinates strategic planning and research efforts; ensures accurate compliance with internal program review processes; responsible for development and dissemination of planning information, enrollment trends. Provide assistance and counsel in the analysis and interpretation of academic and administrative data in support of decision making and policy formation; coordinate external environmental scanning. Provides management support to the College's ongoing institutional effectiveness program.

REPRESENTATIVE DUTIES:

Work closely with all administrative offices and College committees in determining research projects.

Actively manage the Colleges Program Review process. Monitor timelines and compliance, support the process with training and resources as required as well as communicate results and recommendations coming from Program Review

Act as technical consultant on Service Area Outcomes. Provide training to managers on developing sound outcomes for their service areas. Provide suggestions and support on developing success criteria, assessment methods and results interpretation.

Prepare, maintain and report on a variety of comprehensive statistical studies related to enrollment, matriculation, demographics, equity, student learning outcomes, course scheduling patterns and other mandated information; assure the timely processing and distribution of reports to State agencies and College administrators.

Liaise with webmaster to ensure reports are freely available and accessible by internal and external stakeholders.

Oversee validation of the accuracy of the College's Apportionment Attendance Reports (CCFS-320) to the Chancellor's Office.

Work with Dean of Research, Planning and Effectiveness to identify major college decision points and produce impartial analysis to support decision making.

Conceptualize, design and execute research projects by establishing framework, data elements and methodology and compile and analyze complex statistical data and report findings in narrative or graphic formats.

Develop, format, write and edit formal published reports, as required by the College and the State or other external agencies; prepare informal written reports and make oral presentations to the Board of Trustees, individuals and small groups, both on and off campus as appropriate.

Provide technical expertise to faculty and staff regarding research projects and methodology.

Maintain contacts with off-campus research sources and organizations.

May work on research projects in cooperation with other agencies and academic institutions and coordinate staff activities involved in participation in such projects.

Through continued study and participation in professional organizations, maintain current in the fields of organizational planning and post-secondary education, writing summaries, as appropriate, and advising staff and others regarding practical applications.

Coordinate and support a broad-based, comprehensive, collaborative program of District planning, which incorporates the outcomes of program review, accreditation, and other on-going evaluation programs.

Serve as a resource staff member for the District's Shared Governance Council, assisting this body in gathering data for, drafting, and publishing the District's annual report.

Serve as the Facilitator for the District's Planning Committees

Coordinate and maintain the District plans, incorporating program reviews, internal and external data scans, and needs assessments.

Identify primary institutional source data and external local, State and national demographic data to be used in research projects and reports.

Conceptualize and interpret complex data and develop clear, concise recommendations to effectuate improvement in programs, planning and strategic goals.

Evaluate progress toward achievement of adopted goals, recommending actions where appropriate.

Develop systematized methods for the gathering of data, including, student learning outcome assessment, workload measures, financial indicators and program review.

Assist in preparation and administration of the budget for the Office of Research and Planning; ensure expenditures are correctly recorded and account balances are sufficient to cover costs.

Assist in the evaluation, selection and implementation of new data analytic software

Hire, orient, train, assign, schedule, supervise and evaluate office staff, assuring that applicable regulations and policies are adhered to and applied correctly.

Maintain work unit standards for service efforts and other quality control measures and facilitate improvements in quality of staff efforts.

Assist in administration of the District's collective bargaining agreements, as appropriate.

Serve on appropriate committees and represent management, as requested.

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Affirmative Action/Equal Opportunity policy and practices that lead to increased understanding of, sensitivity to, and respect for diverse cultural groups, women, and the disabled.

Local and State planning and evaluation processes.

Outcomes assessment and program review processes

Research methodology and statistical analyses related to student performance, course scheduling and administrative functions.

Compilation, analysis and distribution of complex data.

Enrollment, admission and matriculation procedures and regulations.

Oral and written communication skills, including formal report and technical writing.

Personnel management practices and techniques of supervision.

Interpersonal skills, using tact, patience and courtesy.

Budget preparation and control techniques.

Correct English usage, grammar, spelling, punctuation and vocabulary.

Modern office practices, procedures and equipment, including database, spreadsheet, word processing, and statistical software.

ABILITY TO:

Manage and support complicated internal processes

Design and develop structured data-gathering and analysis systems, including survey questions.

Design and implement data-collection systems in support of institutional planning, both operational and strategic.

Prepare, format, edit and distribute narrative and statistical reports.

Develop special analytical studies related to matriculation components, curriculum, instructional programs, and college management.

Operate a computer and a variety of spreadsheet, database, reporting and word processing programs.

Communicate effectively, both orally and in writing.

Demonstrate an understanding and sensitivity to the diverse socio-economic, cultural and ethnic background of all employees, including the disabled.

Establish and maintain cooperative and effective working relationships with others.

Analyze situations accurately and adopt an effective course of action.

Work independently with little direction.

Plan and organize work.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: a master's degree, including or supplemented by course work in statistics, research methodology or closely related fields, and two years of experience in institutional or educational research and administration; community college experience desired.

RJS/zg

Board approved: 06/16/99

Revised: 08/12/13

03/05/14

REVISED

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

TO: Members of the Governing Board

**SUBJECT: PROPOSED REVISED JOB DESCRIPTION
EXECUTIVE COORDINATOR - HUMAN RESOURCES
(ADMINISTRATIVE LEADERSHIP GROUP)**

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY

The position of Executive Assistant - Human Resources is a position that has been filled by a substitute employee for the past several months. The job description has been revised and upgraded to the position of Executive Coordinator of Human Resources, which emphasizes more complex duties and additional responsibilities.

The Executive Coordinator of Human Resources position will be placed on Range 35 of the 2013-14 ALG Salary Schedule.

Approval is requested at this time.

*Government Code: 88001, 88009,
880013*

Board Policy: 4720

Estimated Fiscal Impact: Unknown

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Bruce Petersen, Associate Vice President
Human Resources

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

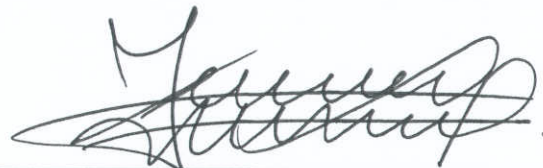
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February 21, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

February 21, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT POSITION DESCRIPTION

CLASS TITLE: Executive Coordinator – Human Resources (Confidential)

BASIC FUNCTION:

Under the direction of the Associate Vice President of Human Resources, perform a wide variety of complex duties related to managing the District's human resources, personnel and labor relations functions; process administrative matters not requiring the immediate attention of the Associate Vice President of Human Resources and/or the Human Resources Manager.

SPECIFIC DUTIES AND RESPONSIBILITIES:

- Perform secretarial and administrative support duties to relieve the administrator of clerical and technical detail; perform multiple projects concurrently and meet fluctuating deadlines.
- Train and provide work direction to student workers and temporary personnel as assigned; order office supplies and assure proper operation of office equipment.
- Format, type, proofread and distribute correspondence, reports, lists, summaries and other items to appropriate District offices, State agencies and other organizations.
- Prepare Human Resources Agenda items when required for upcoming Governing Board meetings within required timelines.
- Serve as a member of the District's negotiating teams; provide administrative support to the District's negotiating teams during the collective bargaining process; attend meetings, take and transcribe minutes and maintain official records of proceedings.
- Research, develop, type, duplicate and distribute materials related to collective bargaining and labor relations; assure confidentiality of information and materials as appropriate.
- Compile camera-ready materials for collective bargaining contracts; coordinate and oversee the printing and distribution of collective bargaining contracts.
- Explain personnel policies, procedures, rules and regulations.
- Schedules and follows-up on physical and psychological examinations and background investigations for employees as needed.
- Assist in the coordination and implementation of the classified reclassification process and procedure.

- Assist in the coordination of Strategic Planning for the College in relation to Institutional Diversity.
- Maintains the District's classified substitute list; processes short-term, substitute and student worker payroll memos in accordance with established procedures and timelines.
- Assists in processing ADA requests, collective bargaining, grievances and unlawful discrimination complaints.
- Collect, compile, and monitor collective bargaining information as it relates to the State Mandate Report.
- Maintain budget and financial records for the Human Resources Department and Staff Diversity Office; monitor expenditures to assure items are properly charged to correct accounts; recommend budget transfers as needed to the Associate Vice President of Human Resources.
- Maintain a working understanding of HRIS
- Prepare, format and update as required various job descriptions.
- Establish and maintain positive staff and public relations; receive telephone calls and greet office visitors; provide detailed information requiring judgment and knowledge of pertinent programs and functions.

Secondary Functions:

Performs related duties as assigned.

MINIMUM QUALIFICATIONS:

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

EDUCATION AND EXPERIENCE:

Completion of an Associate Degree or the equivalent of six years of complex administrative office work, including two years as a confidential assistant to an executive administrator. Experience in a community college environment is desirable. Secretarial/administrative assistant experience may be substituted on a year-for-year basis for the two years of college. Bachelor's Degree is desirable but not required.

LANGUAGE SKILLS:

Ability to read, interpret, apply, and explain District Policies and Procedures as well as regulations.

Ability to analyze situations carefully and adopt effective courses of action.

Ability to communicate clearly and concisely, both orally and in writing.

Ability to compile information and compose reports, correspondence, and procedure manuals using correct English, grammar, spelling, punctuation, and vocabulary.

Ability to review, edit, and proofread written documents for completeness and accuracy.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

REASONING ABILITY:

Possesses ability to solve practical problems and deal with a variety of situations.

Demonstrates ability to interpret instructions from a written, oral, diagram, or schedule format.

OTHER SKILLS AND ABILITIES:

Exhibits knowledge of principles and practices of supervision and training.

Operates an electronic keyboard accurately 70 words per minute.

Records and transcribes information accurately.

Demonstrates efficient and effective communication techniques and etiquette as well as a sensitivity to relate to persons with diverse, socioeconomic, cultural, and ethnic backgrounds, including persons with disabilities.

Works independently, with speed and accuracy, on a variety of complex projects and detailed tasks.

Implements good judgment in recognizing the scope of authority.

Establishes and maintains cooperative and effective working relationships with others using tact, patience, and courtesy.

Demonstrates knowledge of modern office practices, record keeping techniques, procedures, research methods, and equipment.

Manages office operations, meeting demanding schedules and multiple timelines.

Operates computer terminal, typewriter, copier, calculator, and facsimile machine.

Performs advanced-level word processing and spreadsheet functions using Word, PowerPoint, and Excel, and maintains data base documents.

Prepares and analyzes data such as charts and graphs.

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 sit for long periods of time, 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 papers, speak clearly and distinctly to answer telephones and provide information, and hear and understand voices over the telephone and in person. Employees in this classification are occasionally required to attend meetings and pick up or deliver materials at other campus locations.

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 are representative of those an employee encounters while performing the essential functions of this position. 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 an office environment. While performing the duties of this classification, the employee regularly is subjected to frequent interruptions and exposed to the risks of computer-generated video radiation. The work environment is moderately noisy.

BOARD APPROVAL: 03/05/14

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

TO: Members of the Governing Board

**SUBJECT: SOLANO TRANSPORTATION AUTHORITY AGREEMENT
FOR STUDENT BUS VOUCHER PROGRAM BETWEEN
SOLANO TRANSPORTATION AUTHORITY AND
SOLANO COMMUNITY COLLEGE**

REQUESTED ACTION: APPROVAL

SUMMARY:

Solano Community College was awarded \$40,000 in Transportation Funds for Clean Air by the Solano Transportation Authority in order to provide bus vouchers to 75 SCC students traveling to one or more of our three campus centers. This will reduce on average 150 one-way trips per day for 175 days per academic year. The average trip length for students, according to a 2012 Transportation survey, is 16 miles one-way.

SCC expects to reduce 420,000 miles in car travel in the first project year, for a total of 26,250 trips, with a total project cost effectiveness of \$69,906. Students participating in the program would pay a transportation fee to the College of \$7 (full-time) or \$5 (part-time). Hours of operation would reflect those of the three local transportation providers: SolTrans in Vallejo, FAST in Fairfield-Suisun, and City Coach in Vacaville.

The program will distribute 15 monthly bus passes each in Vallejo and Vacaville and 45 monthly bus passes in Fairfield, which is in proportion to the number of students from these communities attending SCC. For this pilot project, SCC is purchasing local city passes to encourage students to attend the SCC campus/center in their home community.

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

SUPERINTENDENT'S RECOMMENDATION:

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

Cynthia K. Garcia, Grants & Resource
Development Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

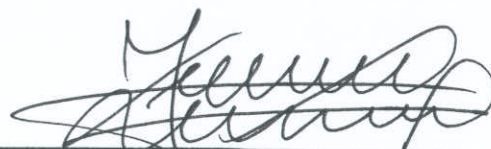
ADDRESS

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Administration
ORGANIZATION

February 21, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

February 21, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

FUNDING AGREEMENT
Between The
SOLANO TRANSPORTATION AUTHORITY
And
SOLANO COMMUNITY COLLEGE
FOR STUDENT BUS VOUCHER PROGRAM

This Funding Agreement ("Agreement") is made on _____ between the Solano Transportation Authority, a joint powers authority organized under Government Code section 6500 et seq. consisting of the County of Solano and the Cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun, Vacaville and Vallejo ("STA"), and the Solano Community College, a California Community College ("SCC"), each individually referred to as a party ("Party") and collectively as the parties (the "Parties").

RECITALS

WHEREAS, the Bay Area Air Quality Management District ("BAAQMD") Transportation Fund for Clean Air ("TFCA") are administered by each Bay Area Congestion Management Agency ("CMA"); and

WHEREAS, the Solano Transportation Authority, as the CMA for Solano County, administers TFCA for the County; and

WHEREAS, the SCC Student Bus Voucher Program is a pilot project to incentivize transit usage to and from each of SCC's three college campuses which is eligible for TFCA funds; and

WHEREAS, STA desires to fund the activities in accordance with the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties agree as follows:

A. Project and Funding Identification:

1. SCC shall perform those services as set forth in the STA Staff Report dated August 14, 2013, approved by the STA Board on September 11, 2013, and the Project Information Form, all of which are attached and incorporated by this reference as Exhibit A.

2. The maximum funding amount allocated for these activities is \$40,000.

B. SCC Agree:

1. To be bound and abide by any and all applicable provisions of the Funding Agreement between STA and the Bay Area Air Quality Management District (BAAQMD) for Fiscal Year 2013-14 which is attached as Exhibit B and incorporated by this reference as if fully set forth in this Agreement.

2. To cooperate with STA and do all such things, provide all such documentation and take all such actions as shall be reasonably requested by STA, to facilitate SCC' and STA's compliance with the Funding Agreement.
3. To submit invoices to STA at least on a quarterly basis.

C. STA Agrees:

Upon submission of an invoice by SCC, and upon approval of the STA's representative, pay SCC monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for in this Agreement.

D. Mutual Responsibilities:

1. Term: This Agreement shall remain in effect through January 31, 2016, unless it is terminated earlier as provided below.
2. Termination: STA's obligation under this Agreement is subject to the availability of authorized funds. STA may terminate the Agreement, or any part of the work, without prejudice for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or any subsequent Amendment, the STA may, upon written Notice to SCC, terminate this Agreement in whole or in part. STA shall provide written notice of termination, pursuant to this clause, to SCC at least sixty (60) days prior to the effective date of termination
3. Indemnity: SCC shall indemnify, defend with counsel approved by STA, and hold harmless, STA and its member jurisdictions, and their respective officials, officers, directors, employees, agents, and volunteers, from and against any and all claims, suits, actions, causes of action, loss, damages, expense and costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with performance of work hereunder, including, but not limited to, performance of work on the Project, or SCC failure to comply with any of its obligations or performance of services contained in this Agreement, except such losses or damages which are caused by the sole negligence or willful misconduct of STA.
4. Insurance:
 - a. SCC will maintain status as legally self-insured public entities for general, auto and professional liability insurance coverage with limits of no less than \$1,000,000 per occurrence and no less than twenty-five million dollars (\$25,000,000) aggregate. Each Party's insurance will be considered primary for all claims arising out of acts of that Party. Each Party agrees to endorse the other Party, its officials, employees and agents, using standard ISO endorsement No. CG2010 or its equivalent for general liability coverage.
 - b. Each Party will maintain Workers' Compensation as required by law for all its employees. Neither Party's insurance shall be called upon to satisfy any claim for workers' compensation filed by an employee of the other Party. Each Party will provide the other with a Waiver of Subrogation endorsement for Workers Compensation. Each Party also agrees to require all consultants, contractors and subcontractors engaged to work on this Project to carry the same Workers Compensation insurance limits and endorsements.

5. Notice: All notices and other communications required or permitted to be given under this Sub-Agreement shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

TO STA:

Daryl K. Halls, Executive Director
Solano Transportation Authority
One Harbor Center, Suite 130
Suisun City, CA 94585
Attn: Robert Guerrero, Project Manager

TO SCC:

Solano Community College
Cynthia K. Garcia
Grants and Resources Development Manager
360 Campus Lane, 2nd Floor Room 4
Fairfield, CA 94534

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days following the date of deposit with the United States Postal Service.

6. Assignability: Neither party to this Agreement shall assign or transfer any interest in this Agreement nor the performance of any duties or obligations hereunder, without the prior written consent of the other party, and any attempt by either party to so assign or transfer this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

7. Governing Law: the Parties agree that the law governing this Agreement shall be that of the State of California.

8. Venue: In the event that suit shall be brought by either party, the parties agree that venue shall be exclusively vested in the state courts of the County of Solano, or where otherwise appropriate, exclusively in the United States District Court, Eastern District of California, Sacramento, California.

9. Interpretation: Each party has reviewed this Agreement and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This Agreement shall be construed as if both parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Agreement.

10. Force Majeure: Neither the STA nor the SCC shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or for any interruption of services, directly or indirectly, from acts of god, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of the STA or SCC.

11. Controlling Provisions: In the event of a conflict between the provisions of this Agreement and those of the BAAQMD Agreement, the terms and conditions of this Agreement shall be controlling as to the parties to this Agreement.

12. Access to Records and Retention: All Parties, acting through their duly authorized representative, as well as any federal or state grantor agency providing all or part of the funding associated with this Agreement, the State Controller, the Comptroller General of the United States, and the duly authorized representatives of any of the Parties, shall have access to any books, documents, papers and records of any Party which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, the Parties shall maintain all required records for three years after final payment for any work associated with this Agreement, or after all pending matters are closed, whichever is later.

13. Prior Agreements and Amendments: This Agreement, including Exhibit A, represent the entire agreement of the parties with respect to the subject matter described in this Agreement, and no representation, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth in this Agreement. This Agreement may only be modified by a written amendment duly executed by the parties.

The parties have executed this Agreement on the day and year first written above.

"STA"

"SCC"

Solano Transportation Authority

Solano Community College

By _____
Daryl K. Halls
STA Executive Director

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

APPROVED AS TO FORM:

By: _____
STA Legal Counsel

EXHIBIT A

Agenda Item 9.H
September 11, 2013



DATE: August 14, 2013
TO: STA Board
FROM: Sara Woo, Associate Planner
RE: Fiscal Year (FY) 2013-14 Transportation Fund for Clean Air (TFCA) 40% Program Manager Funds

Background:

The Bay Area Air Quality Management District (BAAQMD) Transportation Fund for Clean Air (TFCA) 40% Program Manager Funds are administered by each Bay Area county Congestion Management Agency (CMA). The Solano Transportation Authority (STA) is the CMA for Solano County and therefore administers the program for Solano County. Eligible TFCA projects are those that reduce air pollution from motor vehicles. Examples include clean air vehicle infrastructure, clean air vehicles, shuttle bus services, bicycle projects, and alternative modes promotional/educational projects.

Funding for the TFCA program is provided by a \$4 vehicle registration fee, with 60% of the funds generated applied toward the TFCA Regional Program and the remainder toward the county 40% Program Manager Program. The BAAQMD, in coordination with the CMA's, establishes TFCA policies for both programs annually. The estimated amount available for FY 2013-14 is \$288,981.

The cities of Benicia, Fairfield, Suisun City, Vallejo, and southwestern portions of Solano County located in the Bay Area Air Basin are eligible to apply for these funds. The Yolo Solano Air Quality Management District provides similar funding (i.e. Clean Air Program Funds) for the remaining cities and the County unincorporated area within the Yolo-Solano Air Basin.

Discussion:

On March 13, 2013, the STA Board approved \$220,000 for the Solano Napa Commuter Information (SNCI) Solano Commute Alternatives Outreach Program and Incentive Activities. The STA Board issued a call for projects for the remaining balance of \$68,981. Since then, STA staff has received three separate funding requests for the following projects:

1. Solano Community College Student Bus Voucher Program (\$42,000)
2. Safe Routes to School (SR2S) High School Trip Reduction Pilot (\$24,981)
3. Suisun City Electric Charging Station (\$2,000)

The Solano Community College Student Bus Voucher Program is a pilot project to incentivize transit usage to and from each of the three college campuses. The College

staff indicated that the goal for this program is to track the success of the program to assist in establishing a permanent program funded with student fees. The SR2S High School Trip Reduction program is also a pilot program that would provide incentives targeting teen high school drivers. The goal would be to incentivize transit services and walking and biking for these students.

Suisun City's Electric Charging Station is a valuable addition to Solano County's charging station network. The new charging station would be immediately adjacent to where the existing charger is located which is currently oversubscribed.

Further details on each of the three proposed projects are provided as Attachment A.

The BAAQMD staff reviewed all three projects and concluded that they all met the TFCA cost effectiveness eligibility requirements and qualify as clean air projects or programs. STA staff is recommending approval for all three requests.

The STA TAC met on August 28, 2013 and unanimously approved the recommendation to the STA Board.

Fiscal Impact:

None to the STA General Fund. Funding recommended for each project and program is provided by the BAAQMD TFCA 40% Program Manager Funds. A total of \$288,981 is available for FY 2013-14, with \$220,000 previously approved for SNCI's Solano Commute Alternatives Outreach Program and Incentive Activities. The recommended projects will use the remaining balance of TFCA funding.

Recommendation:

Approve the following projects and amounts for the FY 2013-14 Solano TFCA Program Manager Funds:

1. Solano Community College Student Bus Voucher Program (\$42,000);
2. Safe Routes to School (SR2S) High School Trip Reduction Pilot Program (\$24,981); and
3. Suisun City Electric Charging Station (\$2,000).

Attachment:

- A. Project Information Sheets for the Solano Community College Student Bus Voucher Program, SR2S High School Trip Reduction Pilot, and Suisun City Electric Charging Station.

**Transportation Fund for Clean Air (TFCA)
County Program Manager Funds
Project Information Form**

- A. Project Number: 14SOL02
- B. Project Title: Solano Community College Student Bus Voucher Program
Provide a concise, descriptive title for the project (e.g., "Elm Ave. Signal Interconnect" or "Purchase Ten Gasoline-Electric Hybrid Light-Duty Vehicles").
- C. TFCA County Program Manager Funds Allocated: \$ 40,000
- D. TFCA Regional Funds Awarded (if applicable): \$ 0
- E. Total TFCA Funds Allocated (sum of C and D): \$ 40,000
- F. Total Project Cost: \$ 40,000

G. Project Description:

Include information sufficient to evaluate the eligibility and cost-effectiveness of the project. Ex. of the information needed includes but is not limited to: what will be accomplished by whom, how many pieces of equipment are involved, how frequently it is used, the location, the length of roadway segments, the size of target population, etc. Background information should be brief. For shuttle/feeder bus projects, indicate the hours of operation, frequency of service, and rail station and employment areas served. Include a map of the project area.

Solano Community College (SCC) is seeking bus vouchers in the areas of Vallejo, Fairfield and Vacaville for 75 college students traveling to one or more of our three campus centers. This will reduce on average 150 one-way trips per day for 175 days per academic/calendar year. The average trip length for students, according to a 2012 Transportation Survey, is 16 miles one-way.

Many SCC students are dropped off by a family member or friend so that they can attend classes. One such student accounts for four one-way trips each day. We plan to target these students with this program, thus reducing on average 64 miles of travel per day.

We expect to reduce 420,000 miles of car travel in the first project year, for a total of 26,250 trips, with a total project cost effectiveness of \$69,906.

To participate in the program, students would pay a transportation fee to the College of \$7 (full-time student with 12 units or more) and \$5 (part-time student with 11 to six units). The College will use this fee to modify our existing student identification cards or pay for a staff person to manage the dispersal of bus vouchers, or both. No special equipment is needed.

Hours of operation will reflect those of the three local transit providers, SolTrans in Vallejo, FAST in Fairfield-Suisun, and City Coach in Vacaville, which all serve SCC centers. Classes at SCC start as early as 7 a.m. and end as late as 10 p.m. It is our hope that with increased bus ridership, bus service can in the future be extended later in the evening as Fairfield, Suisun and

Vacaville bus-riding students cannot take any evening courses at this time because their bus services end before 7 p.m.

We plan to distribute 15 monthly bus passes each in Vallejo and Vacaville (total of 30) and 45 monthly bus passes in Fairfield. These numbers are proportional to the number of students from these communities attending SCC. For this pilot project, we are buying local city passes to encourage students to attend the SCC campus or center in their home community.

H. Final Report Content and Cost Effectiveness Calculation Due:

Estimated Date January 31, 2016

I. Attach a completed Cost-effectiveness Worksheet and any other information used to evaluate the proposed project.

J. Comments (if any):

Add any relevant clarifying information in this section.

EXHIBIT B
ORIGINAL

FUNDING AGREEMENT
BETWEEN
THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT
AND
SOLANO TRANSPORTATION AUTHORITY
14-SOL

This Funding Agreement (Agreement) is entered into between the Solano Transportation Authority, hereinafter referred to as "County Program Manager," and the Bay Area Air Quality Management District, hereinafter referred to as "Air District," hereinafter referred to jointly as "Parties." This Agreement includes Attachment A, which specifies the funding allocated under this Agreement, and Attachment B, which pertains to insurance requirements.

SECTION I

RECITALS:

- 1) The Air District is authorized under California Health and Safety (Health & Safety) Code Sections 44223 and 44225 to levy a fee on motor vehicles registered within its jurisdiction ("Motor Vehicle Fees"), a portion of which the Air District receives and dedicates to its Transportation Fund for Clean Air (TFCA) program.
- 2) TFCA program monies may be allocated for projects to reduce air pollution from motor vehicles and to implement transportation control measures included in the plan adopted pursuant to Health and Safety Code Sections 40233, 40717, and 40919.
- 3) In accordance with Health and Safety Code Section 44241(d), the Air District allocates not less than forty (40) percent of the TFCA monies received to implement the TFCA County Program Manager program ("Program").
- 4) The Air District has been notified, in a communication dated August 17, 1992, that the County Program Manager is the duly authorized recipient of the proportionate share of Program monies for Solano County, and has been so designated by resolution(s) adopted by the Solano County Board of Supervisors and by the city councils of a majority of the cities representing a majority of the population in the incorporated area of the county. The terms and conditions for the expenditure of the County's Program monies by the County Program Manager are set forth in the resolution(s).
- 5) On November 7, 2012, the Air District Board of Directors ("Board of Directors") approved the TFCA County Program Manager Fund Policies for Fiscal Year Ending 2014 ("Policies"). The Policies set forth requirements, including eligibility and cost-effectiveness requirements, for projects funded by TFCA funds in fiscal year ending (FYE) 2014. The Policies are incorporated as Appendix D and made a part of the "County Program Manager Fund Expenditure Plan Guidance for Fiscal Year Ending 2014, December 7, 2012" ("Guidance"), and are incorporated herein and made a part hereof by this reference as if fully set forth herein.
- 6) On or about March 4, 2013, the County Program Manager submitted an Expenditure Plan Application to the Air District for its Solano County TFCA Program ("Solano County TFCA Program"), which specified interest income earned by the County Program Manager and

TFCA funds from previously funded TFCA projects available for reprogramming to other eligible TFCA projects.

- 7) On May 1, 2013, the Board of Directors approved an estimated allocation of FYE 2014 TFCA Program monies of \$296,670 for Solano County. On this same date, the Board of Directors approved an estimated total funding level for FYE 2014 for Solano County to be administered by the County Program Manager (FYE 2014 TFCA funds), plus interest reported by the County Program Manager and any reprogramming of previous TFCA monies remaining from projects from previous fiscal years, of \$304,158.23, which is covered under this Agreement ("TFCA Funds").
- 8) The Air District and the County Program Manager, pursuant to Health and Safety Code Section 44241, hereby enter into this funding agreement to implement the Program within Solano County; to select and fund projects that improve air quality in the San Francisco Bay Area Air Basin and comply with the Policies; and to oversee such funded projects to assure that they meet, and are implemented in accordance with, the Policies and the terms of this funding agreement ("Agreement"). This Agreement covers the funding allocation set forth in Paragraph 7 above.

SECTION II

COUNTY PROGRAM MANAGER AGREES:

- 1) To implement the FYE 2014 Program within Solano County in accordance with this Agreement and the Policies.
- 2) To select and fund projects that improve air quality in the San Francisco Bay Area Air Basin and that comply with the Policies and the terms of this Agreement ("Program Projects"). Recipients of TFCA Funds may include the County Program Manager, which undertakes its own County projects, and other entities ("Sub-awardees"). The County Program Manager shall designate the Program Projects as FYE 2014 Program Projects for administrative purposes.
- 3) Except in the case where the County Program Manager is the Sub-awardee, to enter into a binding agreement with each Sub-awardee that sets forth the maximum amount of TFCA Funds awarded for each Program Project, and requires each Sub-awardee to comply with the terms of this Agreement and the Policies and to implement the Program Projects as approved by the County Program Manager. The County Program Manager shall maintain copies of the County Program Manager's written agreements with Sub-awardees and any amendments thereto with Sub-awardees to carry out the Program Projects.
- 4) To encumber and expend all TFCA Funds within two (2) years of receipt of the first payment of the TFCA funds. The County Program Manager may extend this time limit to the last day of the Term of this Agreement if, consistent with the Policies:
 - a) The County Program Manager approves an application to extend the time to implement a particular Program Project, which extended deadline will be later than two (2) years from the date the County Program Manager receives the first payment of TFCA funds, or

- b) The County Program Manager finds, based on the Sub-awardee's application that despite significant progress on the particular Program Project, the Sub-awardee requires additional time to implement the Program Project.
- 5) To return to the Air District any TFCA Funds and associated interest unexpended as per Section II, Paragraph 4 unless either:
 - a) The County Program Manager has approved an extension for a Sub-awardee to implement its Program Project(s) as per Section II, Paragraph 4, or
 - b) The Air District and the County Program Manager have amended this Agreement to provide for further extensions of time to expend such funds.
- 6) To maintain, at all times during the term of this Agreement, a separate account or sub-ledger for all TFCA Funds and to withdraw funds from this separate account only for the reimbursement of costs to implement Program Projects. Failure to comply with this paragraph shall constitute grounds for termination pursuant to Section IV, Paragraph 2 below.
- 7) To maintain, or cause to be maintained, adequate records to document and demonstrate to Air District staff and auditors the receipt, interest accrual, and expenditures of Air District funds to implement the Program.
- 8) To track and report to the Air District all interest accrued from TFCA Funds.
 - a) The County Program Manager shall not use interest from TFCA Funds for administrative purposes.
 - b) The County Program Manager's distribution of any interest funds shall be at the discretion of the County Program Manager, after consultation with the Air District and shall be in accordance with the Policies and applicable State law.
- 9) To track and report to the Air District any TFCA Funds and associated interest unencumbered at the time of completion or termination of a Program Project. The distribution of any such funds and associated interest shall be at the discretion of the County Program Manager, after consultation with the Air District.
- 10) To limit administrative costs to conduct the Program to no more than five percent (5%) of the FYE 2014 TFCA monies received by the County Program Manager.
- 11) To allow, and to require the Sub-awardees to allow, the Air District's staff, its authorized representatives, and its independent auditors, during the term of this Agreement and for three (3) years following completion of each Program Project, to conduct performance and financial audits of the County's Program and Program Projects and to inspect the Program Projects. During audits, the County Program Manager will make available to the Air District in a timely manner all records relating to the County Program Manager's implementation of the Program and of Sub-awardees' expenses and performance of their Program Projects. During inspections, the County Program Manager will provide, at the request of the Air District, access to inspect a Sub-awardee's Program Projects and related records.
- 12) To keep, and to require Sub-awardees to keep, all financial and Program Project implementation records necessary to demonstrate compliance with this Agreement and the Program. Such records include the reports and those records required to comply with Section II, Paragraphs 8, 9, 10, 11, 12, 15, and 21. Such records shall include documentation that

demonstrates significant progress made for those Program Projects seeking extensions to the completion date. The County Program Manager shall keep such documents in a central location for a period of five (5) years following completion of the projects and shall require each Sub-awardee to keep its necessary records at a central Sub-awardee location.

- 13) To maintain, and to require that each Sub-awardee maintain, employee time sheets documenting those hourly labor costs incurred in the implementation of this Agreement, including both administrative and Program Project implementation costs, or to establish an alternative method to document staff costs charged to the funded project.
- 14) To distribute TFCA Funds allocated to a Sub-awardee only as reimbursement for documented Program Project costs that are eligible and approvable under the Policies.
- 15) To prepare and submit reports to the Air District as follows:
 - a) Semi-annual Funding Status Report: Beginning May 31, 2014, the County Program Manager shall submit a report on May 31 and October 31 of each year until all Program Projects are completed that specifies a) the Program Projects that have been cancelled, completed, and completed at a cost less than the allocation during the previous six-month period and if completed at a lesser cost, the amount of associated unexpended funds; and b) the Program Projects for which the County Program Manager has extended any deadlines and, for those projects, the revised completion date and documentation of the County Program Manager's certification that, pursuant to Health and Safety Code Section 44242(d), the Sub-awardee had made significant progress.
 - b) Final Reports: Beginning May 31, 2014, the County Program Manager shall submit each May 31 and October 31, until all Program Projects are completed, a Final Report for each completed Program Project, which itemizes (a) the expenditure of the TFCA Funds, and (b) the results of the monitoring of the performance of each Program Project on Air District-approved report forms.
 - c) Interim Project Reports: Beginning October 31, 2014, the County Program Manager shall submit each October 31 an Interim Project Report for each Program Project that has not been completed and which itemizes (a) the expenditure of the TFCA Funds, and (b) the status of each Program Project's implementation on Air District-approved report forms.
 - d) If the due date for a report specified above falls on a weekend or on a State holiday, then that report is due on the following business day.
- 16) To acknowledge, and to require all Sub-awardees to acknowledge, the Air District as a Program Project's funding source during the implementation of a Program Project and to use the Air District's approved logo as specified below:
 - a) The logo shall be used on signs posted at the site of any Program Project construction.
 - b) The logo shall be displayed on any vehicles or equipment operated or obtained as part of a Program Project.
 - c) The logo shall be used on any public information material relating to a Program Project, such as websites and printed materials, including transit schedules, brochures, handbooks, maps and other promotional materials.

- d) The County Program Manager shall retain documentation, such as photographs of vehicles and copies of press releases, demonstrating that Air District logos are used and displayed as required.
- 17) To assure that all TFCA Funds received under this Agreement are expended only in accordance with all applicable provisions of law for projects that are implemented directly by the County Program Manager, and to require Sub-awardees to expend the funds only in accordance with all applicable provisions of law.
- 18) To return, and to require that Sub-awardees return, to the County Program Manager all TFCA Funds that are not expended in accordance with applicable provisions of law.
- 19) To return funds to the Air District, and require that Sub-awardees return their funds to the County Program Manager if a project is not maintained and/or operated throughout and until the conclusion of the Project Years of Effectiveness. The Project Years of Effectiveness is the default value stated in Appendix H of the Guidance for the applicable project type, unless a different value was approved and shown to yield a Project meeting the cost-effectiveness requirement in the Policies by the County Program Manager. The amount of funds returned to the County Program Manager shall be calculated on a prorated basis. Any such funds returned to the County Program Manager shall be reallocated to eligible TFCA Program Projects.
- 20) To obtain and maintain, and to require that each Sub-awardee obtain and maintain, throughout the Term of this Agreement, the insurance coverage specified in "Insurance Requirements," Attachment B, and to comply with all insurance requirements set forth therein, including the provision of documentation of said insurance coverage. Failure to obtain and maintain the insurance coverage and to comply with all insurance requirements is a breach of this Agreement.
- 21) To the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (California Government Code section 6250 *et seq.*), to make available to the public and to require that Sub-awardees make available to the public any software, written documents, or other products developed with TFCA Funds.

SECTION III

AIR DISTRICT AGREES:

- 1) To pay the FYE 2014 TFCA monies, the amount of which is estimated on Attachment A, Summary Information, Line 1 and calculated as set forth in Section III, Paragraphs 1a and 1b below, for Program Projects that are consistent with the Policies and this Agreement, in two payments. Payments shall be made after this Agreement has been signed by both the County Program Manager and the Air District. Notwithstanding the above, the Air District is only obligated to pay that portion of the FYE 2014 TFCA monies that that constitutes that portion of the fees subvended by the California Department of Motor Vehicles ("DMV") for calendar year 2013 to the Air District for its allocation to the County Program Manager from the Program funds. To the extent the estimated FYE 2014 TFCA monies exceed the Motor Vehicle Fees that are received by the Air District and are available to the County Program Manager, the County Program Manager understands and agrees that the Air District will not

pay the difference between the Motor Vehicle Fees available and the estimated FYE 2014 TFCA monies.

- a) To endeavor to forward the first payment within thirty (30) business days of the Air District receiving from the DMV all the revenues that comprise the payment. The first payment shall represent the County's proportionate share of the Program revenues generated from registration fees paid for motor vehicles that registered in Solano County between January 1, 2013, and June 30, 2013, less Air District's administrative and audit costs.
 - b) To endeavor to forward the second payment within thirty (30) business days of the Air District receiving from the DMV all the revenues that comprise the payment. The second payment shall represent the County's proportionate share of the Program revenues generated from registration fees paid for motor vehicles that registered in Solano County between July 1, 2013, and December 31, 2013, less Air District's administrative and audit costs.
- 2) To provide timely notice prior to conducting an audit.
 - 3) To provide the County Program Manager, and any other requesting party, a copy of the fiscal and performance audits conducted pursuant to Section 44242 of the Health and Safety Code.
 - 4) To provide the County Program Manager with all Air District-approved County Program Manager reporting forms required for the County Program Manager to submit pursuant to this Agreement, including the reports required pursuant to Section II, Paragraph 15 above.
 - 5) To provide a copy of the Air District logo to the County Program Manager solely for use to fulfill the obligation under Section II.16 of this Agreement.

SECTION IV

IT IS MUTUALLY AGREED:

- 1) Term: The term of this Agreement shall be from the Effective Date of this Agreement until the end of the fourth year from the date of Air District Board of Directors approval of the funding allocation (May 1, 2017) ("Term"), unless it is terminated or amended as provided for in Paragraphs 2 and 8 of this Section or elsewhere in this Agreement.

If the County Program Manager seeks to extend the Term in order to provide a Sub-awardee additional time to complete its Program Project(s) beyond the two-year extension already provided by the County Program Manager, the County Program Manager shall submit that request to the Air District no later than 60 days prior to the end of the Term.

- 2) Termination: Either Party may terminate this Agreement at any time by giving written notice of termination to the other Party which shall specify the effective date thereof. Notice of termination under this paragraph shall be given at least ninety (90) days before the effective date of such termination, unless the parties mutually agree to an earlier termination date. This Agreement shall also terminate at the end of the fiscal year during which the Solano Transportation Authority loses its designation as County Program Manager for Solano County.

- 3) **Indemnity:** The County Program Manager shall indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance by the County Program Manager of its duties under this Agreement and shall require Sub-awardees to indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of their performance of the project or operation or use of the equipment that is subject to this Agreement.
- 4) **Notices:** Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service mail, or by certified mail (return receipt requested), to the addresses set forth below, or to such addresses which may be specified in writing to the Parties hereto.

Executive Director
Solano Transportation Authority
One Harbor Center, Ste. 130
Suisun City, CA 94585

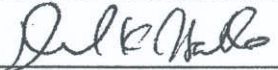
Air Pollution Control Officer
Bay Area Air Quality Management District
939 Ellis Street
San Francisco, CA 94109

- 5) **Program Liaison:** Within thirty (30) days from the Effective Date of this Agreement, the County Program Manager shall notify the Air District of the County Program Manager's Program Liaison and of the Liaison's address, telephone number, and email address. The Program Liaison shall be the liaison to the Air District pertaining to implementation of this Agreement and shall be the contact for information about the Program and Program Projects. The County Program Manager shall notify the Air District of the change of Program Liaison or of the Liaison's contact information in writing no later than thirty (30) days from the date of any change.
- 6) **Additional Provisions and Additional Acts and Documents:** Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents that are reasonably required to carry out the provisions, intent and purpose of this Agreement. All attachments to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
- 7) **Integration:** This Agreement, including all attachments hereto, represents the final, complete, and exclusive statement of the agreement between the Air District and the County Program Manager related to the Parties' rights and obligations and subject matter described in this Agreement, and supersedes all prior and other contemporaneous understandings and agreements of the parties. No Party has been induced to enter into this Agreement by, nor is any Party relying upon, any representation or warranty outside those expressly set forth herein.
- 8) **Amendment:** This Agreement may not be modified except in writing, signed by both Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

- 9) Independent Contractor: Neither the County Program Manager nor its officers, employees, agents, or representative shall be considered employees or agents of the Air District.
- 10) Assignment: Neither Party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the other Party.
- 11) Waiver: No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a Party to enforce performance by the other Party of any term, covenant, or condition of this Agreement, and the failure of a Party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that Party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
- 12) Severability: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
- 13) Force Majeure: Neither the Air District nor the County Program Manager shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of this Agreement, or other causes, except financial that are beyond the reasonable control of the Air District or the County Program Manager.
- 14) Governing Law: Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
- 15) Effective Date: The effective date of this Agreement is the date the Air District Executive Officer/Air Pollution Control Officer executes the Agreement (the "Effective Date").
- 16) Survival of Terms: Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both parties' respective successors and assigns. Such terms include, but may not be limited to, the auditing requirements set forth in Paragraph II, Paragraph 11.

IN WITNESS WHEREOF, the County Program Manager and the Air District have entered into this Agreement as of the date listed below.

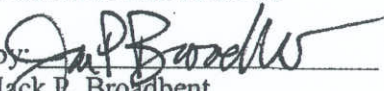
FOR COUNTY PROGRAM MANAGER:

by: 
Daryl Halls
Solano Transportation Authority


Approved as to legal form (optional):

by: 
Solano Transportation Authority

FOR AIR DISTRICT:

by:  Date 6/11/13
Jack P. Broadbent
Executive Officer/APCO
Bay Area Air Quality Management District

Approved as to legal form:

by: 
Brian C. Bungler, District Counsel
Bay Area Air Quality Management District

SUMMARY INFORMATION

County Program Manager Agency Name: Solano Transportation Authority

Address: One Harbor Center, Ste. 130, Suisun City, CA 94585

PART A: NEW TFCA FUNDS

1. Estimated FYE 2014 DMV revenues (based on projected CY2012 revenues): Line 1: \$296,670.00
2. Difference between prior-year estimate and actual revenue: Line 2: \$6,867.64
 - a. Actual FYE 2012 DMV revenues (based on CY2011): \$297,959.64
 - b. Estimated FYE 2012 DMV revenues (based on CY2011): \$291,092.00

(*'a' minus 'b' equals Line 2.*)
3. Estimated New Allocation (Sum of Lines 1 and 2): Line 3: \$303,537.64
4. Interest income. List interest earned on TFCA funds in calendar year 2012. Line 4: \$ 620.59
5. Estimated TFCA monies budgeted for administration:¹ Line 5: \$15,176.88

(Note: This amount may not exceed 5% of Line 3.)
6. Total new TFCA funds available in FYE 2014 for projects and administration Line 6: \$304,158.23

(Add Lines 3 and 4. These funds are subject to the six-month allocation deadline.)

PART B: TFCA FUNDS AVAILABLE FOR REPROGRAMMING

7. Total amount from previously funded projects available for reprogramming to other projects. (Enter zero (0) if none.) Line 7: \$.00

(Note: Reprogrammed funds originating from pre-2006 projects are not subject to the six-month allocation deadline.)

PART C: TOTAL AVAILABLE TFCA FUNDS

8. Total Available TFCA Funds (Sum of Lines 6 and 7) Line 8: \$304,158.23
9. Estimated Total TFCA funds available for projects (Line 8 minus Line 5) Line 9: \$288,981.35

¹ The "Estimated TFCA funds budgeted for administration" amount is listed for informational purposes only. Per California Health and Safety Code Section 44233, County Program Managers must limit their administrative costs to no more than 5% of the actual total revenue received from the Air District.

INSURANCE REQUIREMENTS

Verification of Coverage

The County Program Manager shall obtain and maintain certificates and/or other evidence of the insurance coverage required below. The Air District reserves the right to require the County Program Manager to provide complete, certified copies of any insurance offered in compliance with these specifications. Certificates, policies and other evidence provided shall specify that the Air District shall receive 30 days advanced notice of cancellation from the insurers.

Minimum Scope of Insurance

Throughout the Term as defined in Section IV of the Agreement, the County Program Manager shall obtain and maintain in full force and effect the Liability Insurance as set forth below, and shall require each Sub-awardee to obtain and maintain in full force and effect the Liability Insurance and Property Insurance as set forth below:

1. **Liability Insurance** with a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the County Program Manager and Sub-awardee, and to the operation of the vehicles, vessels, engines or equipment operated by the Sub-awardee.
2. **Property Insurance** in an amount of not less than the insurable value of Sub-awardee's vehicles, vessels, engines or equipment funded under the Agreement, and covering all risks of loss, damage or destruction of such vehicles, vessels, engines or equipment.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Air District may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
SOLANO COMMUNITY COLLEGE FACULTY
ASSOCIATION

REQUESTED ACTION: APPROVAL

SUMMARY:

The parties agree that for the fall 2013 and spring 2014 semesters the compensation for all full-semester classes will continue to be calculated by taking the number of weekly hours that the class is scheduled for in the Section K, multiplying by 16, and adding 1.25, then multiplying that total by the published hourly rate.

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

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

Bruce Petersen, Associate Vice President
Human Resources

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

(707) 864-7000, ext. 7263

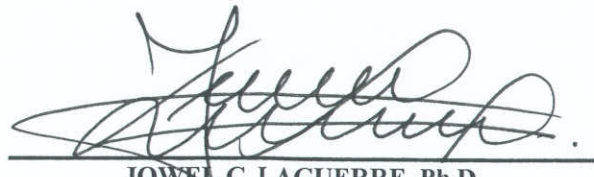
TELEPHONE NUMBER

Administration

ORGANIZATION

February 21, 2014

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

February 21, 2014

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT
AND
SOLANO COMMUNITY COLLEGE FACULTY ASSOCIATION

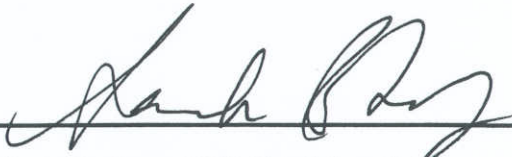
The parties agree that for the fall 2013 and spring 2014 semesters the compensation for all full-semester classes will continue to be calculated by taking the number of weekly hours that the class is scheduled for in the Section K, multiplying by 16, and adding 1.25 then multiplying that total by the published hourly rate.



James DeKloe, SCFA President

10/4/2013

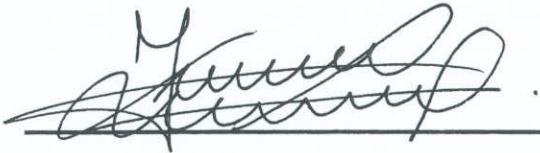
Date



Sandra Rotenberg, SCFA Chief Negotiator

10/4/2013

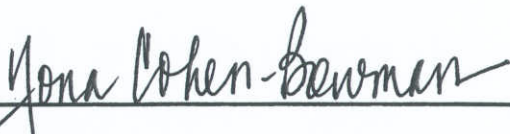
Date



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

10/04/2013

Date



Nona Cohen-Bowman, Interim Associate Vice President

10/7/2013

Date

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: ADDITIONAL FUNDING AGREEMENT FOR
ACCOMTEPS, A ROBERT HALF COMPANY

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to extend the previously approved agreement with Office Team, A Robert Half Company, for interim staffing services for the Bond program. The original contract term is for services in the timeframe of November 20, 2013 through December 31, 2014, and remains in effect. This request is specifically for the approval of additional funds to allow the District to hire an "Interim Business Operations Coordinator" for the Bond program as noted in the attached agreement as "Exhibit A." The amendment will fund the interim position for up to six (6) months.

The contract extension is for the approval of additional fee of \$ 56,350.

Government Code: N/A

Board Policy: 3225

Estimated Fiscal Impact: \$56,350
Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Leigh Sata
Executive Bond Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

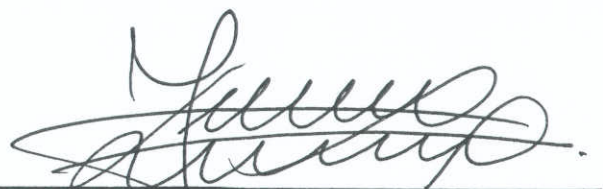
ADDRESS

707-863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

February 21, 2014
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

February 21, 2014
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
Temporary Staffing Solutions**

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Temporary Staffing Solutions as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services"). *The scope of this amendment is also included in Exhibit A.*
2. **Term.** Consultant shall commence providing services under this Agreement on September 16, 2013 and will diligently perform as required and complete performance by December 31, 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 based on mutually agreed upon hourly rates for each temporary staff employed by the District. The District shall pay Consultant according to the following terms and conditions:
 - 4.1 Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product and services as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable services to be produced is as follows:
 - 4.1.1 Electronic time record or a time sheet for verification and District approval at the end of each week.
 - 4.1.2 Compensation to temporary staff will be on a weekly basis and District will be billed weekly for the total hours worked, including time spent completing, revising, and or resubmitting a timesheet or electronic time record during business hours.
 - 4.1.3 If applicable. Overtime will be billed at 1.50 times the normal billing rate. Consultant shall comply with Federal laws and definition regarding overtime hours.
 - 4.1.4 Conversion rate is 35% of the professional's aggregate annual compensation, including bonuses.
 - 4.2 The Services shall be performed at the hourly billing rates reviewed and negotiated at the time of temporary staffing hire. If hourly billing applies, the itemized invoice shall

reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.

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

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

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

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

8 Performance of Services:

8.1 Standard of Care. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts. Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

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

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

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

10 Copyright/Trademark/Patent. Consultant understands and agrees that all matters

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

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

12 Termination:

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

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

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

12.3.1 material violation of this Agreement by the Consultant; or

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

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

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

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

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

14 Insurance.

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

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

14.1.1 Commercial General Liability and Automobile Liability Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

District:
Solano Community College District
360 Campus Drive, Suite 201
Fairfield, California 94534

Consultant:
Office Team, A Robert Half Company
5030 Business Center Drive, Fairfield CA
94534

ATTN: Leigh Sata

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____

Solano Community College District

By: _____

Print Name: JOWEL C. LAGUERRE, Ph.D

Print Title: Superintendent-President

Dated: _____, 20____

Office Team, A Robert Half Company

By: _____

Print Name: _____

Print Title: _____

Information regarding Consultant:

License No: _____

Address: 5030 Business Center Drive, Fairfield,
CA 94534

Telephone: 1-800-803-8367

Facsimile: _____

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: California

☐ 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

Consultant will provide temporary staffing needs for the District, as requested and approved by the District. Individual temporary staffing positions hourly rates will be reviewed and mutually agreed upon prior to commencement of individual's work with the District.

March 5, 2014 Contract Extension: Commencing on Wednesday, March 5, 2014 or thereabouts (when the Consultant presents a suitable candidate), the District will hire an "Interim Business Operations Coordinator" for the Measure Q bond through Robert Half. This contract amendment will be executed on an hourly basis, calculated not exceed the hourly rate of \$46.85 per hour. This initial contract extension will not exceed six (6) months duration at a monthly rate calculated at \$9,390 per month, which includes a 10% premium for overtime (or not to exceed \$56,350 total for the six month period). The contracted rate may be less, depending on the individual candidate's experience level and number of hours worked per week.

If the "not to exceed" six month total is reached prior to the conclusion of the six month period, it is the responsibility of Robert Half to notify the District within a reasonable timeframe and allow time for the District to gain additional Board approval. Robert Half understands that failure to notify the District may result in delay of payment of invoice, and will not penalize the District for late payment.

____ Initials
On behalf of Robert Half

____ Initials
On behalf of SCCD

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO BECKETT CONSTRUCTION
AND BUILDING SERVICES

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for contract award to Beckett Construction and Building Services to assist in the review of the statement of qualifications for the Program and Construction Management Request for Qualifications (RFQ) selection process. On January 10, 2014, the District issued a request for qualifications and ten (10) firms submitted qualification statements. In order to ensure that only the most qualified of applicants are interviewed, neutral third parties will assist in the first phase of the selection process.

Total fee for this contract is \$1,750.

Government Code: Board Policy: Estimated Fiscal Impact: Measure Q Funds \$1,750

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

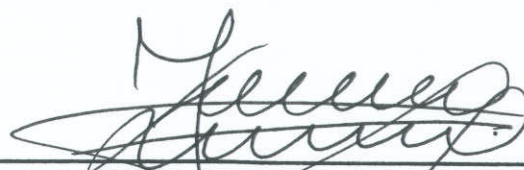
ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

February 21, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 21, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 6th day of March, 2014 by and between the Solano Community District, ("District") and Beckett Construction and Building Services ("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 ("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 for review of the PM/CM submittals and as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** The term of this Agreement shall be for the duration of Services described hereto unless this Agreement is terminated and/or otherwise cancelled prior to that time. The Consultant shall provide all Services as indicated in the schedule attached as Table 1 to Exhibit "A."
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> </u>	Workers' Compensation Certification
<u> </u>	Fingerprinting/Criminal Background Investigation Certification
<u> </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed One-thousand, seventy-five Dollars and 00/100 cents (\$1,750.00). 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 produce is as follows:

4.1.1. Review of SOQ documentation as provided by District March 31, 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 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 meetings as required 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. Consultant agrees to provide evidence of Auto Insurance and an "umbrella" insurance policy.
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
360 Campus Lane, Suite 201
Fairfield, CA 94534
ATTN: Leigh Sata

Consultant:

Beckett Construction & Building Services
71 Kings Oak Place
Walnut Creek, California 94597
ATTN: Thomas Beckett

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: _____

Solano Community College District

By: _____

Print Name: JOWEL C. LAGUERRE, Ph.D

Print Title: Superintendent-President

Dated: _____

Beckett Construction and Building Services

By: _____

Print Name: Thomas A. Beckett

Print Title: Principal

Information regarding Consultant:

License No.: N/A

Address: 71 Kings Oak Place
Walnut Creek, CA 94597

Telephone: (925) 212-3900

E-Mail: tabeckett@sbcglobal.net

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.)

If consultant has no employees, please fill sign and date, below.

My signature certifies, under penalty of perjury, ***that I have no employees*** and perform all work as an independent consultant.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

See attached one page proposal letter from Beckett Construction and Building Services. Scope is as follows:

1. Review the Request for Qualifications and screening criteria defined therein (or develop, if needed);
2. Review 10 Statements of Qualification against the screening criteria;
3. Recommend those deemed qualified for personal interviews;
4. Develop a set of interview questions from the RFQ and SOQs; and
5. Complete this work within one week of receipt of the documents.

**BECKETT CONSTRUCTION AND BUILDING SERVICES
71 Kings Oak Place
Walnut Creek, CA 94597**

California General Contractor's License # 679642

February 20, 2014

Solano Community College District
Attn: Leigh Sata, Executive Bonds Manager
4000 Suisun Valley Road
Fairfield, CA 94534

Re: PM/CM RFQ Submittal Review

Dear Leigh:


Appreciate the opportunity to assist you with reviewing and short listing the Statements of Qualification for PM/CM consultants for the Solano Community College District Bond Program. As we discussed, the elements of my services to the District will include:

- Review the Request for Qualifications and screening criteria defined therein
- Review 10 Statements of Qualification against the screening criteria
- Recommend those deemed qualified for personal interviews
- Develop a set of interview questions for the short listed firms from the RFQ and SOQs
- Attend a meeting to discuss and finalize recommendations and questions

The fee for my services is \$175/hour and is based on a maximum (not to exceed) fee of \$1,750, which is based on approximately 10 hours minimum time allocation including meeting time. Any additional services or fees must be by additional written authorization from the District.

I have enclosed a W-9 form as requested and understand the authorization for payment will be approved by the Board of Trustees.

Regards,



Thomas A. Beckett

Sent by e-mail 2/20/14

AGENDA ITEM 7.(j)
MEETING DATE March 5, 2014

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO RON PRIEST CONSTRUCTION, INC., FOR VACAVILLE ANNEX EXTERIOR DOOR AND HARDWARE PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board ratification is requested for contract award to Ron Priest Construction Inc. to provide construction services on the Vacaville Annex Exterior Door & Hardware Project. Ron Priest Construction Inc., was deemed the lowest responsive responsible bidder on February 19, 2014, and District staff has performed appropriate due diligence to confirm this contract ratification request.

This contract is in the amount of \$ 49,959.62.

Government Code: Board Policy: Estimated Fiscal Impact: Measure Q Funds \$49,959.62

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

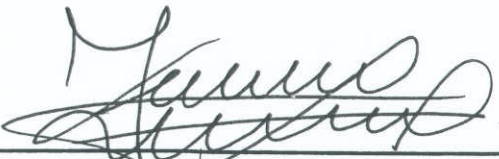
Leigh Sata
Executive Bonds Manager
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 863-7855
TELEPHONE NUMBER

Administration
ORGANIZATION

February 21, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 21, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 19th day of February, 2014 by and between the Solano Community College District ("District") and Ron Priest Construction Inc., ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: Vacaville Annex Exterior Door & Hardware

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

2. **The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
4. **Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within Thirty (30) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

SOLANO COMMUNITY COLLEGE DISTRICT
Vacaville Annex Exterior Door & Hardware
Bid No.:14-010

AGREEMENT
DOCUMENT 00530-1

5. **Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of five hundred dollars (~~\$500.00~~) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

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

In the event any portion of the liquidated damages are not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

10. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect 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. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type B General Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with Division 3, Chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
13. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
14. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the District and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work herein above agreed to be performed by the Contractor, the following price:
- Forty Nine Thousand Nine Hundred Fifty-Nine Dollars and Sixty-Two Cents (\$49,959.62)**, in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).
15. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

Ron Priest Construction Inc.,

By: Ron Priest

Title: President

DISTRICT

SOLANO COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

SOLANO COMMUNITY COLLEGE DISTRICT
Vacaville Annex Exterior Door & Hardware
Bid No.:14-010

AGREEMENT
DOCUMENT 00530-4

AGENDA ITEM 7.(k)
MEETING DATE March 5, 2014

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION TO TEMPORARILY HOUSE THE
AUTOTECH PROGRAM AT 1301 GEORGIA STREET IN
VALLEJO, CALIFORNIA, RESOLUTION NO. 13/14-20

REQUESTED ACTION: APPROVAL

SUMMARY:

In accordance with Education Code Sections 81521(a), 81523 and 81524, the Governing Board is asked to utilize the exception to allow for the "temporary use of buildings" for the Automotive Technology Program at 1301 Georgia Street, Vallejo, California 94590.

This resolution, Resolution No. 13/14-20, will allow the District to lease the facility and teach classes in the temporary facility while a new facility is constructed at the Vallejo Center. The lease term may not exceed three years after the date of occupancy without obligating the District to certify the building to DSA standards.

Government Code: **EC Sections 81521(a), 81523 and 81524** Board Policy: 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

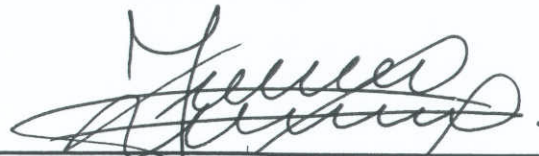
ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

February 21, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

February 21, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO TEMPORARILY HOUSE THE AUTOTECH PROGRAM AT
1301 GEORGIA STREET, VALLEJO CA 94590**

RESOLUTION NO. 13/14-20

WHEREAS, The purpose of the Field Act, which is outlined in the Education Code, Title 1, Division 1, Part 10.5, Chapter 3, Article 3, (commencing with Section 17280) and Article 6 (commencing with Section 17365), and Title 3, Division 5, Part 49, Chapter 1, Article 3 (commencing with Section 81050) and Article 7 (commencing with Section 81130) of Part 49, is to protect the safety of students and school-based staff;

WHEREAS, The Uniform Building Code, 24 Cal. Code of Regulations, sections 4-314 and 4-315, adopted under the authority of Education Code section 81142 found in the Field Act, state that buildings or structures of a temporary nature may be utilized by the Governing Board for a period of up to three years for instructional use on its own responsibility without first submitting plans and specifications to Division of State Architect (DSA), but such buildings or structures shall not be used for classroom purposes beyond three years;

WHEREAS, In accordance with Education Code Sections 81521(a), 81523 and 81524, the Governing Board is asked to utilize the exception to allow for the "temporary use of buildings" for the Autotech Program at 1301 Georgia Street, Vallejo California 94590;

WHEREAS, The District will enter into a lease agreement to use this temporary swing space facility for no more than three years from the date of first occupancy while the District constructs a permanent facility at Vallejo Center;

WHEREAS, This resolution has been published in a newspaper published in the District;

WHEREAS, Notice of the resolution has been published for not less than once per week for three weeks prior to the execution of the lease by the Governing Board;

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO TEMPORARILY HOUSE THE AUTOTECH PROGRAM AT
1301 GEORGIA STREET, VALLEJO CA 94590**

RESOLUTION NO. 13/14-20

(Continuing – Page 2)

NOW THEREFORE BE IT RESOLVED, That the Governing Board authorizes the signing of this lease agreement for the Autotech Program at 1301 Georgia Street, Vallejo, CA 94590 with the understanding that the lease will be for not more than three years and that this resolution has been published in a newspaper for not less than once a week for three weeks prior to the execution of this lease.

PASSED AND ADOPTED, This 5th day of March, 2014, by the Governing Board of the Solano Community College District.

**PAM KEITH
BOARD PRESIDENT**

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

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF THE PROFESSIONAL CIVIL
ENGINEERING SERVICES CONTRACT FOR BUILDING
1200 THEATER RENOVATION PROJECT**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for an award of Professional Civil Engineering Services contract for Building 1200 Theater Renovation project. The contract scope is a topographic survey for the architectural team in support of the renovation work for Building 1200. The engineer will be selected from the pre-approved "pool" of civil engineering consultants previously approved by the board.

A District standard contract prepared by District counsel was included in the RFQ for the pool of qualified Civil Engineers and will be utilized for this project. Based on the proposed scope of work, the program manager anticipates that the fee will not exceed \$9,000.

The Board is asked to pre-approve this contract, in an amount not to exceed \$9,000, which will be brought to the Board for ratification at a later date.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$9,000 State Funds</i>
SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

February 21, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

February 21, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
CIVIL ENGINEERING SERVICES**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 5th day of March, 2014 by and between the Solano Community District, ("District") and _____ ("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 Building 1200 Theater Renovation ("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 civil topographic survey services for Building 1200 project will comply with the requirements of the civil engineer services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** The term of this Agreement shall be for the duration of Services described hereto unless this Agreement is terminated and/or otherwise cancelled prior to that time. The Consultant shall provide all Services as indicated in the schedule attached as Table 1 to Exhibit "A."
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>	Fingerprinting/Criminal Background Investigation 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 _____ Dollars (\$). 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 produce is as follows:

- 4.1.1. 24"x36" Topographic survey base map
- 4.1.2. CAD file of Topographic survey base map

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.

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. **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. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 12.3.1. material violation of this Agreement by the Consultant; or

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

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

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

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

14. Insurance.

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

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

14.1.1. Commercial General Liability and Automobile Liability Insurance.

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

14.1.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its

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

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession.

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**

360 Campus Lane, Suite 201

Fairfield, CA 94534

[FAX]

ATTN: _____

Consultant:

[NAME]

_____, California 9____

[FAX]

ATTN: _____

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

Consultant's entire Proposal is **not** made part of this Agreement.

The Scope of Services includes providing a topographic survey of the established Building 1200 Theater Renovation Project area. The consultant will complete the survey by locating at least two survey control points in the field and the survey will include location and elevation shots for building corners, edges of pavement, curbs, gutters, back of sidewalks, ADA parking stalls, ADA ramps, trees, "ground shots" for large open areas, and utility surface features within the project area shown on the areal image. Contours will be shown at 1' increments.

Two deliverables include:

- 24"x36" Topographic survey base map
- CAD file of Topographic survey base map

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

TO: Members of the Governing Board

**SUBJECT: CHANGE ORDER NO. 02 TO GRADETECH
CONSTRUCTION FOR VACAVILLE PARKING LOT
EXPANSION PROJECT**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Change Order No. 02 to GradeTech Construction contract for Vacaville Parking Lot Expansion Project. This is a deductive change order and it will result in a credit to the District. Attached are the Change Order Request Breakdown and the Change Order Summary. Revised contract figures are as follows:

Contract Award Amount	\$ 1,398,000.00
Prior Change Orders	\$ 50,984.96
Change Order No. 02	\$ (21,698.03)
Total Change Orders	\$ 29,286.43
Revised Contract Amount	\$ 1,427,286.93

Government Code: Board Policy: Estimated Fiscal Impact: Measure G Funds \$21,698.03

SUPERINTENDENT'S RECOMMENDATION:

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

Leigh Sata
Executive Bonds Manager
PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

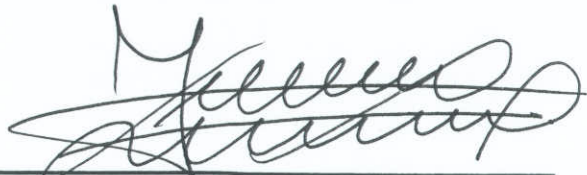
ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

February 21, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 21, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



Solano Community College District
360 Campus Lane Suite 203
Fairfield, CA 94534
Tel: 707-864-7189 Fax: 707-207-0423

KITCHELL CEM

Change Order # 2
Project No.: 12-004
Date: 3/5/2014

DSA File No.: 48-C1
DSA Number: 02-112992

Project: Vacaville Center Parking Lot Expansion
2001 N. Village Parkway
Vacaville CA

Architect: HA+A
P.O. Box 1687
Vacaville, CA 95696

To: GradeTech Inc.
P.O. Box 1728
San Ramon CA 94584

The Contract is Changed as Follows:

Item #		Amount	Days Added
01	(PCO 02)CREDIT-Field Trailer Office	\$ (1,510.00)	0
02	(PCO 14) (CREDIT)- Sunpower PV project work included rough-ins to equipment pad and piers.	\$ (661.41)	0
03	(PCO 15) (CREDIT) Associated revision to specification to allow for paving in One 3.5" lift instead of two lifts.	\$ (6,150.00)	0
04	(PCO 18) (CREDIT) - RCP to HDP material/labor/installation Credit for approved substitution.	\$ (4,643.00)	0
05	(PCO 19) (CREDIT) Credit Card reader not required on parking ticket machines per Solano Police Department.	\$ (716.33)	0
07	(PCO 28) (CREDIT) New Irrigation Controller credit.	\$ (2,556.99)	0
08	(PCO 29) (CREDIT) Hydroseeding at parking lot requirement credit.	\$ (1,300.00)	0
09	(PCO 16) Time Extension	\$ -	81
10	(PCO 32) Handicapp accessible singage omitted from plans	\$ 808.50	0
11	(PCO 33) Allowance reduction from PCO 3-Storm drain revisions	\$ (1,433.67)	0
12	(PCO 34) Allowance reduction from PCO 8-QSP for SWPPP oversight not rendered	\$ (1,478.65)	0
13	(PCO 35) Allowance reduction from PCO 7-Soft soil at driveway	\$ (2,056.48)	0
TOTAL COST OF CHANGE ORDER		\$ (21,698.03)	

Original Contract Sum:	\$ 1,398,000.00
Total change By Previous Change Orders:	\$ 50,984.96
Contract Sum Prior to This Change Order:	\$ 1,448,984.96
Revised Contract Sum will be Increased by This Change Order:	\$ (21,698.03)
The New Contract Sum Including This Change Order Will Be:	\$ 1,427,286.93
The New Contract Completion Date Will Be:	3/15/2014
The Contract Completion Date Is:	12/24/2013
Contract Time Will be Changed by This Change Order:	81
The date of final completion as of the of this change order is	3/15/2014

ARCHITECT: Robert Henley Date:
Architect
HA+A Architects

CONTRACTOR: Chris Jordan Date:
Project Manager
Grade Tech Inc.

OWNER: Leigh Sata Date:
Executive Bonds Manager
Solano Community College District

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

TO: Members of the Governing Board

SUBJECT: CLINICAL EXPERIENCE AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
QUEEN OF THE VALLEY MEDICAL CENTER, NAPA,
CALIFORNIA

REQUESTED ACTION: APPROVAL

SUMMARY:

A new clinical experience agreement between Solano Community College District and Santa Rose Memorial Hospital, SRM Alliance Hospital Services dba Petaluma Valley Hospital, Redwood Memorial Hospital, St. Joseph Hospital, Eureka, and Queen of the Valley Medical Center, Napa, California, is being presented for review and approval by the Governing Board. The approval of this contract benefits the nursing program at Solano Community College by providing students with an acute care facility in which to practice.

The CCR for the Board of Registered Nursing, Section 1427 requires "A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities." These agreements must be current, reviewed periodically, and revised, as indicated.

A copy of the Agreement is available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of the hospital's parent St. Joseph Health, Eureka, California.

Government Code: CCR 1427 Board Policy: 3520 Estimated Fiscal Impact: N/A
BOT 2013-14 Goal: Access and Success

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

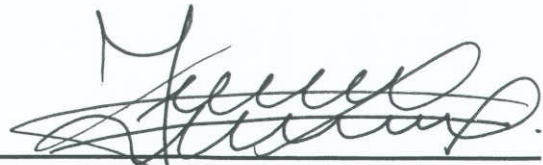
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

February 21, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 21, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL & NON-CLINICAL TRAINING AFFILIATION AGREEMENT

(Without School Instructor on Hospital Premises)

This Clinical and Non-Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of February 12, 2014 (the "Effective Date") by and between Santa Rosa Memorial Hospital, SRM Alliance Hospital Services dba Petaluma Valley Hospital, Redwood Memorial Hospital, St. Joseph Hospital Eureka, and Queen of the Valley Medical Center (affiliated entities collectively referred to as "Hospital") and Solano Community College ("School"). The parties named herein may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of the Hospital's accreditation agency and licensed by the California Department of Public Health.

B. School is an institution of higher learning authorized pursuant to California law to offer healthcare program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical and/or non-clinical training for students in such classes.

C. Hospital operates clinical facilities within Hospital which are suitable for School's clinical and non-clinical training programs ("the Program(s)") in the area of Healthcare Services including but not limited to its clinical, non-clinical, ancillary, and support services typically provided by a healthcare provider. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RESPONSIBILITIES OF SCHOOL

1.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education Program eligible, if necessary, for accreditation and approval by any state board or agency.

1.2 Number of Students. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical and/or non-clinical training, as appropriate, at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).

1.3 Orientation. School shall provide orientation to all students and ensure that all students receive clinical and/or non-clinical instruction, as appropriate, and have necessary basic skills prior to the clinical and/or non-clinical experience at Hospital.

1.4 Discipline. School shall be responsible for counseling, controlling, disciplining and all activities of students at Hospital.

1.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

1.6 Background Check. School shall conduct a background check on each student. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and the review of the Excluded Provider List maintained by the Office of Inspector General (<https://oig.hhs.gov/exclusions/>) and the Excluded Parties List System maintained by the System for Award Management (<https://www.sam.gov/portal/public/SAM/>) to perform a sanction trace to insure that individuals assigned to Hospital are not identified as being debarred, excluded, or under sanction by a federal or state governmental agency.

1.7 Health Clearance. School shall ensure that each Student complies with Hospital's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination; (b) proof of Tuberculosis ("TB") skin test ("Mantoux Test") within previous twelve (12) months, repeated annually. If known skin test positive, baseline Chest X-Ray ("CXR"), annual symptom screen and repeat CXR if annual symptom review is positive; (c) proof of immunization or immune titers to Measles ("Rubeola"), Mumps, German Measles ("Rubella"), and Chickenpox ("Varicella"); (d) proof of Diphtheria, Tetanus, and acellular Pertussis ("Tdap") immunization and Tetanus, diphtheria, and acellular pertussis ("Tdap") booster immunization; (e) proof of Hepatitis B vaccine; and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f). A surgical mask shall be required to be worn under the following circumstances by any and all individuals providing a declination statement for the Influenza vaccination: in a patient room providing patient care or other services and/or anywhere within six (6) feet of a patient for greater than thirty (30) seconds. Student shall provide (g) proof of Aerosol Transmissible Disease ("ATD") training on hire and at least annually including elements required by the California Occupational Safety and Health Administration ("Cal/OSHA") ATD Standard; (h) proof of Bloodborne Pathogen training prior to a Student's first clinical day and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard; and if required, (i) medical evaluation, clearance, training, and fit testing for Personal Protective Equipment ("PPE") including N95 rated respirators and/or Powered Air Purifying Respirators ("PAPR") including elements required by the Cal/OSHA Respiratory Protection Standard. All medical screens are subject to the review and approval of the Hospital Employee Health Nurse.

1.8 Hospital Policies and Procedures. School shall ensure at its own expense that each student is aware of and understands all applicable Hospital policies and procedures and shall require each student to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the healthcare providers at Hospital in administering care to patients in the context of training.

1.9 Supplies and Equipment. School shall at its own expense provide and be responsible for the care and control of educational supplies, materials, and equipment used for

instruction during the Program(s). School shall also be responsible, as between Hospital and School, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program(s). Upon expiration or termination of this Agreement and upon Hospital's request, School and its students shall immediately vacate the premises on the effective date of the termination or expiration removing all School property. Hospital may remove and store, at School's expense, any property not so removed.

1.10 Confidentiality. School shall instruct students regarding confidentiality of patient information. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program(s). School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s). If School and/or its student is determined to be a business associate under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") or receives Protected Health Information ("PHI") from Hospital, School and/or student shall fully comply and ensure Hospital compliance relative to the provisions of the Agreement provided hereunder with all applicable regulations relating to HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder (including without limit the HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule) by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA Regulations") and other applicable state and federal laws and regulations as may be amended and interpreted from time to time, in accordance with Hospital's written notification and guidance given to School and/or its student regarding the interpretation of such applicable regulations. Notwithstanding the foregoing, if any amendments, changes or modifications to any regulations relating to HIPAA Regulations result in any changes, such changes shall be implemented and incorporated into this Agreement by way of amendment, as provided for herein. Failure to abide by these HIPAA Regulations shall be cause for termination of this agreement. All information related to Hospital business and non-public information that is disclosed or becomes known as a consequence of or through its activities under this Agreement including, but not limited to, matters of a business nature, and prospective names and information, bill rates, compensation requests for placement, costs, profits, margins, markets, sales, business processes, products, processes, purchases, plans, information systems, and any other information of a similar nature and including the contents of this Agreement shall be treated as confidential by School and each of its students, agents and contractors and shall not be disclosed to any third party without the prior written consent of Hospital unless otherwise required by law. This provision shall survive the expiration or termination of this Agreement.

1.11 Insurance. School shall maintain in full force and effect and ensure that all students maintain, at their own expense, the following insurance policies in accordance with the minimum amounts as may be required and adjusted from time to time by applicable federal and state laws and regulations, but at no time shall the terms or coverage be less than in the following amounts: (a) professional liability insurance coverage for student (either independently, as an additional insured on School's policy, or through other School sponsored insurance program(s) that provide professional liability insurance coverage) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement; (b) School agrees to maintain professional and comprehensive or commercial general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement; (c) School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement; (d) in addition, students agree to maintain in full force and effect personal health insurance for the entire term of this Agreement; and (e) if excess or umbrella liability insurance over the primary policy is used to meet limit

requirements in Sections 1.11 subsections (a-c), such excess or umbrella liability insurance coverage shall follow primary policy and provide additional coverage at least as broad as specified in the underlying primary policy. The excess or umbrella liability insurance policy shall contain a clause stating that it takes effect and thereby drops down in the event the primary policy limits are impaired or exhausted. In the event any coverage required in Section 1.11 is through a "claims made" policy and is either canceled, non-renewed, or should School and/or student replace and bind coverage with a different carrier for any reason, School and/or student shall take the necessary actions required in order to provide continuous coverage by either obtaining "tail" insurance from the preceding carriers or "nose" insurance from the subsequent carriers. In order to satisfy the requirements of this Section, the "tail" insurance must be of either an unlimited type or of the type which would extend the discovery period beyond the last effective day of the Agreement between the Parties for a period of three (3) years. In order to satisfy the requirements of this section for "nose" insurance, the retroactive effective date for such insurance must at least coincide with the term of the Agreement starting with the effective date of the original Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School shall provide certificates evidencing all coverage referred to in this section within ten (10) days of execution of this Agreement and thereafter on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s). School shall have the ability to self-insure so long as the coverage and limits described herein are met. It should be expressly understood, however, that the coverage of self-insurance required hereunder shall not in any way limit the liability of School. Certificates evidencing such coverage of self-insurance shall include: (a) Certificate of Consent to Self-Insure and (b) Certificate of Authority. Any lapse of insurance shall be considered a default under the terms of this Agreement. It should be expressly understood that nothing in Section 1.11 or any of its subsections herein shall be construed to limit the legal rights of the Hospital, limit the School's and/or students' liability, or be constituted as a waiver of any of the benefits of a statute of limitations or equitable defense by Hospital. Any lapse of insurance shall be considered a default under the terms of this Agreement. The provisions of this section and its subsections shall survive termination of this Agreement.

1.12 Indemnification. Except as otherwise may be provided in this Agreement, as School may be prohibited from indemnifying on behalf of its students, to the extent permitted by law, School shall indemnify, hold harmless and defend the Hospital, its parents and subsidiaries and their respective officers, directors, trustees, employees and agents from and against any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by School, its agents, employees, servants, subcontractors, or representatives acting under their control or direction, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of School, its agents, employees, servants, subcontractors, or representatives acting under their control or direction in connection with this Agreement. Nothing in this section shall be construed to limit Hospital's legal rights nor limit School's or Program participant's liability. This provision shall survive the termination of this agreement.

1.13 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

2. RESPONSIBILITIES OF HOSPITAL

2.1 Access. Hospital shall permit nonexclusive access to the Program(s) to those students designated by School as eligible for participation in the Program(s) at Hospital provided

such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide qualified students with access to clinical areas and patient care opportunities and/or non-clinical areas and non-patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

2.2 Implementation of Program(s). Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.

2.3 Instruction. Hospital shall instruct students in their clinical and/or non-clinical training, as appropriate, at Hospital with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical and/or non-clinical training, as appropriate.

2.4 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Public Health and the Hospital's accreditation agency.

2.5 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School shall ensure its students conduct their respective activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Hospital's accreditation agency, professional standards, Hospital philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of the Hospital's accreditation agency and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

2.6 Space and Storage. At Hospital's discretion, it will provide students with classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability. The Parties acknowledge and agree Hospital may reclaim classroom and/or storage space and/or relocate School Program(s) at Hospital's sole discretion. Upon expiration or termination of this Agreement, School shall immediately vacate the premises on the effective date of the termination or expiration removing all of School's and/or its student's property. Hospital may remove and store, at School's expense, any property not so removed.

2.7 Removal of Students. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the student from the Program(s). School shall comply with Hospital's request within five (5) days of receipt of notice from Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, Hospital may immediately exclude any student from Hospital until final resolution of the matter with School.

2.8 Documentation. Hospital agrees to make available to qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

2.9 First Aid. Hospital shall be available to provide necessary emergency healthcare or

first aid, within its capacity, to students participating in the Program(s). Any emergency healthcare or first aid provided by Hospital shall be billed to the student or School at Hospital's normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student.

2.10 Statement of Adequate Staffing. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

2.11 Authority. Hospital shall maintain at all times full authority over, and responsibility for, care of its patients and may intervene and/or redirect students when appropriate or necessary.

3. RELATIONSHIP OF THE PARTIES

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for four (4) year(s) unless terminated sooner as provided herein.

3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of the student's training for the then-current semester/quarter for that academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).

3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended, nor shall be construed, to create between Hospital and School or Hospital and Program participant an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include but are not limited to salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee, joint venture, or partnership is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for any salary, vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability, life insurance, pension and annuity benefits, educational allowances, professional membership dues, or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages, benefits, and taxes on income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School, School employees, or other Program participants are determined to be employees of Hospital.

3.4 Role of Students. It is not the intention of School or Hospital that any student occupy the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

3.5 Publicity. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party

or its facilities with respect to the Program(s) without the prior written consent of the other party.

3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Hospital.

4. GENERAL PROVISIONS

4.1 Entire Agreement; Amendment. This Agreement, including the attachments and exhibits hereto, contains the complete and full agreement between the parties hereto with respect to the subject matter hereof and shall supersede all other, prior or contemporaneous, agreements, understandings, promises, or negotiations, whether written or oral, relative to the subject matter, including but not limited to: acceptance letters; acknowledgement letters; confirmation letters; invoices; timesheets; order forms; sales orders; statements; statements of work; receipts; work orders; or any other communication stating additional or conflicting terms hereof by and between the parties. No other agreements, representations, warranties or other matters, whether written or oral, purportedly agreed to or represented by or on behalf of either party by any of its agents, employees, contractors, or representatives acting under their control shall be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement may be amended but only by an instrument in writing signed by a duly authorized signatory on behalf of the respective parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

4.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. Any attempt to transfer, assign or otherwise convey any rights or obligations in violation of this Section shall be void subject to the provisions of this Section regarding assignment, the terms, covenants, and conditions contained herein. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 Compliance. School acknowledges and agrees to abide by Hospital's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students (by internet as a portable document format ("PDF") file (requiring the uses of a PDF reader to view) at: http://www.stjosephhealth.org/documents/corporate_responsibility.pdf). This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (866-913-0275). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Sonoma/Napa/Humboldt (or county in California in which the specific Affiliate Hospital resides) County, California.

4.5 Non-Discrimination. Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

4.6 Notices. Any and all notices permitted or required by this Agreement shall be made in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three (3) business days after being mailed through the United States Postal Service's registered or certified mail with postage prepaid and return receipt requested; (c) transmitted electronically either by Facsimile ("Fax") or Electronic Mail ("E-mail") with an attached PDF document and proof of its delivery; or (d) one (1) business day after being sent by nationally recognized overnight courier service, properly addressed as follows or such other address as may later be designated by written notice thereof to the other party:

If to Santa Rosa Memorial Hospital:	Santa Rosa Memorial Hospital 1165 Montgomery Drive Santa Rosa, CA 95405 Attn: Contracts Department
If to Petaluma Valley Hospital:	SRM Alliance Hospital Services dba Petaluma Valley Hospital c/o Santa Rosa Memorial Hospital 1165 Montgomery Drive Santa Rosa, CA 95405 Attn: Contracts Department
If to Queen of the Valley Medical Center:	Queen of the Valley Medical Center 1000 Trancas Street Napa, CA 94558 Attn: Contracts Department
If to Redwood Memorial Hospital:	Redwood Memorial Hospital 3300 Renner Drive Fortuna, CA 95540 Attn: Contracts Department
If to St. Joseph Hospital Eureka:	St. Joseph Hospital Eureka 2700 Dolbeer Street Eureka, CA 95501 Attn: Contracts Department
with a copy to:	Santa Rosa Memorial Hospital 1165 Montgomery Drive Santa Rosa, CA 95405 Attn: Contracts Department
If to School:	Solano Community College 4000 Suisun Valley Road Fairfield, CA 94534 Attn: Contracts Department

4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable by Act of Congress, statute passed by the California Legislature, local ordinance, or any regulation duly promulgated by officers of the United States or of the State of California acting in accordance with law, or is declared null and void by any court of competent jurisdiction for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.8 Waiver. Any waiver, express or implied, of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A failure to insist upon performance of the terms and conditions of this Agreement or failure to exercise any right or privilege herein shall not operate as a waiver of any of the terms, covenants and/or conditions hereof and shall not be construed as a waiver of any other terms, covenants and/or conditions hereof, nor shall any waiver constitute a continuing waiver.

4.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts together shall constitute one and the same instrument. The parties hereby acknowledge and agree to accept electronic reproductions of handwritten signatures transmitted by Facsimile or by E-mail, as an attached PDF (or similar) document, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, which shall have the same legal binding force and effect as physical execution and delivery of original document(s) bearing the original handwritten signature(s). Further, the Parties intend to rely on such signature(s) transmitted electronically as being legal and binding as if an original, in whole or counterpart, had been delivered, having the same protection as provided under the Electronic Signatures in Global and National Commerce Act ("E-SIGN") (Public Law 106-229). The signatory's name and title must be: (a) presented in printed or typed form preferably immediately below or adjacent to the signature and (b) reasonably specific and legible enough so that the identity of the signatory can be readily recognized.

[Signature page to follow]

**Santa Rosa Memorial Hospital, SRM Alliance Hospital Services dba Petaluma Valley
Hospital, Redwood Memorial Hospital, St. Joseph Hospital Eureka, and Queen of the Valley
Medical Center
(AFFILIATED ENTITIES COLLECTIVELY REFERRED TO AS "HOSPITAL")**

By: _____
Name: Mich Riccioni
Title: Chief Financial Officer, Northern CA Region
Date: _____

**Solano Community College
("SCHOOL")**

By: _____
Name: _____
Title: _____
Date: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: STORAGE AREA NETWORK (SAN) VIRTUAL SERVER
UPGRADE MEASURE G BOND PROJECT

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

Recently, Dell Inc., completed a capacity analysis of our server and storage environment. The findings showed that we are running close to our max capacity in both storage capability and server processing. Our current growth rate will have us completely maximized within three to six months. If nothing is done, our system will come to a halt and critical services will be impacted or lost. Technology Services & Support proposes to allocate Bond funding to purchase and implement upgrades to our Storage Area Network (SAN) and Virtual Servers.

The following is a summary of the project costs under the Western States Contracting Alliance (WSCA):

PowerEdge Blade Servers	\$146,679.95
Compellant SAN	\$152,027.67
<u>Total Discounts applied by DELL</u>	<u>\$ 72,872.00</u>
Net Cost of All	\$225,836.62

Attached is the capacity analysis and quote for upgrades.

Government Code: Board Policy: Estimated Fiscal Impact: \$ 225,836 Measure Q

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Roger Clague
Chief Technology Officer

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7264

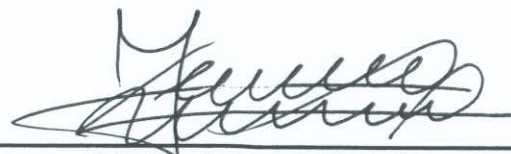
TELEPHONE NUMBER

Information Services

ORGANIZATION

February 21, 2014

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT





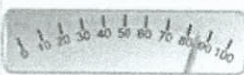
JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

February 21, 2014

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

This is to address the immediate need and to cover projected growth for the next three years, but does not include additional storage for document imaging (Banner BDMS) which has not been assessed yet.

This diagnostic shot below illustrates where we are on a day to day basis.

Phone Home Date:		12/8/2013 9:38:01 AM						Potential Writable Space (TB)			Percent Full
Disk Folder	Tier	Disk Class	Total Raw Disk Space (TB)	Total Consumed Space (TB)	Total Raw Free Disk Space (TB)	Avg Raid Efficiency	Estimated Writable TB	Raid 10	Raid 5-9	Raid 5-5	
Assigned-Redundant-4096	Tier 1	SLC SSD	0.91	0.01	0.90	50.00%	0.45	0.45	0.80	0.75	
	Tier 2	15K	18.01	18.01	0.00	71.30%	0.00	0.00	0.00	0.00	
	Tier 3	7K	40.03	33.89	6.13	63.90%	3.92	3.07	5.45	5.11	

Tier 1 is our solid state memory which is used to maximize system throughput. It use is very transient, but it will be more heavily loaded when we add more vMware virtual servers, which we must as we add more apps, like Argos, BDMS and Work Flow.

Tier 2 is our regularly accessed data, and is running at 100% utilization

Tier 3 is the data which is less frequently used, and users may have to wait for a second or two to access it. This is constantly over 80% utilization rates which we consider to be the trigger for additional capacity.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: SABBATICAL LEAVE REPORT FOR THE ACADEMIC
YEAR 2012-2013

REQUESTED ACTION: INFORMATION

SUMMARY:

The following recipient will give a report on her Sabbatical Leave for the 2012-2013 academic year:

Sabine Bolz, Academic Years 2012-13 (Fall and Spring semesters)

**“Development of Cross-Cultural Psychology Course, Independent Study
and Travel, and Collaboration with Academic Institutions Abroad”**

Government Code: Education Code §87767 Board Policy: N/A Estimated Fiscal: N/A
CTA Contract – Article 11 2013-14 CEO Goal #4

SUPERINTENDENT’S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Diane M. White, Interim Vice President
Academic Affairs

PRESENTER’S NAME

360 Campus Lane, 201
Fairfield, CA 94534

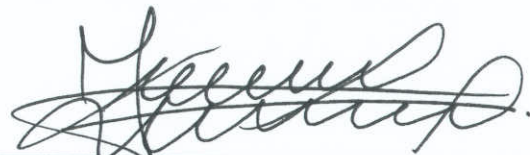
ADDRESS

707 864-7102

TELEPHONE NUMBER

Academic Affairs
ORGANIZATION

February 21, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

February 21, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 10.(b)
MEETING DATE March 5, 2014

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

TO: Members of the Governing Board

SUBJECT: CCFS-311Q FINANCIAL REPORT, SECOND QUARTER,
FY 2013-2014

REQUESTED ACTION: INFORMATION

SUMMARY:

AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on their financial condition. The CCFS-311Q quarterly financial report for the second quarter of FY 2013-2014 is attached for the Board's review and information.

Government Code: Board Policy: 3020 Estimated Fiscal Impact: N/A
California Code of Regulations (CCR) 58305(d)

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Yulian I. Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

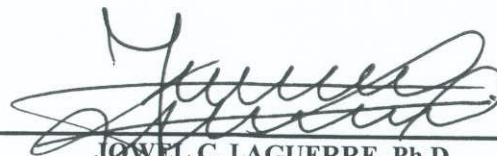
ADDRESS

707-864-7209

TELEPHONE NUMBER

Finance & Administration
ORGANIZATION

February 21, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 21, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q
CERTIFY QUARTERLY DATA

District: (280) SOLANO

CHANGE THE PERIOD

Fiscal Year: 2013-2014

Quarter Ended: (Q2) Dec 31, 2013

Your Quarterly Data is Certified for this quarter.

Chief Business Officer

CBO Name: Yulian Ligioso

CBO Phone: 707-864-7209

CBO Signature: _____

Date Signed: _____

Chief Executive Officer Name: Jowel Laguerre

CEO Signature: _____

Date Signed: _____

Electronic Cert Date: 02/13/2014

District Contact Person

Name: Patrick Killingsworth

Title: Director of Fiscal Services

Telephone: 707-864-7000

Fax: 707-646-2066

E-Mail: patrick.killingsworth@solano.edu

California Community Colleges, Chancellor's Office
Fiscal Services Unit
1102 Q Street, Suite 4554
Sacramento, California 95814-6511

Send questions to:

Christine Atalg (916)327-5772 catalg@cccco.edu or Tracy Britten (916)323-6899 tbritten@cccco.edu

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**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q
VIEW QUARTERLY DATA**

District: (280) SOLANO

CHANGE THE PERIOD

Fiscal Year: 2013-2014

Quarter Ended: (Q2) Dec 31, 2013

Line	Description	Actual 2010-11	Actual 2011-12	Actual 2012-13	Projected 2013-2014
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	51,482,327	45,837,026	47,548,696	46,778,000
A.2	Other Financing Sources (Object 8900)	17,825	3,955	5,092	0
A.3	Total Unrestricted Revenue (A.1 + A.2)	51,500,152	45,840,981	47,553,788	46,778,000
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	48,735,784	47,214,550	43,981,804	47,287,694
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	375,461	128,058	157,885	0
B.3	Total Unrestricted Expenditures (B.1 + B.2)	49,111,245	47,342,608	44,139,689	47,287,694
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	2,388,907	1,541,927	3,414,099	2,490,306
D.	Fund Balance, Beginning	3,207,000	5,713,219	2,800,420	6,214,519
D.1	Prior Year Adjustments + (-)	117,312	1,411,172	0	2,411,172
D.2	Adjusted Fund Balance, Beginning (D + D.1)	3,324,312	4,302,047	2,800,420	5,661,304
E.	Fund Balance, Ending (C. + D.2)	5,713,219	2,890,420	6,214,519	5,151,610
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	11.6%	5.9%	14.1%	10.9%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	9,393	8,523	7,056	8,502
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III. Total General Fund Cash Balance (Unrestricted and Restricted)

Total General Fund Cash Balance (Unrestricted and Restricted)		As of the specified quarter ended for each fiscal year			
		2010-11	2011-12	2012-13	2013-2014
H.1	Cash, excluding borrowed funds		5,891,756	1,015,357	7,676,878
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1 + H.2)	4,109,413	5,891,756	1,015,357	7,676,878

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I. Revenues:					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	46,778,090	46,778,090	23,513,183	50.3%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	Total Unrestricted Revenue (I.1 + I.2)	46,778,090	46,778,090	23,513,183	50.3%
J. Expenditures:					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	47,287,694	47,287,694	23,283,612	49.2%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	0	0	0	
J.3	Total Unrestricted Expenditures (J.1 + J.2)	47,287,694	47,287,694	23,283,612	49.2%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	509,604	509,604	229,571	
L.	Adjusted Fund Balance, Beginning	6,353,451	6,353,451	5,661,304	
L.1	Fund Balance, Ending (C. + L.2)	5,843,847	5,843,847	5,890,875	
M.	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	12.4%	12.4%		

V. Has the district settled any employee contracts during this quarter?

NO

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify)	Management	Academic	Classified
	Permanent	Temporary	

YYYY-YY	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:								
Year 1:								
Year 2:								
Year 3:								
b. BENEFITS:								
Year 1:								
Year 2:								
Year 3:								

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?

NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed?

This year?

NO

Next year?

NO

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)