

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT BETWEEN SOLANO COMMUNITY  
COLLEGE DISTRICT AND CYTOSPORT, INC.**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

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

The training program will concentrate on teaching ESL to employees of CytoSport, Inc. Karen Lowe will instruct the employees for one hour each Tuesday and Thursday for a total of 24 hours. Classes will be held at CytoSport, Inc. in Benicia, California.

A copy of the Agreement will be available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce Development and Continuing Education (WDCE).

It is our recommendation that the Governing Board approve the Agreement as attached.

*Government Code: 78021      Board Policy: 3520      Estimated Fiscal Impact: \$3,900 (revenue)*  
*BOT 2013-14 Goal: #3*

**SUPERINTENDENT'S RECOMMENDATION:**

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

Thomas Watkins, Interim Dean  
Workforce Development & Continuing Education

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

707-864-7140

**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

May 9, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

May 9, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

This agreement is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **CYTOSPORT, INC., 4795 Industrial Way, Benicia, CA, 94510** hereinafter referred to as "CytoSport, Inc."

**WHEREAS**, CytoSport, Inc. desires to engage the District to render special educational services,

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

- A. The District will provide customized English as Second Language (ESL), training for CytoSport, Inc. employees.
- B. The District will develop, coordinate, deliver, and evaluate the training. Employees will attend 24 hours of training, in 12 weeks of two hours each week. Training will be held at CytoSport, Inc., 4795 Industrial Way, Benicia, CA 94510. Training will be on Tuesdays and Thursdays from 3:00-4:00 p.m., from April 1, - June 20, 2014. Successful employees that complete this training will receive a Certificate of Success. Additional training can be scheduled as needed with an addendum to this contract.
- C. CytoSport, Inc. will identify all employees who will participate in training.
- D. CytoSport, Inc. will compensate the District for all services rendered and expenses at a rate of three-thousand nine hundred dollars and no cents (\$3,900.00). The cost is inclusive for all instruction and teaching/training materials.
- E. Payments by CytoSport, Inc. to the District will be due upon receipt of invoice. An invoice will be generated when the training is 50% completed.
- F. **IT IS MUTUALLY UNDERSTOOD** that CytoSport, Inc. and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to CytoSport, Inc. and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, CytoSport, Inc., its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of CytoSport, Inc. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for



damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

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

\_\_\_\_\_  
Robin Sinni  
Human Resources Manager  
CytoSport, Inc.  
Benicia, CA 94510

Date \_\_\_\_\_

\_\_\_\_\_  
Thomas Watkins  
Interim Dean of WDCE  
Solano Community College  
Fairfield, CA 94533

Date \_\_\_\_\_

\_\_\_\_\_  
Jowel C. Laguerre, Ph.D.  
Superintendent-President  
Solano Community College  
Fairfield, CA 94533

Date \_\_\_\_\_

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

**TO: MEMBERS OF THE GOVERNING BOARD**

**SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES**

**REQUESTED ACTION: APPROVAL**

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**EMPLOYMENT 2013-2014**

**Regular Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Eileen Amick	Administrative Assistant II (Range 11 / Step 2)	04/01/14
Anthony Ayala	FT Child Development Instructor	08/08/14
Jose Ballesteros	MESA Coordinator (Range 34 / Step 3)	07/01/14
Candyce Guerra	Administrative Assistant III (Range 13 / Step 1)	05/22/14
Rebecca LaCount	FT Counseling Instructor	08/05/14
Sarah McKinnon	FT English Instructor	08/08/14
Melissa Pegg	Administrative Assistant II (Range 11 / Step 1)	05/22/14
James Word	FT Anatomy Instructor	08/08/14
Lavonne Slaton	FT Business Instructor	08/08/14
TBD	FT Physics/Astronomy Instructor	08/08/14

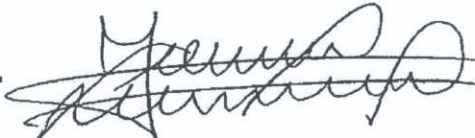
**Short-term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Phyllis Braaksma	Executive Coordinator	05/19/14 – 06/30/14	\$27.31 hr.
Laura Laraya-Convento	Business Operations Coordinator	05/19/14 – 06/30/14	\$27.31 hr.
Carlene Coury	Academic Success Workshops	04/07/14 – 06/30/14	\$58.60 hr.
Vitalis Enemmuo	Clinical Simulation Center	04/01/14 – 05/31/14	\$58.59 hr.
Paul Hidy	Automotive Technology	05/21/14 – 06/30/14	\$66.67 hr.
Richard Mackenzie	Temporary FT Fire Technology / Coordinator	08/08/14 – 12/16/14	\$62.83 hr.

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

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

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May 9, 2014  
**Date Submitted**

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May 9, 2014  
**Date Approved**



**Short-term/Temporary/Substitute – continued:**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Pamela Sheehan	Math Instructor/ Review/ Assessment/ Placement Advising	05/21/14 – 06/30/14	\$62.64 hr.

**Released Time**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>% Released Time</u></b>	<b><u>Dates</u></b>
Kevin Anderson	School Coord. – CIS & Business	20%	08/08/14 – 05/19/15
LaNae Jaimez	School Coord. – Social & Behavioral Sciences	20%	08/08/14 – 05/19/15
Randall Robertson	School Coord. – Math & Science	20%	08/08/14 – 05/19/15
Michael Wylly	School Coord. – Liberal Arts	20%	08/08/14 – 05/19/15
Melissa Reeve	Basic Skills Coordinator	40%	Extend to 05/31/15
Glenn Burgess	Nursing Program Assistant Director/Coordinator	40%	Extend to 05/31/15
Joshua Scott	BSI English/Humanities Coordinator	20%	Ends on 12/16/14

**GRATUITOUS SERVICE**

<b><u>School/Department</u></b>	<b><u>Name</u></b>	<b><u>Assignment</u></b>
Children's Program	Mary Howard	Preschool Classroom Volunteer from 04/28/14 to 06/30/14

**RESIGNATIONS**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Angela Cariglio	Administrative Assistant IV	05/16/14
Bruce Petersen	Associate Vice President, Human Resources	04/30/14

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

4/24/2014	Vendor Payment	2511053927-2511053992	\$182,344.66
4/25/2014	Vendor Payment	2511053993-2511054014	\$3,142.10
4/28/2014	Vendor Payment	2511054015-2511054020	\$141,879.40
4/28/2014	Vendor Payment	2511054121-2511054125	\$116,041.97
4/29/2014	Vendor Payment	2511054126	\$23,917.33
4/29/2014	Vendor Payment	2511054127-2511054280	\$962,061.75
5/05/2014	Vendor Payment	2511054281-2511054284	\$31,336.66
5/05/2014	Vendor Payment	2511054285	\$617,553.00
5/05/2014	Vendor Payment	2511054286-2511054291	\$100,876.36
5/05/2014	Vendor Payment	2511054292-2511054373	<u>\$190,786.49</u>
	<b>TOTAL</b>		<b>\$2,369,939.72</b>

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

Government Code: Board Policy: 3240 Estimated Fiscal Impact: \$2,369,939.72  
ECS 70902 & 81656

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Yulian Ligioso, Vice President  
Finance & Administration

PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

ADDRESS

707-864-7209

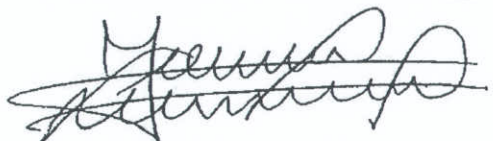
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

May 9, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

May 9, 2014

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



AGENDA ITEM 11. (e)  
MEETING DATE May 21, 2014

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

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

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**PERSONAL SERVICES AGREEMENTS**

**Student Services**  
**Shirley Lewis, J.D., Dean**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Paula Murphy	Provide customer service training to front line staff	May 14, 2014 – May 30, 2014	Not to exceed \$375.00

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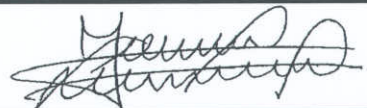
**Yulian I. Ligioso**

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Vice President, Finance and Administration

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May 9, 2014  
**Date Submitted**



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

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May 9, 2014  
**Date Approved**

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

**TO:** Members of the Governing Board

**SUBJECT:** RENEWAL AGREEMENT WITH SOLANO COUNTY  
FLEET MANAGEMENT FOR RENTAL OF VEHICLES

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested to renew the agreement with Solano County Fleet Management for vehicle rentals that include student transportation vans and police vehicles. The term of the agreement is from July 1, 2014 through June 30, 2017. The agreement includes all standard maintenance and most repair work, daily and short-term rental vehicles from the county motor pool as needed and upon request, as identified in Exhibit A. Exhibit B details the monthly and daily rates, as well as the mileage rates for each vehicle type that would be leased. The total cost to the District per fiscal year shall not exceed \$80,000.

Attached is a copy of the proposed renewal.

*Government Code:* *Board Policy: N/A* *Estimated Fiscal Impact: \$80,000.00*

**SUPERINTENDENT'S RECOMMENDATION:**

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

Yulian Ligioso, Vice President  
Finance & Administration

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

707-864-7209

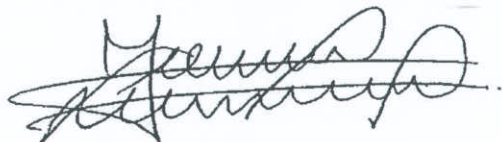
**TELEPHONE NUMBER**

Finance & Administration

**ORGANIZATION**

May 9, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

May 9, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**





**County of Solano  
Standard Performance Contract**

*For County Use Only*  
CONTRACT NUMBER:  
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Customer named below:

Solano Community College  
CUSTOMER'S NAME

2. The Term of this Contract is: July 1, 2014 through June 30, 2017

3. The maximum amount of this Contract is: \$80,000 per fiscal year

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on July 1, 2014.

<u>CUSTOMER</u>	<u>COUNTY OF SOLANO</u>
Solano Community College CUSTOMER'S NAME	AUTHORIZED SIGNATURE
 SIGNATURE	TITLE
 PRINTED NAME AND TITLE	675 Texas St., Ste. 6500 ADDRESS
400 Suisun Valley Road ADDRESS	Fairfield, CA 94533
Fairfield California 94534 CITY STATE ZIP CODE	CITY STATE ZIP CODE
	Approved as to Content:
	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	COUNTY COUNSEL

Rev. 1/09/08

**EXHIBIT A**  
**SCOPE OF WORK**

**COUNTY SHALL PROVIDE RENTAL VEHICLES TO CONTRACTOR UPON REQUEST IN ACCORDANCE WITH THE FOLLOWING TERMS:**

1. Replacement of marked patrol vehicles on a 9-year cycle at Contractor request. Replacement of all other light vehicles on a 9-year cycle at Contractor request. Replacement intervals are established by Contractor request without regard to vehicle usage.
2. County provided new patrol vehicles will be equipped with all standard police parts and special accessories as determined by Contractor (light bars, sirens, prisoner cages, decals, push bumpers, gun racks, etc.) except two-way communications equipment, computer equipment, and audio/video monitoring devices, which are supplied and installed at Contractor expense.
3. Preventive maintenance at 4,000-mile intervals for patrol vehicles. Standard vehicle preventive maintenance at 6,000-mile intervals. Service also includes safety inspections. County will endeavor to meet its goal of service completion within one day for preventive maintenance.
4. All non-accident or vandalism vehicle repairs. County will endeavor to meet its goal of repair completion within one day with the exception of major repairs, body damage, or factory warranty repairs.
5. County does not guarantee availability but will endeavor to provide loaner vehicles when possible when rental vehicles are out of service. The charge for loaner vehicles is only for miles traveled.
6. Towing of County provided cars to the nearest repair facility, except in the case of vandalism or accident damage.
7. Vehicle washing and cleaning at reasonable intervals as determined by the County. Contractor can utilize automatic vehicle washing at two sites in Fairfield, one site in Vacaville, and one site in Vallejo. Additionally, a wash-rack is available at the Heavy Equipment Shop in Fairfield where Contractor may hand-wash and vacuum the interior of large vehicles.
8. Daily and short-term rental vehicles from Solano County motor pool upon request when available.
9. Compliance with State, Federal, and/or local regulations regarding vehicle maintenance, safety, and registration.
10. Monthly billing and management of maintenance records.
11. Maintenance of other Contractor owned equipment on a time and materials basis as provided in Exhibit B. Mobile servicing and repair of heavy equipment is also available on a limited basis.



**B. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

1. Vandalism and accident repairs to County owned vehicles.
2. Replacement cost shortfall for total loss vehicles when class life replacement interval as established by contractor has not been reached.
3. Towing of County provided vehicles to the nearest repair facility for vandalism and accident repairs.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**SOLANO COMMUNITY COLLEGE**  
**FY 2014/15 VEHICLE RENTAL RATES**

**1. RATES**

**MONTHLY RENTALS\***

<u>VEHICLE TYPE</u>	<u>MONTHLY RATE</u>	<u>MILEAGE RATE*</u>
O3E-FULL SIZE CAR	\$353.00	\$0.25
09E-MINIVAN	\$295.00	\$0.16
10E-FULL SIZE VAN	\$314.00	\$0.21

\*DOES NOT INCLUDE FUEL

**DAILY RENTALS**

<u>VEHICLE TYPE</u>	<u>DAILY RATE</u>	<u>MILEAGE RATE</u>
O1-COMPACT	\$32.00	\$0.38
O2-INTERMEDIATE	\$36.00	\$0.41
O3-FULL SIZE	\$46.00	\$0.51
O5-COMPACT TRUCK	\$36.00	\$0.41
O6-1/2 TON TRUCK	\$38.00	\$0.45
O7-3/4 TON TRUCK	\$40.00	\$0.52
O8-4X4/SUV	\$57.00	\$0.54
O9-MINIVAN	\$40.00	\$0.52
10-FULL SIZE VAN	\$42.00	\$0.57
11-ONE TON TRUCK	\$45.00	\$0.57

**2. METHOD OF PAYMENT**

- A. Rental rates will be set for one-year periods commencing on July 1 of each succeeding fiscal year. Adjustments to the next year's rates will be reported to Contractor by February of each year. Monthly billings to Contractor are a combination of the monthly rate and the mileage rate per mile driven each month.
- B. Fleet Management shall send mileage reports to Customer on or about the 25<sup>th</sup> of each month. Mileage reports shall have a space provided to enter the current odometer reading of each vehicle. These odometer readings or the last mileage readings recorded in vehicle maintenance repair orders or at an automated County fuel site shall be used to determine the miles driven each month. Fleet Management shall use the most up-to-date of these three readings when billing.
- C. Mileage reports shall be returned to Fleet Management before the end of each month. Month end closing is the first business day of the month.
- D. Fleet Management shall submit a monthly bill in arrears for fees to Contractor for all expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, vehicles involved, dates of service and the accrued charges.
- E. Additional work per Contractor's request is billed at shop labor rate of \$100.00 per hour for fiscal year 2014-15. Materials for additional work are billed at County cost plus 20% handling.



**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. TIME**

Time is of the essence in all terms and conditions of this Contract.

**2. TERMINATION**

This Contract may be terminated by County or Customer, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

**3. SIGNATURE AUTHORITY**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

**4. WARRANTY**

A. Customer relies upon County's professional ability and training as a material inducement to enter into this Contract. County warrants that County will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws.

B. County further warrants that County possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, or permits, required to perform the work under this Contract.

**5. DEFAULT**

A. If either party defaults in its performance, the non-defaulting party shall promptly notify the defaulting party in writing. If the defaulting party fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and the defaulting party fails to commence to cure the default within 30 days after notification, then this Contract may be terminated with no further notice.

B. If this Contract is terminated because of default, the non-defaulting party shall be entitled to recover from the defaulting party all damages allowed by law.

**6. INDEMNIFICATION**

A. County agrees to indemnify and hold harmless Customer and its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of County, its employees or agents.

B. Customer agrees to indemnify and hold harmless County, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of Customer, its employees or agents.

**7. INSURANCE**

**A. Solano County**

i. County will maintain status as a legally self-insured public entity for general liability and will maintain a self-insured retention of ten thousand dollars (\$10,000), and primary insurance of one hundred thousand dollars (\$100,000) per occurrence through participation in the California State Association of Counties Excess Insurance Authority (CSAC-EIA) for all activities

provided by its employees. Excess liability coverage with limits to twenty-five million dollars (\$25,000,000) may be provided through participation in the CSAC-EIA. This insurance will be considered primary. County will provide evidence of such coverage to Customer and will name Customer as additional insured.

ii. County will maintain Workers' Compensation for all its employees. County represents that it is a legally self-insured public entity and maintains a self-insured retention of one hundred and twenty-five thousand dollars (\$125,000) and a one hundred and fifty million dollar (\$150,000,000) limit with excess coverage through participation in the CSAC-EIA. County will provide evidence of such coverage to Customer. No Customer insurance shall be called upon to satisfy any County claim for workers' compensation.

**B. Customer**

i. Customer will maintain status as a legally self-insured public entity for general liability and will maintain a self-insured retention of three hundred thousand dollars (\$300,000) per occurrence and six hundred thousand (\$600,000) in the aggregate for all activities provided by its employees. Excess liability coverage with limits to twenty-five million dollars (\$25,000,000) may be provided. This insurance will be considered primary. Customer will provide evidence of such coverage to Customer and will name Customer as additional insured.

ii. Customer will maintain Workers' Compensation for all its employees. Customer represents that it is a legally self-insured public entity and maintains a self-insured retention of one hundred and twenty-five thousand dollars (\$125,000) and two million dollar (\$150,000,000) limit with excess coverage through participation in the CSAC-EIA. Customer will provide evidence of such coverage to County. No County insurance shall be called upon to satisfy any County claim for workers' compensation

**8. INDEPENDENT CUSTOMER**

A. The parties mutually understand that this Contract is by and between two independent Customers and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. As an independent contractor, County is not subject to the direction and control of Customer except as to the final result contracted for under this Contract. Customer may not require County to change County's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. County may provide services to others during the same period County provides service to Customer under this Contract.

**9. COMPLIANCE WITH LAW**

Both parties shall comply with all federal, state and local laws and regulations applicable to its respective performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

**10. CONFLICT OF INTEREST**

A. Both parties warrant that its employees and/or their immediate families and/or elected boards and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Contract.



**11. INSPECTION AND AUDIT**

Authorized representatives of Customer, the state and/or the federal government may inspect and/or audit County's performance, place of business and/or records pertaining to this Contract during reasonable business hours.

**12. NONDISCRIMINATION**

A. In rendering services under this Contract, both parties shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, neither party shall discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

**13. UNFORESEEN CIRCUMSTANCES**

County is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond County's reasonable control, provided County gives written notice to Customer of the cause of the delay within 10 days of the start of the delay.

**14. NOTICE**

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the Standard Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**15. CHANGES AND AMENDMENTS**

A. County may request changes in Customer's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Customer's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

**16. CHOICE OF LAW**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

**17. WAIVER**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a



termination of that right, under this Contract or any provision of this Contract.

**18. CONFLICTS IN THE CONTRACT DOCUMENTS**

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service shall supersede any inconsistent version of these documents.

**19. EXECUTION IN COUNTERPARTS**

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

**20. ENTIRE CONTRACT**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Customer other than those contained.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**1. CONTRACT EXTENSION**

Notwithstanding Section 2 of the Standard Contract, and unless terminated by either party prior to June 30, 2017, this Agreement shall be automatically extended from July 1, 2017 through September 30, 2017 to allow for continuation of services and sufficient time to complete a renovation or renewal contract.



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION APPOINTING OFFICIAL  
REPRESENTATIVE AND ALTERNATE  
REPRESENTATIVE TO THE NORTHERN CALIFORNIA  
COMMUNITY COLLEGES SELF-INSURANCE  
AUTHORITY, RESOLUTION NO. 13/14-23

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested for Resolution 13/14-23 for the District to appoint official representatives to the Northern California Community Colleges Self-Insurance Authority (NCCC-SIA). The NCCC-SIA is a joint powers authority and it is through the NCCC-SIA that the District has its workers' compensation, property, and liability insurance coverage. According to its Bylaws, each member district has a representative who attends quarterly meetings and has voting privileges as a member of the board. The designated primary representative is Yulian Ligioso, Vice President of Finance and Administration, and the alternate representative is Rachel Ancheta, Human Resources Generalist.

*Government Code:*

*Board Policy:*

*Estimated Fiscal Impact: N/A*

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Yulian Ligioso, Vice President  
Finance & Administration

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

707-864-7209

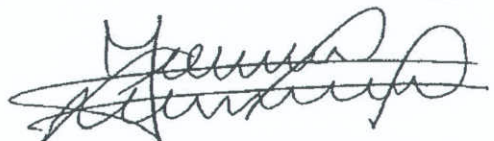
**TELEPHONE NUMBER**

Finance & Administration

**ORGANIZATION**

May 9, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

May 9, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION APPOINTING OFFICIAL REPRESENTATIVE  
AND ALTERNATE REPRESENTATIVE TO THE  
NORTHERN CALIFORNIA COMMUNITY COLLEGES  
SELF-INSURANCE AUTHORITY**

**RESOLUTION NO. 13/14-23**

**WHEREAS**, Solano Community College District is a member of the Northern California Community Colleges Self-Insurance Authority;

**WHEREAS**, Northern California Community Colleges Self-Insurance Authority entitles each member district to have a representative attend all meetings of the Board of Directors;

**WHEREAS**, The Bylaws of the Northern California Community Colleges Self-Insurance Authority entitles each member district to appoint this representative; and

**WHEREAS**, The Bylaws of the Northern California Community Colleges Self-Insurance Authority entitles each member of the Authority to designate his/her alternate; now therefore be it

**RESOLVED**, That Yulian Ligioso, Vice President of Finance and Administration, is hereby appointed as Official Representative, and Rachel Ancheta, Human Resources Generalist, is hereby appointed as Official Alternate for Solano Community College District to attend the Northern California Community Colleges Self-Insurance Authority meetings.

**PASSED AND ADOPTED**, This 21<sup>st</sup> day of May 2014 by the Governing Board of the Solano Community College District.

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PAM KEITH, BOARD PRESIDENT

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JOWEL C. LAGUERRE, Ph.D., SECRETARY



AGENDA ITEM 11. (h)  
MEETING DATE May 21, 2014

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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTION TO RATIFY LEASE AGREEMENT FOR THE  
AUTOTECH PROGRAM AT 1301 GEORGIA STREET IN  
VALLEJO, CALIFORNIA, RESOLUTION NO. 13/14-24**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Board ratification is requested for a resolution regarding the lease agreement for the Auto Technology program swing space as previously approved by the Board on January 15, 2014 [Item 12 (d)]. This space will serve as a temporary teaching space for the program during the design and construction of the new Auto Technology building.

This lease agreement is for a total of \$887,768, including rent payments. This is an increase to the previously approved lease by the amount of \$139,072. The increase is due to instructional equipment purchases by the landlord at the District's request and additional scope requests by the Vallejo Planning Department to meet code and other city requirements. Kitchell CEM reviewed the proposed increase and determined that the increase is justified. A separate bid for the additional scope would have delayed the start of instruction, and the arrangement with Armijo High School (where the program was housed) had expired.

*Government Code: EC 81142 Board Policy: Estimated Fiscal Impact: \$887,768 Measure Q Funds  
EC 81521(a), 81523, 81524  
BOT 2013-14 GOALS: #3*

**SUPERINTENDENT'S RECOMMENDATION:**

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

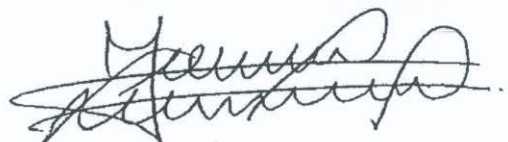
Leigh Sata  
Executive Bonds Manager  
**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534  
**ADDRESS**

(707) 863-7855  
**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

May 9, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

May 9, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO RATIFY LEASE AGREEMENT FOR THE AUTOTECH  
PROGRAM AT 1301 GEORGIA STREET IN VALLEJO, CALIFORNIA**

**RESOLUTION NO. 13/14-24**

**WHEREAS**, The District intends to enter into a lease agreement to provide a swing space location for the Autotech Program at 1301 Georgia Street, Vallejo, California. This space will serve as a temporary teaching space for the Automotive Program during the design and construction of the new Auto Technology building. It will also allow for expansion of the program as to date it was operating from a limited temporary location provided by Armijo High School;

**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 has utilized the exception to allow for the "temporary use of buildings" for the Autotech Program at 1301 Georgia Street, Vallejo California 94590; and

**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;

**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.

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO RATIFY LEASE AGREEMENT FOR THE AUTOTECH  
PROGRAM AT 1301 GEORGIA STREET IN VALLEJO, CALIFORNIA**

**RESOLUTION NO. 13/14-24**

**(Continuing–Page 2)**

**PASSED AND ADOPTED**, This 21<sup>st</sup> day of May 2014, by the Governing Board of the Solano  
Community College District.

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PAM KEITH  
BOARD PRESIDENT

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JOWEL C. LAGUERRE, Ph.D.  
SECRETARY





# AIR COMMERCIAL REAL ESTATE ASSOCIATION STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - NET

## 1 Basic Provisions ("Basic Provisions")

1.1 Parties: This Lease ("Lease"), dated for reference purposes only February 1, 2014  
is made by and between Evergreen Cemetary Association, a California Non-Profit Corporation  
(**"Lessor"**)  
and Solano Community College District

(**"Lessee"**) (collectively the **"Parties"** or individually a **"Party"**)  
1.2(a) Premises: That certain portion of the Project (as defined below) including all improvements therein or to be provided by Lessor under the terms of this Lease commonly known by the street address of 1301 Georgia St  
located in the City of Vallejo County of Solano, State of \_\_\_\_\_  
with zip code 94590 as outlined on Exhibit \_\_\_\_\_ attached hereto (**"Premises"**)  
and generally described as (describe briefly the nature of the Premises): 16,144 square feet commercial/automotive building with parking (site plan attached)

In addition to Lessee's rights to use and occupy the Premises as hereinafter specified Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises (**"Building"**) and to the common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon are herein collectively referred to as the **"Project."** (See also Paragraph 2)

1.2(b) Parking: All onsite spaces unreserved vehicle parking spaces. (See also Paragraph 2.6)  
1.3 Term: 3 years and 0 months (**"Original Term"**)  
commencing February 1, 2014 (**"Commencement Date"**) and ending January 31, 2017  
(**"Expiration Date"**) (See also Paragraph 3)

1.4 ~~Early Possession: If the Premises are available Lessee may have non-exclusive possession of the Premises commencing~~  
(**"Early Possession Date"**).  
(See also Paragraphs 3.2 and 3.3)

1.5 Base Rent: \$ 8,072.00 per month (**"Base Rent"**), payable on the 1st  
day of each month commencing at issuance of Certificate of Occupancy from City (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted See Paragraph Addendum

1.6 ~~Lessee's Share of Common Area Operating Expenses: \_\_\_\_\_ percent (\_\_\_\_%) ("Lessee's Share").~~  
In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

## 1.7 Base Rent and Other Monies Paid Upon Execution:

- (a) Base Rent: \$ 8,072.00 for the period first twelve (12) months
- (b) Common Area Operating Expenses: \$ \_\_\_\_\_ for the period \_\_\_\_\_
- (c) Security Deposit: \$ 8,072.00 (**"Security Deposit"**) (See also Paragraph 5) To be non-refundable
- (d) Other: \$ \_\_\_\_\_ for \_\_\_\_\_

(e) Total Due Upon Execution of this Lease: \$ 16,144.00

1.8 Agreed Use: The property shall be used for teaching automotive classes about automotive repair (and similar related courses) and no other purposes without Landlord's prior written approval. (See also Paragraph 6)

1.9 Insuring Party Lessor is the **"Insuring Party"** (See also Paragraph 8)

1.10 Real Estate Brokers: (See also Paragraph 15 and 25)

INITIALS



(a) **Representation:** The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction (check applicable boxes):

☒ Frederick M. Sessler \_\_\_\_\_ represents Lessor exclusively ("Lessor's Broker");  
☒ Dutra Cerro Graden Commercial \_\_\_\_\_ represents Lessee exclusively ("Lessee's Broker"); or  
☐ \_\_\_\_\_ represents both Lessor and Lessee ("Dual Agency").

(b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers for the brokerage services rendered by the Brokers the fee agreed to in the attached a separate written agreement or if no such agreement is attached, the sum of \_\_\_\_\_ or \_\_\_\_\_ % of the total Base Rent payable for the Original Term, the sum of \_\_\_\_\_ or \_\_\_\_\_ of the total Base Rent payable during any period of time that the Lessee occupies the Premises subsequent to the Original Term, and/or the sum of \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price in the event that the Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by \_\_\_\_\_ ("Guarantor"). (See also Paragraph 3.7)

1.12 **Attachments** Attached hereto are the following all of which constitute a part of this Lease:

☒ an Addendum consisting of Paragraphs 1 \_\_\_\_\_ through 9 \_\_\_\_\_ ;  
☐ a site plan depicting the Premises;  
☐ a site plan depicting the Project;  
☐ a current set of the Rules and Regulations for the Project;  
☐ a current set of the Rules and Regulations adopted by the owners' association;  
☐ a Work Letter;  
☒ other (specify); Please see Appendix A

## 2 Premises

2.1 **Letting** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises for the term at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition** Lessor shall deliver that portion of the Premises contained within the Building ("Unit") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date whichever first occurs ("Start Date") and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date warrants that the existing electrical, plumbing fire sprinkler, lighting, heating ventilating and air conditioning systems ("HVAC") loading doors sump pumps, if any, and all other such elements in the Unit other than those constructed by Lessee shall be in good operating condition on said date that the structural elements of the roof bearing walls and foundation of the Unit shall be free of material defects and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall as Lessor's sole obligation with respect to such matter except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance malfunction or failure rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period correction of any such non-compliance malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof foundations and/or bearing walls - see Paragraph 7). Lessor also warrants that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance** Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes applicable laws covenants or restrictions of record regulations and ordinances ("Applicable Requirements") that were in effect at the time that each improvement, or portion thereof was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 4.9) or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are



hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit Premises and/or Building the remediation of any Hazardous Substance or the reinforcement or other physical modification of the Unit, Premises and/or Building ("Capital Expenditure") Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2 3(c) below if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof provided however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent Lessee may instead terminate this Lease unless Lessor notifies Lessee in writing within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent If Lessee elects termination Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall however in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as governmentally mandated seismic modifications) then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof on the date that on which the Base Rent is due an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises Lessee shall pay Interest on the balance but may prepay its obligation at any time If, however such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure If Lessor does not elect to terminate and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same with Interest, from Rent until Lessor's share of such costs have been fully paid If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor

(c) Notwithstanding the above the provisions concerning Capital Expenditures are intended to apply only to non-voluntary unexpected and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use change in intensity of use or modification to the Premises then and in that event Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure or (ii) complete such Capital Expenditure at its own expense Lessee shall not have any right to terminate this Lease

2.4 **Acknowledgements** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems security environmental aspects and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease In addition Lessor acknowledges that: (i) Brokers have made no representations promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants

2.5 **Lessee as Prior Owner/Occupant** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises In such event Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking** Lessee shall be entitled to use the all number of parking spaces specified in Paragraph 1 2(b) ~~on these portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number.~~ Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks herein called "**Permitted Size Vehicles**." Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9 No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers shippers customers contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities

(b) Lessee shall not service or store any vehicles in the Common Areas

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6 then Lessor shall have the right, without notice in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

~~2.7 **Common Areas - Definition.** The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from~~



time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

~~2.8 Common Areas Lessee's Rights. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.~~

~~2.9 Common Areas Rules and Regulations. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.~~

~~2.10 Common Areas Changes. Lessor shall have the right, in Lessor's sole discretion, from time to time:~~

~~(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;~~

~~(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;~~

~~(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;~~

~~(d) To add additional buildings and improvements to the Common Areas;~~

~~(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and~~

~~(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.~~

### 3 Term

3.1 **Term** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If despite said efforts Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee in writing.

3.4 **Lessee Compliance** Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

  
INITIALS



4 Rent

4.1 **Rent Defined** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent")

4.2 **Common Area Operating Expenses.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) **"Common Area Operating Expenses"** are defined, for purposes of this Lease, as all costs incurred by Lessor relating to the ownership and operation of the Project, including, but not limited to, the following:

(i) The operation, repair and maintenance, in neat, clean, good order and condition, and if necessary the replacement, of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owners' association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(v) Real Property Taxes (as defined in Paragraph 10).

(vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12-year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States without offset or deduction (except as specifically permitted in this Lease) on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of

  
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Lessor's rights to the balance of such Rent regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor at its option may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

**5 Security Deposit** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor for Rents which will be due in the future, and/or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary in Lessor's reasonable judgment to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. ~~Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.~~

**6 Use**

**6.1 Use** Lessee shall use and occupy the Premises only for the Agreed Use or any other legal use which is reasonably comparable thereto and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

**6.2 Hazardous Substances**

**(a) Reportable Uses Require Consent** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank; (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with any governmental authority; and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

**(b) Duty to Inform Lessor** If Lessee knows or has reasonable cause to believe that a Hazardous Substance has come to be located in, on, under or about the Premises other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

**(c) Lessee Remediation** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all

  
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Applicable Requirements and take all investigatory and/or remedial action reasonably recommended whether or not formally ordered or required for the cleanup of any contamination of, and for the maintenance security and/or monitoring of the Premises or neighboring properties that was caused or materially contributed to by Lessee or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease by or for Lessee or any third party

(d) **Lessee Indemnification.** Lessee shall indemnify defend and hold Lessor its agents employees lenders and ground lessor if any harmless from and against any and all loss of rents and/or damages liabilities judgments claims expenses penalties and attorneys' and consultants fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee or any third party (provided however that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee) Lessee's obligations shall include, but not be limited to the effects of any contamination or injury to person property or the environment created or suffered by Lessee, and the cost of investigation removal remediation restoration and/or abatement and shall survive the expiration or termination of this Lease No termination cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement

(e) **Lessor Indemnification** Except as otherwise provided in paragraph 8.7 Lessor and its successors and assigns shall indemnify defend reimburse and hold Lessee, its employees and lenders harmless from and against any and all environmental damages including the cost of remediation which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor its agents or employees. Lessor's obligations as and when required by the Applicable Requirements shall include but not be limited to the cost of investigation, removal, remediation restoration and/or abatement and shall survive the expiration or termination of this Lease

(f) **Investigations and Remediations** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including 'Alterations' as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment Lessee shall cooperate fully in any such activities at the request of Lessor including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities

(g) **Lessor Termination Option** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13) Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required as soon as reasonably possible at Lessor's expense in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination

6.3 **Lessee's Compliance with Applicable Requirements** Except as otherwise provided in this Lease Lessee shall at Lessee's sole expense fully diligently and in a timely manner, materially comply with all Applicable Requirements the requirements of any applicable fire insurance underwriter or rating bureau and the recommendations of Lessor's engineers and/or consultants which relate in any manner to such Requirements without regard to whether said Requirements are now in effect or become effective after the Start Date Lessee shall within 10 days after receipt of Lessor's written request provide Lessor with copies of all permits and other documents and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim notice citation warning complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises

6.4 **Inspection; Compliance** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time in the case of an emergency and otherwise at reasonable times after reasonable notice for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease The cost of any such inspections shall be paid by Lessor unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1) is found to exist or be imminent or the inspection is requested or ordered by a governmental authority In such case Lessee shall upon request reimburse Lessor for the cost of such inspection so long as such inspection is reasonably related to the violation or contamination In addition, Lessee shall provide copies of all relevant material safety data

  
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sheets (MSDS) to Lessor within 10 days of the receipt of written request therefor

**7 Maintenance; Repairs, Utility Installations; Trade Fixtures and Alterations**

**7.1 Lessee's Obligations**

(a) **In General** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction) and 14 (Condemnation) Lessee shall at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located) and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts** Lessee shall, at Lessee's sole expense, procure and maintain contracts with copies to Lessor in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency in which case no notice shall be required) to perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties, and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one and the denominator of which is 144 (i.e., 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time.

**7.2 Lessor's Obligations** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), ~~4.2 (Common Area Operating Expenses), 6 (Use)~~, 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls, nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

**7.3 Utility Installations; Trade Fixtures; Alterations**

(a) **Definitions** The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent** Any improvements or alterations to be reviewed and approved by Lessee and upon approval to be performed by SML and billed on a monthly basis. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 months' Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be

  
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deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay when due all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises which claims are or may be secured by any mechanic's or materialman's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in on or about the Premises and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien claim or demand then Lessee shall at its sole expense defend and protect itself Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

#### 7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided all Alterations and Utility Installations made by Lessee shall be the property of Lessee but considered a part of the Premises. Lessor may at any time elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris and in good operating order condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Project) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

#### 8 Insurance; Indemnity

8.1 **Payment of Premiums.** The cost of the premiums for the insurance policies required to be carried by ~~Lessee~~ Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b) ~~shall be a Common Area Operating Expense.~~ Premiums for policy periods commencing prior to or extending beyond the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

#### 8.2 Liability Insurance

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury personal injury and property damage based upon or arising out of the ownership use occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations but shall include coverage for liability assumed under this Lease as an **insured contract** for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a) in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

  
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8 3 **Property Insurance - Building, Improvements and Rental Value**

(a) **Building and Improvements** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor with loss payable to Lessor any ground-lessor and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises as the same shall exist from time to time or the amount required by any Lender but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender) including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U S Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause the deductible amount shall not exceed \$5,000 per occurrence.

(b) **Rental Value** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value Insurance") Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee for the next 12 month period.

(c) **Adjacent Premises** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts omissions use or occupancy of the Premises.

(d) **Lessee's Improvements** Since Lessor is the Insuring Party Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8 4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a ☐Waiver of Subrogation☐Endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8 5.

(d) **No Representation of Adequate Coverage** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property business operations or obligations under this Lease.

8 5 **Insurance Policies** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide" or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it the other Party may but shall not be required to procure and maintain the same.

8 6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee as the case may be so long as the insurance is not invalidated thereby.

8 7 **Indemnity** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify protect defend and hold harmless the Premises Lessor and its agents Lessor's master or ground lessor partners and Lenders from and against any and all claims, loss of rents and/or damages liens judgments penalties attorneys' fees, expenses and/or liabilities arising out of, involving, or in connection with the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

  
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8.8 **Exemption of Lessor and its Agents from Liability** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods wares merchandise or other property of Lessee, Lessee's employees contractors invitees customers or any other person in or about the Premises whether such damage or injury is caused by or results from fire steam electricity gas water or rain indoor air quality the presence of mold or from the breakage leakage obstruction or other defects of pipes, fire sprinklers wires appliances plumbing HVAC or lighting fixtures or from any other cause whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building or from other sources or places (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project or (iii) injury to Lessee's business or for any loss of income or profit therefrom Instead it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease the extent of which will be extremely difficult to ascertain Accordingly for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee by an amount equal to 10% of the then existing Base Rent or \$100 whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease

9 **Damage or Destruction**

9.1 **Definitions**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises other than Lessee Owned Alterations and Utility Installations which can reasonably be repaired in 3 months or less from the date of the damage or destruction and the cost thereof does not exceed a sum equal to 6 month's Base Rent Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises other than Lessee Owned Alterations and Utility Installations and Trade Fixtures which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto including demolition debris removal and upgrading required by the operation of Applicable Requirements and without deduction for depreciation

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance in on or under the Premises which requires restoration

9.2 **Partial Damage - Insured Loss** If a Premises Partial Damage that is an Insured Loss occurs then Lessor shall at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided however that Lessee shall at Lessor's election make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose Notwithstanding the foregoing if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs In the event however such shortage was due to the fact that by reason of the unique nature of the improvements full replacement cost insurance coverage was not commercially reasonable and available Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor If Lessor receives said funds or adequate assurance thereof within said 10 day period the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect If such funds or assurance are not received Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect or (ii) have this Lease terminate 30 days thereafter Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3 notwithstanding that there may be some insurance coverage but the net proceeds of any such insurance shall be made available for the repairs if made by either Party

9.3 **Partial Damage - Uninsured Loss** If a Premises Partial Damage that is not an Insured Loss occurs unless caused by a



negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense) Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense in which event this Lease shall continue in full force and effect or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

**9.4 Total Destruction** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

**9.5 Damage Near End of Term** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

**9.6 Abatement of Rent; Lessee's Remedies**

(a) **Abatement** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

**9.7 Termination; Advance Payments** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been or is not then required to be used by Lessor.

**10 Real Property Taxes**

**10.1 Definition** As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project. Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to a change in the ownership of the Project; (ii) a change in the improvements thereon; and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

**10.2 Payment of Taxes** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

~~**10.3 Additional Improvements** Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the~~

  
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exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

~~10.4 Joint Assessment. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.~~

**10.5 Personal Property Taxes** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations Trade Fixtures furnishings equipment and all personal property of Lessee contained in the Premises When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations Trade Fixtures furnishings equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property

**11 Utilities and Services** Lessee shall pay for all water gas heat light power telephone trash disposal and other utilities and services supplied to the Premises together with any taxes thereon Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy stoppage interruption or discontinuance of any utility or service due to riot, strike labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

**12 Assignment and Subletting**

**12.1 Lessor's Consent Required**

(a) Lessee shall not voluntarily or by operation of law assign transfer mortgage or encumber (collectively "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent The transfer on a cumulative basis of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale acquisition financing transfer leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction whichever was or is greater shall be considered an assignment of this Lease to which Lessor may withhold its consent "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall at Lessor's option be a Default curable after notice per Paragraph 13.1(c) or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach Lessor may either: (i) terminate this Lease or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect Further in the event of such Breach and rental adjustment (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested

(g) Notwithstanding the foregoing allowing a de minimis portion of the Premises, ie 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting

**12.2 Terms and Conditions Applicable to Assignment and Subletting**

(a) Regardless of Lessor's consent no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease (ii) release Lessee of any obligations hereunder or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach

  
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(c) Lessor's consent to any assignment or subletting shall not constitute consent to any subsequent assignment or subletting

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee without first exhausting Lessor's remedies against any other person or entity responsible therefore to Lessor, or any security held by Lessor

(e) Each request for consent to an assignment or subletting shall be in writing accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee including but not limited to the intended use and/or required modification of the Premises, if any together with a fee of \$500 as consideration for Lessor's considering and processing said request Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested (See also Paragraph 36)

(f) Any assignee of or sublessee under this Lease shall, by reason of accepting such assignment entering into such sublease or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term covenant condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing (See Paragraph 39 2)

**12.3 Additional Terms and Conditions Applicable to Subletting** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided however that until a Breach shall occur in the performance of Lessee's obligations Lessee may collect said Rent In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee Lessor shall not by reason of the foregoing or any assignment of such sublease nor by reason of the collection of Rent be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee Lessee hereby irrevocably authorizes and directs any such sublessee upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists notwithstanding any claim from Lessee to the contrary

(b) In the event of a Breach by Lessee Lessor may at its option require sublessee to attorn to Lessor in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided however Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period if any specified in such notice The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee

### **13 Default; Breach; Remedies**

**13.1 Default; Breach** A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms covenants, conditions or Rules and Regulations under this Lease A "Breach" is defined as the occurrence of one or more of the following Defaults and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof or without providing reasonable assurances to minimize potential vandalism

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder whether to Lessor or to a third party when due to provide reasonable evidence of insurance or surety bond or to fulfill any obligation under this Lease which endangers or threatens life or property where such failure continues for a period of 3 business days following written notice to Lessee THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance and/or an illegal activity on the Premises by Lessee where such actions continue for a period of 3 business days following written notice to Lessee

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements (v) a requested

  
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subordination, (vi) evidence concerning any guaranty and/or Guarantor (vii) any document requested under Paragraph 41 (viii) material data safety sheets (MSDS) or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease where any such failure continues for a period of 10 days following written notice to Lessee

(e) A Default by Lessee as to the terms covenants conditions or provisions of this Lease or of the rules adopted under Paragraph 2.9 hereof other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease where such seizure is not discharged within 30 days; provided however in the event that any provision of this subparagraph is contrary to any applicable law such provision shall be of no force or effect and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis and Lessee's failure, within 60 days following written notice of any such event to provide written alternative assurance or security which, when coupled with the then existing resources of Lessee equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

**13.2 Remedies** If Lessee fails to perform any of its affirmative duties or obligations within 10 days after written notice (or in case of an emergency without notice) Lessor may at its option perform such duty or obligation on Lessee's behalf including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach Lessor may with or without further notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom including but not limited to the cost of recovering possession of the Premises, expenses of reletting including necessary renovation and alteration of the Premises reasonable attorneys' fees and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due in which event Lessee may sublet or assign subject only to reasonable limitations. Acts of maintenance, efforts to relet and/or the appointment of a receiver to protect the Lessor's interests shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

**13.3 Inducement Recapture** Any agreement for free or abated rent or other charges or for the giving or paying by Lessor to or for



Lessee of any cash or other bonus inducement or consideration for Lessee's entering into this Lease all of which concessions are hereinafter referred to as "**Inducement Provisions**" shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms covenants and conditions of this Lease Upon Breach of this Lease by Lessee any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect and any rent other charge bonus inducement or consideration theretofore abated given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance

**13.4 Late Charges** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease the exact amount of which will be extremely difficult to ascertain Such costs include but are not limited to processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender Accordingly if any Rent shall not be received by Lessor within 5 days after such amount shall be due then, without any requirement for notice to Lessee Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount nor prevent the exercise of any of the other rights and remedies granted hereunder In the event that a late charge is payable hereunder whether or not collected for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance

**13.5 Interest** Any monetary payment due Lessor hereunder other than late charges not received by Lessor when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law Interest is payable in addition to the potential late charge provided for in Paragraph 13.4

**13.6 Breach by Lessor**

(a) **Notice of Breach** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor and any Lender whose name and address shall have been furnished Lessee in writing for such purpose of written notice specifying wherein such obligation of Lessor has not been performed; provided however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure provided however that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset Lessee shall document the cost of said cure and supply said documentation to Lessor

**14 Condemnation** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**") this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession whichever first occurs If more than 10% of the floor area of the Unit or more than 25% of the parking spaces is taken by Condemnation Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession If Lessee does not terminate this Lease in accordance with the foregoing this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation Condemnation awards and/or payments shall be the property of Lessor whether such award shall be made as compensation for diminution in value of the leasehold the value of the part taken or for severance damages; provided however that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses loss of business goodwill and/or Trade Fixtures without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph All Alterations and Utility Installations made to the Premises by Lessee for purposes of Condemnation only shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor In the event that this Lease is not terminated by reason of the Condemnation Lessor shall repair any damage to the Premises caused by such Condemnation

~~15. Brokerage Fees.~~

~~15.1 Additional Commission.~~ In addition to the payments owed pursuant to Paragraph 1.10 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.

~~15.2 Assumption of Obligations.~~ Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to

  
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pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

~~15.3 Representations and Indemnities of Broker Relationships. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.~~

**16 Estoppel Certificates**

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association plus such additional information confirmation and/or statements as may be reasonably requested by the Requesting Party

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party (ii) there are no uncured defaults in the Requesting Party's performance and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate In addition Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder

(c) If Lessor desires to finance, refinance, or sell the Premises or any part thereof Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth

**17 Definition of Lessor** The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease of the Lessee's interest in the prior lease In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor Upon such transfer or assignment and delivery of the Security Deposit as aforesaid the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor Subject to the foregoing the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined

**18 Severability** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof

**19 Days** Unless otherwise specifically indicated to the contrary the word "**days**" as used in this Lease shall mean and refer to calendar days

**20 Limitation on Liability** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor or its partners members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners members directors officers or shareholders or any of their personal assets for such satisfaction.

**21 Time of Essence** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease

**22 No Prior or Other Agreements; Broker Disclaimer** This Lease contains all agreements between the Parties with respect to any matter mentioned herein and no other prior or contemporaneous agreement or understanding shall be effective Lessor and Lessee each represents and warrants to the Brokers that it has made and is relying solely upon, its own investigation as to the nature quality character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party

**23 Notices**

**23.1 Notice Requirements** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in

  
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person (by hand or by courier) or may be sent by regular, certified or registered mail or U S Postal Service Express Mail with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

**23 2 Date of Notice** Any notice sent by registered or certified mail return receipt requested, shall be deemed given on the date of delivery shown on the receipt card or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient) provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

**24 Waivers**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent or similar act by Lessee or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

**25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) **Lessor's Agent** A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) **Lessee's Agent** An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations: To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) **Agent Representing Both Lessor and Lessee** A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty, and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any Default or Breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the

  
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Start Date and that the liability (including court costs and attorneys' fees) of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided however that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential

26 **No Right To Holdover** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee

27 **Cumulative Remedies** No remedy or election hereunder shall be deemed exclusive but shall wherever possible, be cumulative with all other remedies at law or in equity

28 **Covenants and Conditions; Construction of Agreement** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole as if both Parties had prepared it

29 **Binding Effect; Choice of Law** This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located

30 **Subordination; Attornment; Non-Disturbance**

30.1 **Subordination** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device") now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment** In the event that Lessor transfers title to the Premises or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof or at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner

30.3 **Non-Disturbance** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease including any options to extend the term hereof will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall if requested by Lessee use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days then Lessee may, at Lessee's option directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement

30.4 **Self-Executing** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however that upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31 **Attorneys' Fees** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action or appeal thereon shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include without limitation a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation)

  
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32. **Lessor's Access; Showing Premises; Repairs** Lessor and Lessor's agents shall have the right to enter the Premises at any time in the case of an emergency and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants and making such alterations repairs improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities services pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises All such activities shall be without abatement of rent or liability to Lessee

33 **Auctions** Lessee shall not conduct nor permit to be conducted any auction upon the Premises without Lessor's prior written consent Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction

34 **Signs** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof Except for ordinary "For Sublease" signs which may be placed only on the Premises Lessee shall not place any sign upon the Project without Lessor's prior written consent All signs must comply with all Applicable Requirements

35 **Termination; Merger** Unless specifically stated otherwise in writing by Lessor the voluntary or other surrender of this Lease by Lessee the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee shall automatically terminate any sublease or lesser estate in the Premises; provided however that Lessor may elect to continue any one or all existing subtenancies Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest shall constitute Lessor's election to have such event constitute the termination of such interest

36 **Consents** Except as otherwise provided herein wherever in this Lease the consent of a Party is required to an act by or for the other Party such consent shall not be unreasonably withheld or delayed Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of or response to a request by Lessee for any Lessor consent including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor Lessors consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request

37 **Guarantor.**

37.1 **Execution** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association

37.2 **Default** It shall constitute a Default of the Lessee if any Guarantor fails or refuses upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect

38. **Quiet Possession** Subject to payment by Lessee of the Rent and performance of all of the covenants conditions and provisions on Lessee's part to be observed and performed under this Lease Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof

39 **Options** If Lessee is granted any option, as defined below then the following provisions shall apply

39.1 **Definition "Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting

39.3 **Multiple Options** In the event that Lessee has any multiple Options to extend or renew this Lease a later Option cannot be exercised unless the prior Options have been validly exercised

39.4 **Effect of Default on Options**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a)

(c) An Option shall terminate and be of no further force or effect notwithstanding Lessee's due and timely exercise of the Option if, after such exercise and prior to the commencement of the extended term or completion of the purchase (i) Lessee fails to pay Rent for a

  
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period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease

40 **Security Measures** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures and that Lessor shall have no obligation whatsoever to provide same Lessee assumes all responsibility for the protection of the Premises Lessee its agents and invitees and their property from the acts of third parties.

41 **Reservations** Lessor reserves the right: (i) to grant without the consent or joinder of Lessee, such easements rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions and (iii) to create and/or install new utility raceways so long as such easements rights dedications, maps, restrictions and utility raceways do not unreasonably interfere with the use of the Premises by Lessee Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights

42 **Performance Under Protest** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment

43 **Authority; Multiple Parties; Execution**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf Each Party shall within 30 days after request deliver to the other Party satisfactory evidence of such authority

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease or other document ancillary thereto and bind all of the named Lessees and Lessor may rely on the same as if all of the named Lessees had executed such document

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument

44 **Conflict** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions

45 **Offer** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party This Lease is not intended to be binding until executed and delivered by all Parties hereto

46 **Amendments** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification As long as they do not materially change Lessee's obligations hereunder Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises

47 **Waiver of Jury Trial** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT

48 **Arbitration of Disputes** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease

☐ is ☒ is not attached to this Lease.

49 **Accessibility; Americans with Disabilities Act**

(a) The Premises: ☒ have not undergone an inspection by a Certified Access Specialist (CASp) ☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq ☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq

(b) Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

  
INITIALS

PAGE 21 OF 23

INITIALS



## Appendix A

**TOXIC AND HAZARDOUS WASTE.** Prior to Landlord acquiring Property, the Property had been formerly used as a automobile dealership using and storing petroleum products. Tests performed indicated the location of former underground storage tanks that had been formerly removed from Property. Investigations and tests were performed to determine to what extent, if any, the use and storage of petroleum products had any adverse effect or known contamination to Property. Results indicated Property was not effected, all former underground storage tanks had been removed, and consequently, a "Case Closure" letter was established of record, dated September 7, 1994, from the Department of Environmental Management, Solano County, confirming completion of site investigation. The closure letter, was issued pursuant to regulations contained in Title 23, California Code of Regulations, Division 3, Chapter 16, Section 2721 (e).

Landlord further discloses the following facts to the best of Landlord knowledge:

Property is not situated in a Special Flood Zone

Property is not situated in a Dam or Reservoir Inundation Area

Property is not situated in a Very High Fire Hazard Severity Zone

Property is not situated in a State of California Fire Responsibility Area

Property is not situated in a Earthquake Fault Zone

Property has not been mapped by the State of California Seismic Hazard Mapping Act

Property has not been mapped in a Earthquake Landslide Hazard Zone

Property has not been mapped in a soil Liquefaction Hazardous Zone



WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures

Executed at: Vallejo, CA  
On: May 7, 2014

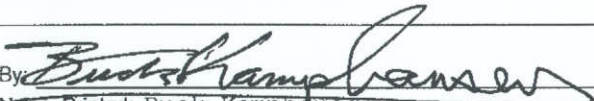
Executed at: \_\_\_\_\_  
On: \_\_\_\_\_

By LESSOR:

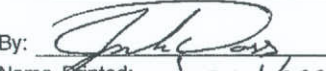
Evergreen Cemetary Association

By LESSEE:

Solano Community College District

By:   
Name Printed: Buck Kamphausen  
Title: PRESIDENT

By: \_\_\_\_\_  
Name Printed: Dr. Jowell Laguerre  
Title: \_\_\_\_\_

By:   
Name Printed: JOSH VOSS  
Title: VICE-PRESIDENT  
Address: \_\_\_\_\_

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_  
Email: \_\_\_\_\_  
Email: \_\_\_\_\_  
Federal ID No \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_  
Email: \_\_\_\_\_  
Email: \_\_\_\_\_  
Federal ID No \_\_\_\_\_

BROKER:



BROKER:



Attn: Fred Sessler  
Title: Broker  
Address: 617 Avenida of  
Vallejo, CA 94590  
Telephone: (707) 552-5115

Attn: Landis Grahn  
Title: Broker  
Address: 7600 Dublin Blvd., Dublin  
CA 94568  
Telephone: (707) 304-4340



Facsimile:( ) _____	Facsimile:( ) _____
Email: _____	Email: _____
Federal ID No _____	Federal ID No _____
Broker/Agent BRE License #: _____	Broker/Agent BRE License #: _____
_____	_____
_____	_____

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No (213) 687-8777. Fax No.: (213) 687-8616.

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INITIALS

\_\_\_\_\_  
INITIALS



## LEASE – ADDENDUM

**Date:** February 18, 2014

**By and Between (Landlord):** Evergreen Cemetery Association, a California Non-Profit Corporation  
**(Tenant):** Solano Community College District

**Address of Premises:** 1301 Georgia Street, Vallejo, CA

*\*This document shall be referred to as Addendum No 1 and is hereby incorporated into the Lease Agreement dated February 1, 2014 for the property located at 1301 Georgia Street, Vallejo, CA. In the event any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control and establish the terms and conditions of the Lease between parties*

**1. RENT COMMENCEMENT:** Rent will commence at issuance of Certificate of Occupancy from City of Vallejo

- a. Rental Rates
- |              |                    |
|--------------|--------------------|
| Months 1-12  | \$8,072 per month  |
| Months 13-24 | \$9,686 per month  |
| Months 25-36 | \$11,300 per month |

**2. TENANT IMPROVEMENTS:** The Parties agree that Landlord shall construct on the Premises certain Tenant-approved improvements pursuant to the following requirements:

- a. Tenant Improvement Scope of Work: Landlord agrees to construct on the Premises the specific improvements outlined in Exhibit "A" hereto. These improvements shall be referred to herein as "Tenant Improvements." Tenant Improvements shall specifically exclude the new roof, driveways and any other improvements installed by Landlord that are not specifically approved by Tenant in writing.
- b. Tenant Improvement Design and Approval:
- Landlord and Tenant shall cooperate in the joint preparation of Tenant Improvement plans and specifications.
  - Tenant shall approve all final plans developed and costs associated with said plans which are incurred on Tenant's behalf.
  - Landlord shall not install any Tenant Improvements without first receiving the written consent and approval of Tenant
- c. Tenant Improvement Construction and Project Management:
- Landlord shall serve as General Contractor for construction of the Tenant Improvements (the "Work") and will provide project management over such Work..

Landlord's' Initials



Tenant's Initials ( ) ( )

- ii. As General Contractor, Landlord shall be solely responsible for overseeing and managing all sub-contractors and for obtaining all necessary and required licenses, certifications and insurance
  - iii. Landlord agrees to indemnify, defend, and hold harmless the Tenant from and against any and all suits, claims, damages, fines and/or penalties (collectively, "Claims") resulting from or arising out of injury or death of any person, damage or loss to any property in any way connected with the construction of the Work. The obligations set forth in this paragraph shall survive termination of this Lease.
  - iv. Landlord shall complete construction of the Work by August 1, 2014 and "phase 1" construction and temporary occupancy will be completed by February 3, 2014.
- d. Tenant Improvement Cost Estimates:
- i. Landlord has provided a cost estimate for the construction of the Tenant Improvements in the amount of Five Hundred Thirty One Thousand Dollars (\$531,000.00)
  - ii. The term "costs" shall include soft costs (i.e., consultant fees, licensing and other permitting fees) and hard costs (i.e., actual costs of construction paid for contractors, sub-contractors and parts and materials).
  - iii. Tenant shall have the right to provide the Tenant Improvement plans to up to three (3) additional licensed General Contractors in order to verify the Landlord's cost estimate and the market value of the proposed Tenant Improvements. In the event all three bids are less than the Landlord's cost estimates, Tenant shall have the right to further audit the costs incurred and paid by Landlord related to the construction of the Tenant Improvements
- e. Reimbursement of Tenant Improvement Costs:
- i. Within fifteen (15) days of completion of the Work, Landlord shall provide Tenant with a full accounting of all Tenant Improvement related costs incurred by Landlord on Tenant's behalf ("Cost Accounting"). The Cost Accounting shall include all invoices, bids and other documentation of actual costs paid by Landlord. Tenant shall have fifteen (15) days from receipt of the Cost Accounting to approve or disapprove any cost item by providing written notice to Landlord of any disapproved amount, including the basis for the disapproval. All undisputed amounts shall become "reimbursable costs" due and payable to Landlord within thirty (30) days of Tenant's receipt of the Cost Accounting. The Parties will work cooperatively to resolve any and all remaining disputes regarding reimbursable costs
  - ii. With regard to any improvements made to the Premises by Landlord before and up until the execution of this Lease ("Pre-Lease Improvements"), Tenant shall only be responsible for reimbursing the costs of those Pre-Lease Improvements that are expressly identified on Exhibit "A" hereto.
  - iii. **Tenant shall have no obligation to reimburse any costs for improvements that are not specifically and expressly approved in writing by Tenant.**
  - iv. All equipment purchased by landlord in which tenant reimbursed landlord for out of pocket costs of equipment shall be deemed personal property of tenant and may be removed by tenant at expiration of lease term.

Landlord's' Initials



Tenant's Initials ( ) ( )



- a. Landlord shall be responsible for the maintenance and repair of the roof, in addition to the repair, maintenance and replacement of the air conditioning and heating units, (HVAC), except, in the even the repair, maintenance and replacement of the HVAC system is the result of abuse and negligence on behalf of Tenant
- b. Tenant shall be responsible to maintain a "Hazardous Waste Management Plan" for the term of the lease and any extension thereof
- c. In addition to Tenant's responsibility for Operating Expenses, Tenant shall also pay sewer charges
- d. In addition to Tenant's paying Property and Casualty Insurance, Tenant shall provide plate glass insurance, or, shall self insure for any replacement or damage to glass throughout the Property

**5. CONTINGENCY:** Tenant shall be responsible for and exercise due diligence in obtaining all approvals from any and all governmental agencies required for Tenant's intended use. Any delay in obtaining approvals, shall not affect the commencement of payment of rent as proved herein

**6. OTHER MATTERS:** Landlord to identify square footage of reserved space on second floor and will pay its pro rata share of all expenses equivalent to Landlord occupied area.

**7. BROKERS:** Tenant shall be obligated to pay Tenants Representative a brokerage fee in connection with the Lease based on a separate agreement

**8. INTENT OF PARTIES:** It is the intent of Lessor and Lessee, the lease shall be considered a net/net lease, whereby, Lessee shall be obligated to pay all Property Taxes Including Special and General Assessments, Property Insurance, and those other costs related to Lessee use and occupancy of the property.

**9. INCONSISTENCIES:** To the extent there are inconsistencies between this Addendum and either the Lease, the terms of this Addendum shall control.

**LANDLORD:** EVERGREEN CEMETERY ASSOCIATION, A CALIFORNIA NON-PROFIT CORPORATION

By: Buck Kamphausen

Date: MAY 7, 2014

Name Printed: BUCK KAMPHAUSEN

Title: PRESIDENT

Federal ID No: 94-0463060

Telephone: 916-798-5848

Landlord's' Initials ( BU ) ( JD )

Tenant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

**TENANT:** SOLANO COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_

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

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

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

Federal ID No: \_\_\_\_\_

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

Landlord's' Initials



Tenant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO HA+A ARCHITECTS FOR  
VACAVILLE CENTER FACULTY OFFICE FURNITURE  
ANCHORAGE PROFESSIONAL SERVICES**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Board approval is requested for award of contract to HA+A Architects to provide necessary structural calculations and furniture attachment details for existing furniture located in the Vacaville Center faculty offices. This is required to meet Department of State Architect (DSA) close out requirements. The architect will also assist with obtaining DSA approval and perform any required construction observation and closeout.

This contract is for a total fee of \$5,500.

*Government Code: Board Policy: Estimated Fiscal Impact: \$5,500 Measure G Funds*

**SUPERINTENDENT'S RECOMMENDATION:**

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

Leigh Sata  
Executive Bonds Manager

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

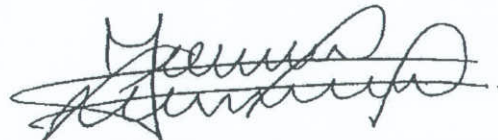
**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

May 9, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

May 9, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES DESIGN SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 21th day of May, 2014 by and between the Solano Community College District, ("District") and HA+A ARCHITECTS ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Design and Construction Support services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on May 21, 2014 and will diligently perform as required and complete performance by September 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 a total fee not to exceed Five Thousand Five Hundred Dollars (\$5,500.00). District shall pay Consultant according to the following terms and conditions:
  - 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services to be produced is as follows:
    - 4.1.1. Vacaville Center Classroom Building: Calculation and attachment details for existing furniture pieces in faculty offices and subsequent DSA approval of calculations and details.
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:
  - 5.1.1. Allowance for drawings reproduction reimbursable expenses up to \$500.00.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to



Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

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

8. **Performance of Services.**

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

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

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

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

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

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent



auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

## **12. Termination.**

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

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

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

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

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

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

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

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

## **14. Insurance.**



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

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

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

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

14.1.2. **Workers' Compensation and Employers' Liability Insurance.**

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

14.1.3. **Professional Liability (Errors and Omissions).**

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

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

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

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



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



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

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

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

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

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

**District:**

**Solano Community College District**  
C/O Kitchell CEM  
360 Campus Lane, Suite 203  
Fairfield, California 94534  
ATTN: Ali Gharaviram

**Consultant:**

HA+A ARCHITECTS  
190 South Orchard Ave., C250  
Vacaville, California 95688  
  
ATTN: Robert Henley, AIA

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

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

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

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

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

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

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

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

**Solano Community College District**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Print Title: Superintendent-President

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



**Information regarding Consultant:**

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

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**

- 1.1. Design Services.
  - 1.1.1. Meet/discuss with the client and establish a project schedule
  - 1.1.2. Review and document the existing conditions at the project locations
  - 1.1.3. Review furnishings that are used in the spaces
  - 1.1.4. Review the existing construction drawings
  - 1.1.5. Prepare drawings and structural calculations
  - 1.1.6. Prepare DSA application and submit to DSA
  - 1.1.7. Review and respond to any DSA backcheck comments
  - 1.1.8. Acquire DSA approval of the construction documents
  - 1.1.9. Assist District in bidding of the project, construction oversight and timely DSA close out.
- 1.2. Construction Oversight Process. Prior to commencement of construction, Architect shall:
  - 1.2.1. Ensure that the Project Inspector is approved by the DSA prior to requesting issuance of project inspections cards.
  - 1.2.2. Request issuance of the proper number of project inspection cards from DSA after the construction contract has been awarded and provide project inspection cards to the Project Inspector.
  - 1.2.3. Prepare the Statement of Structural Tests and Special Inspections and submit to DSA. Then provide approved forms to the Project Inspector and Laboratory of Record.
  - 1.2.4. Prepare Contract Information form (form DSA 102 or more current) for all construction contracts and submit to DSA.
- 1.3. **Observation of the Construction.** Consultant shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the Consultant or its qualified representative to observe construction.
- 1.4. **Interim Verified Reports.** Consultant shall submit an interim Verified Report (form DSA 6-AE or more current form) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- 1.5. **Final Verified Report.** Consultant shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project, (2) work on the Project is suspended for a period of more than one month, (3) the services of the Consultant are terminated for any reason prior to completion of the Project, or (4) DSA requests a Verified Report.

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

**TO:** Members of the Governing Board

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

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested for the Notice of Completion for the Vacaville Center Elevated Solar Panel Canopy Installation project.

On November 7, 2012, SunPower Corporation was selected to provide services for the Vacaville Center Elevated Solar Panel Canopy Installation Project (DSA #02-113116). The work on this project is complete, and at this time the District gives notice and certifies that:

- The project has been inspected and complies with the plans and specifications
- The contractor has completed the work
- The contract for the project is accepted and complete
- A Notice of Completion (attached) was filed for the project.

Government Code:	Board Policy:	Estimated Fiscal Impact: \$0
<b>SUPERINTENDENT'S RECOMMENDATION:</b>	<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

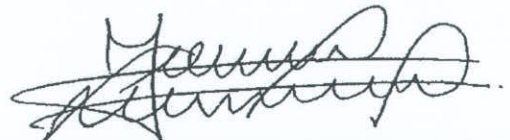
**ADDRESS**

(707) 864-7176

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

May 9, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

May 9, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



Recording Requested By:  
Solano Community College District  
360 Campus Lane, Suite 201  
Fairfield, CA 94534

Recorded in Official Records, Solano County

**Marc C. Tonnesen**  
Assessor/Recorder

2/27/2014  
10:42 AM  
AR16  
GC

And When Recorded Mail to:  
Solano Community College District  
Attn: Leigh Sata  
360 Campus Lane, Suite 201  
Fairfield, CA 94534

**P SOLANO COMMUNITY COLLEGE**

Doc#: 201400014039



Titles: 1	Pages: 1
Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

GC6103

NOTICE OF COMPLETION

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

- 1 The undersigned is an owner or agent of an owner of the estate or interest stated below
- 2 The name of the Solano Community College District.
- 3 The address of the Owner is 360 Campus Lane, Suite 201, Fairfield, CA 94534
- 4 The nature of the estate or interest is in fee
- 5 A work of improvement on the property hereinafter described was completed on January 31, 2014.
- 6 The work done was Vacaville Center Elevated Solar Panel Canopy Installation, under DSA File No. 48-C1, DSA Application No. 02-113116
- 7 The contractor for such work of improvement was SunPower Corporation.
- 8 The date of contract between the above-contractor and Owner is November 7, 2012.
- 9 The property on which said work of improvement was completed in the County of Solano, State of California. The street address or legal description of said property is 2001 North Village Parkway, Vacaville, CA 95688 APN # 27-242-110

Dated: 2/12/14

Leigh Sata  
Leigh Sata, Executive Bonds Manager

VERIFICATION

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

Executed on February 12, 2014, at Fairfield, California

Leigh Sata  
Leigh Sata, Executive Bonds Manager

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: 2013-2014 AMENDMENT FOR CHILD DEVELOPMENT  
TRAINING CONSORTIUM

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

The Yosemite Community College District Child Development Training Consortium has approved an amendment for honorariums and a textbook loan program for early childhood education classes at Solano Community College. The maximum reimbursable amount to the District has been increased from \$15,000 to \$18,237.50. The District will reimburse students a stipend for courses completed with a "C" or above, excluding P.E. or work experience classes that are not child development related. Sabrina Drake, Assistant Director, Children's Program, will serve as Coordinator for this project.

The contractor will generate up to 729.50 units of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain a new or upgraded Child Development Permit.

A copy of the agreement is available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of the Children's Programs.

Approval is requested at this time.

Government Code: Board Policy: 3520 Estimated Fiscal Impact: \$18,237.50 (no cost to District)  
BOT 2013-14 Goals: #3

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

Sabrina Drake, Assistant Director  
Children's Program

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7000 ext. 4639

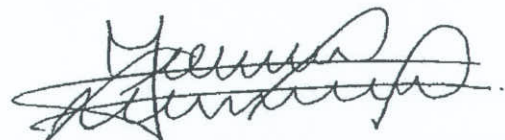
**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

May 9, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

May 9, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**Child Development Training Consortium**  
**2013-2014 Amendment # 1 to Instructional Agreement**  
**Number 13-14-2502**

20

Amendment to Instructional Agreement for the period September 1, 2013, to June 30, 2014, between the Yosemite Community College District, Child Development Training Consortium (YCCD/CDTC) and **Solano Community College District for Solano Community College**(CONTRACTOR).

In consideration of the performance of the terms of the Instructional Agreement in a satisfactory manner, the YCCD/CDTC **agrees to pay the CONTRACTOR a revised amount not to exceed \$18,237.50**. This amount includes Amended Instructional Units (A) and (if applicable) Contingent Instructional Units (B):

The 2013-2014 Approved Funding amount in (A) is accessible to contractor upon execution of Amendment.

**Summary of Instructional Units:**

	# of Units	Funding Amount
Number of <u>initial</u> enrolled units to generate at \$25.00 per unit:	600	\$15,000.00
Number of <u>additional</u> enrolled units to generate at \$25.00 per unit:	129.5	\$3,237.50
<b>Total 2013-2014 Amended Instructional Units of Enrollment &amp; Approved Funding :</b>	729.5	\$18,237.50
<b>A: Total 2013-2014 Approved Funding:</b>		\$18,237.50

**Summary of Contingent Units:** Provision for additional funds (if applicable):

The YCCD/CDTC agrees to activate Contingent Units with **Solano Community College District for Solano Community College**( CONTRACTOR) to provide additional amended funds not to exceed \$0.00, IN THE EVENT FUNDS BECOME AVAILABLE THROUGH CDTC. CDTC will contact contractor to activate the CONTINGENCY portion of this amendment upon availability of funds. If funds in Section B do not become available, Section A funds remain as amended above.

	# of Units	Funding Amount
Number of <u>contingent units</u> to generate at \$25.00 per unit upon CDTC's notification to contractor:	0	0
<b>B: Total Contingent Instructional Funds:</b>		0
<b>Total Amended Approved and Contingent Funding (if applicable)</b>		<b>\$18,237.50</b>

All final reports and invoices are due no later than June 30, 2014. Except as amended herein, all terms and conditions of the original Instructional Agreement shall remain unchanged and in full force and effect.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

**AGREED TO BY:**

Contractor Authorizing Signature:	
Printed Name of Person Signing and Title:	Jowel C. Laguerre, Ph.D., Superintendent-President
Date:	May 21, 2014

**Yosemite Community College District**

Authorizing Signature:	
Printed Name of Person Signing and Title:	Teresa Scott, Executive Vice Chancellor/Fiscal Services, YCCD
Date:	

Return **two** Amendments to Instructional Agreement with **original signatures** to:

**Child Development Training Consortium, 1620 N. Carpenter Rd., Suite C-16, Modesto, CA 95351**

For questions, call (209) 548-5721

**For CDTC Use Only**

Date Received: \_\_\_\_\_ To D.O.: \_\_\_\_\_ From D.O.: \_\_\_\_\_ To Contractor: \_\_\_\_\_

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: REQUEST FOR APPROVAL OF CURRICULUM ACTIONS  
AS SUBMITTED BY THE CURRICULUM COMMITTEE, A  
SUBCOMMITTEE OF THE ACADEMIC SENATE

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

During the spring 2014 semester in the month(s) of March and April 2014, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

*Government Code Title V, Chapter 6, Subchapter 2, beginning with §55100* Board Policy: 6100  
*Estimated Fiscal Impact: N/A*

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

Diane White, Interim Vice President  
Academic Affairs

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7102

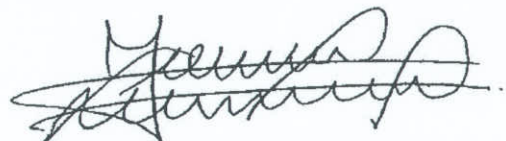
**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

May 9, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

May 9, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



## **SOLANO COMMUNITY COLLEGE**

### **REQUEST FOR APPROVAL OF CURRICULUM COMMITTEE CURRICULUM ACTIVITIES**

During the spring 2014 semester in the month(s) of March and April 2014, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

#### **COURSE MODIFICATIONS**

(CP14-62) ANTH 001 Physical Anthropology-Description, Objectives, Assessments, Assignments, Content, Textbooks  
(CP14-63) ANTH 002 Cultural Anthropology-Description, Objectives, Assessments, Assignments, Content, Textbooks  
(CP14-92) ENGL 360 Accelerated English- Title, prerequisite, description  
(CP14-79) KINE 020A Introduction to Kinesiology-Objectives, Assessments, Assignments, Content  
(CP14-80) KINE 020V Introduction to Sports Science-Content, Textbooks  
(CP14-81) KINE 057 Introduction to Sports Psychology-Add DE  
(CP14-71) MT 120 Principles of Analog Electronics-Methods of Instruction, Assignments, Textbooks  
(CP14-72) MT 122 Principles of Digital Electronics-Assignments, Textbooks  
(CP14-73) MT 130 Principles of Mechanical Power Systems-Methods of Instruction, Assignments, Textbooks  
(CP14-74) MT 132 Principles of Fluid Power Systems-Assignments, Textbooks  
(CP14-75) MT 140 Principles of Industrial Electrical Systems-Methods of Instruction, Assignments, Textbooks  
(CP14-76) MT 164 Programmable Logic Controllers-Methods of Instruction, Assignments, Textbooks  
(CP14-82) MATH 022 Analytic Geometry and Calculus III- Content, Objectives  
(CP14-13) MUSC 052 Sound Recording-Number, Description, Assessments, Assignments, Textbooks  
(CP14-68) MUSC 060 Sound Recording Lab-Number, Title, Units, Methods of Instruction, Advisory, Corequisite, Description, Objectives,  
(CP14-14) MUSC 061 MIDI and Computer Music Sequencing and Scoring-Number, Add hybrid, Description, Objectives, Assessments, Assignments, Textbooks  
(CP14-70) THEA 032B Fundamentals of Costume Design-Drama-Number, Title, Units, Description, Objectives, Assessments, Content, Textbooks

#### **NEW COURSES**

(CP14-83) ATEC 140 Hybrid Vehicle Maintenance and Repair  
(CP14-84) ENGL 310A Introductory Reading and Writing Skills  
(CP14-85) ENGL 359 Accelerated English  
(CP14-3) MUSC 062 Introduction to Pro Tools  
(CP14-4) MUSC 063 Pro Tools Production  
(CP14-5) MUSC 066A Advanced Sound Recording - Signal Processing  
(CP14-6) MUSC 066B Advanced Sound Recording - Microphone Technique  
(CP14-54) MUSC 066C Advanced Sound Recording - Mixing and Mastering  
(CP14-55) MUSC 066D Advanced Sound Recording - Analog Recording  
(CP14-56) MUSC 066E Advanced Sound Recording - Home Studio Recording  
(CP14-69) PHIL006 Introduction to Political Philosophy  
(CP14-57) PLSC 004 Introduction to Political Science  
(CP14-58) THEA 032A Fundamentals of Costume Design – Comedy  
(CP14-59) THEA 032C Fundamentals of Costume Design - Classical

#### **NEW PROGRAMS**

(CP14-83) Anthropology A.A.-T. Degree

(CP14-77) History AA-T Degree

(CP14-53) Theatre AA-T Degree

## **REVISED PROGRAMS**

(CP14-78) Ethnic Studies A.A. Degree-Courses, description, requirements

## **COURSE DELETION**

(CP14-60) AMST 001 An Interdisciplinary Study of American Culture

(CP14-61) AMST 002 An Interdisciplinary Study of American Culture

(CP14-64) ENGL 013 Mystery Fiction

(CP14-65) ENGL 032 Introduction to Native American Literature

(CP14-66) ENGL 035 Chicana/o Literature

(CP14-67) ENGL 037 Survey of Asian American Literature

## **REMOVE COURSES FROM THE KINESIOLOGY AAT DEGREE DUE TO ARTICULATION REQUIREMENTS:**

KINE 004B Beginning Tap Dance

KINE 004C Intermediate Tap Dance

KINE 004D Jazz Dance Technique

KINE 004E Dance Production

KINE 004F Beginning Hip-Hop Dance

KINE 004G Dance Choreography

KINE 004H Beginning Jazz Dance

KINE 004K Beginning Ballet

KINE 004M Intermediate Ballet

KINE 004N Beginning Swing Dance

KINE 004P Intermediate Jazz Dance

KINE 004S Intermediate Swing Dance

KINE 004T Intermediate Ballroom Dance

KINE 005C Fitness for Life

KINE 005D Circuit Training

KINE 005E Cardio Conditioning

KINE 005G Off-Season Athletic Conditioning

KINE 005P Step Aerobics

KINE 005Q Elite Fitness Training

KINE 005R Core Conditioning Training

KINE 006A Cardio Kickboxing

KINE 006C Pilates for Fitness

KINE 006F Intermediate Yoga

KINE 006G Thai Chi

KINE 007A Beginning Bowling

KINE 007B Beginning Road Bicycling

KINE 007C Beginning Mountain Biking

KINE 009E Intermediate Basketball

KINE 009F Beginning Basketball

KINE 083 Fire Candidate Physical Fitness

## **CATALOG ITEMS DELETIONS/MODIFICATIONS:**



Accounting A.S. & Certificate- remove CIS 063 from Recommended Electives course deleted effective Fall 2014

Graphic Design & Illustration- remove MKT 170 from Recommended Electives course deleted effective Fall 2014

Auto Body & Repair- Remove IT 160 Recommended Electives course deleted effective Fall 2014

Auto Tech- Remove ECTN 101 from Recommended Electives course deleted effective Spring 2013

Physical Education – update all PE courses to KINE. Remove KINE 005A & B, and 007D & E from Activity Courses.

Sports Medicine- update all PE courses to KINE. Remove KINE 005A & B, and 007D & E from Activity Courses.

Fitness Professional Job Direct Certificate- update all PE courses to KINE, Remove KINE 005A & B, and 007D & E from Activity Courses

Emergency Medical Technician- Job Direct – change EMT 212 to EMT 112 to correspond with course number changes effective Fall 2013.

Theatre A.A.- update course titles to reflect recently approved course title changes (THEA001, THEA002)

Welding, Industrial Technician Certificate and A.S. Degree- Remove WELD 174, 176, and 177 from Recommended Electives (course deleted effective Fall 2014).

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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTIONS HONORING THE RETIREMENT OF  
BETTY AUSTIN, PATRICK MALLORY, MAUREEN  
McSWEENEY, AND SHARYN STEVER**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Dr. Jowel Laguerre, Superintendent-President, will present on behalf of the Solano Community College District Governing Board resolutions honoring the retirement of Ms. Betty Austin, and Professors Patrick Mallory, Maureen McSweeney, and Sharyn Stever for serving the District faithfully and with distinction, effective May 20, 2014.

- Betty Austin – Athletic Assistant II – 15 Years and 5 Months of Service
- Patrick Mallory – Math, Science and Biology Instructor – 22 Years of Service
- Maureen McSweeney – Human Performance and Development Instructor – 29 Years of Service
- Sharyn Stever – English Instructor – 17 Years and 6 Months of Service

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

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

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

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

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA. 94534

**ADDRESS**

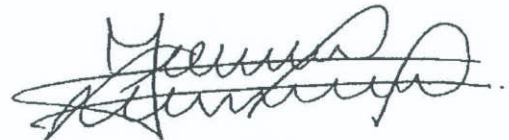
(707) 864-7112

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

May 9, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

May 9, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



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

***BETTY AUSTIN***

*Whereas*, Betty Austin has served the Solano Community College District with distinction since October 12, 1998, for 15 plus years, when she began working as a an Athletic Assistant II in the Athletics Department;

*Whereas*, Betty Austin, in addition to her regular responsibilities, is a proud alumna, having received her Associate's Degree in Social Science from Solano Community College in 1972, going on to graduate from CSU Hayward in 1980 with a Bachelor's Degree in Kinesiology;

*Whereas*, Betty Austin, while a Solano student, stood out for her commitment to the College as a student athlete and was recognized by her athletic coach with the Most Improved and Most Inspirational Award for her work on the softball and basketball teams;

*Whereas*, Betty Austin served faithfully in various capacities, such as the Athletic Boosters Club where she was instrumental as the Membership Liaison and worked closely with the Dean to develop a club membership plan, which included expanding attendance at community events, establishing membership goals, designing and producing marketing material to increase visibility, contacting local vendors and community partners for donations, promoting memberships at athletic and college events, and coordinating activities with other college-wide fundraising efforts;

*Whereas*, Betty Austin was recognized in 2009 as Solano Community College Classified Employee of the Year;

*Whereas*, Betty Austin was instrumental in single-handedly raising over \$5,000 through community and corporate sponsorships for the Tee Off for Athletics Golf Invitational in the fall semester of 2012;

*Whereas*, Betty Austin was inducted into the 2014 Solano Community College Hall of Fame; and

*Whereas*, It is Betty Austin's dedication and "heart" that has made her a wonderful employee and supporter of Solano Community College; now therefore be it

*Resolved*, That Betty Austin will be sorely missed, and the Governing Board expresses its sincere appreciation for her many contributions and wishes her the best in her well-deserved retirement and future endeavors, effective May 20, 2014.

*Passed and Adopted*, This 21st day of May 2014, by the Governing Board of the Solano Community College District.

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

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

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

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

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

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

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

\_\_\_\_\_  
Naser Baig, Student Trustee

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

***PATRICK MALLORY***

*Whereas*, Patrick Mallory has served the Solano Community College District with distinction for 24 years since August 1990. He began his tenure by serving in two separate temporary full- time replacement positions before beginning a permanent full-time faculty position in fall 1992;

*Whereas*, Patrick Mallory, in addition to his responsibilities in the School of Mathematics and Science, served faithfully in various departmental and college committees, as well as on numerous hiring committees;

*Whereas*, Patrick Mallory spearheaded the submission of a large Block Grant (\$250,000) that allowed for purchasing equipment for the Physiology Lab as well as the purchasing of compound light microscopes for three major Biology courses;

*Whereas*, Patrick Mallory spearheaded the transformation of Biology 005 into a more modern course, finding funding to purchase the physiological equipment needed in the lab;

*Whereas*, Patrick Mallory has helped to mold Biology 004 into an excellent introductory Human Anatomy course, which serves as a model for undergraduate, cadaver-based anatomy courses throughout the state and beyond; and

*Whereas*, Patrick Mallory played a significant role in the designing and remodeling of the Anatomy Lab in Building 300 during the implementation of Measure G funds in early 2000, as well as other labs and rooms in the building; now therefore be it

*Resolved*, That Patrick Mallory will be sorely missed, and the Governing Board expresses its sincere appreciation for his many contributions and wishes him the best in his well-deserved retirement and future endeavors, effective May 20, 2014.

*Passed and Adopted*, This 21<sup>st</sup> day of May 2014, by the Governing Board of the Solano Community College District.

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

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

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

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

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

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

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

\_\_\_\_\_  
Naser Baig, Student Trustee



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

***MAUREEN McSWEENEY***

*Whereas*, Maureen McSweeney has served the Solano Community College District with distinction for 29 years since August 19, 1985, when she began working as an Early Childhood Education professor in the Fine and Applied Arts Division;

*Whereas*, Maureen McSweeney, in addition to her responsibilities as an Early Childhood Education instructor, has served faithfully in various capacities within Solano County serving as a child advocate First 5 Commissioner, a Solano/Napa Association for the Education of Young Children Board Officer, as well as serving on the California Association for the Education of Young Children (CAEYC); a member of the Solano Family and Children's Services Board, California Community College Early Childhood Educators (CCCECE), and a provider of parenting services for incarcerated parents;

*Whereas*, Maureen McSweeney was instrumental in maintaining the Early Childhood Teacher Mentor and Director Mentor programs;

*Whereas*, Maureen McSweeney managed the TANF/CDC Program for the Solano Community College District providing training and workforce development skills for College parents;

*Whereas*, In addition to her responsibilities in the School of Human Performance and Development, Maureen McSweeney served faithfully in various departmental and College committees, as well as on numerous hiring committees; and

*Whereas*, Maureen McSweeney's colleagues describe her as a relationship builder, both at Solano Community College and the greater community that cares about the lives of children; a navigator, collaborative, anchor and beacon for the field of early childhood education; and is a wonderful testimonial of a woman who has given her professional life and her heart to her students, the College, and the Community; now therefore be it

*Resolved*, That Maureen McSweeney will be sorely missed, and the Governing Board expresses its sincere appreciation for her many contributions and wishes her the best in her well-deserved retirement and future endeavors, effective May 20, 2014.

*Passed and Adopted*, This 21st day of May 2014, by the Governing Board of the Solano Community College District.

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

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

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

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

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

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

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

\_\_\_\_\_  
Naser Baig, Student Trustee

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

***SHARYN STEVER***

*Whereas*, Sharyn Stever has served the Solano Community College District with distinction for 17 and one-half years since January 13, 1997, and for six years prior to that in an adjunct position from 1991-1996 in the English Department of the Humanities Division;

*Whereas*, Sharyn Stever, in addition to her responsibilities in the current School of Liberal Arts, served faithfully in various departmental and college committees, as well as on numerous hiring committees;

*Whereas*, Sharyn Stever was the mainstay instructor and facilitator of beneficial changes in the Solano Community College Writing Lab and gave all her years of service as a developmental writing instructor in the writing program of the English Department;

*Whereas*, Sharyn Stever distinguished herself as a creative writing instructor and helped in the transformation of the creative writing program at SCC;

*Whereas*, Sharyn Stever encouraged and guided many of her creative writing students to four-year and graduate programs and towards publication of their own work; and

*Whereas*, Sharyn Stever also distinguished herself in the literature classroom, particularly in Introduction to Literature, Introduction to Poetry, and Critical Thinking courses; now therefore be it

*Resolved*, That Sharyn Stever will be sorely missed, and the Governing Board expresses its sincere appreciation for her many contributions and wishes her the best in her well-deserved retirement and future endeavors, effective May 20, 2014.

*Passed and Adopted*, This 21<sup>st</sup> day of May 2014, by the Governing Board of the Solano Community College District.

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

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

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

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

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

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

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

\_\_\_\_\_  
Naser Baig, Student Trustee



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

**TO:** Members of the Governing Board

**SUBJECT:** RESOLUTION HONORING OUR FALLEN HEROES  
DAY, RESOLUTION NO. 13/14-25

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Since our great Nation's birth, our beloved America has been blessed with an infinite chain of patriotic heroes who have served our country with honor and distinction. Generations of brave warriors have valiantly fought over air, sea, and land in some of the most horrific conditions in the history of modern warfare.

On Memorial Day, we pay tribute to our heroes who never came back—our men and women who fought for a home to which they never returned and died for a country whose gratitude they will always have, and we remember those we have lost for what they fought for and who they were—proud Americans, often far too young, guided by a deep and abiding love for their families, comradeship for each other, and dedication to duty for our great country.

The Solano Community College District Governing Board proclaims Memorial Day, May 26, 2014, as "Honoring Our Fallen Heroes Day" to remember and pray for the souls of those who died in war as they rest in eternal peace, Resolution 13/14-25.

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

**SUPERINTENDENT'S RECOMMENDATION:**

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

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

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

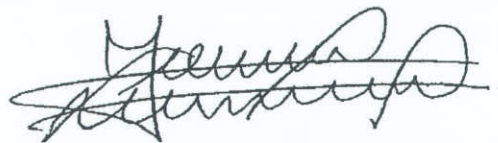
**ADDRESS**

(707) 864-7112

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

May 9, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

May 9, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT**

**GOVERNING BOARD**

**HONORING OUR FALLEN HEROES DAY**

**RESOLUTION NO. 13/14-25**

**WHEREAS**, Since our great Nation's birth, our beloved America has been blessed with an infinite chain of patriotic heroes who have served our country with honor and distinction; and from the forests of New England - to the seas of the Philippines - to the skies of Europe - to the jungles of Vietnam - to the mountains of Afghanistan generations of brave warriors have valiantly fought over air, sea, and land in some of the most horrific conditions in the history of modern warfare;

**WHEREAS**, On Memorial Day we pay tribute to our heroes who never came back—our men and women who fought for a home to which they never returned and died for a country whose gratitude they will always have, and we remember those we have lost for what they fought for and who they were—proud Americans, often far too young, guided by a deep and abiding love for their families, comradeship for each other, and dedication to duty for our great country;

**WHEREAS**, From our historic and beautiful County of Solano, we remember and honor all of our fallen heroes who paid the ultimate price for our great country whose names are forever etched in every city's memorial park, including our two recipients of the Congressional Medal of Honor, Robert H. Young and Anund C. Roark;

**WHEREAS**, On Monday, May 26, every city in Solano County will hold a ceremony to honor our fallen heroes from our nearly 239-year history as a democracy; the brave Americans who have had to secure the heritage of freedom and liberty for us and for the oppressed in other lands and who paid a steep price in blood and suffering; and

**WHEREAS**, Above all, let us honor our fallen heroes by living up to the ideals they died defending. It is our charge to preserve liberty, to advance justice, and to sow the seeds of peace with courage and devotion worthy of the heroes we remember today, so let us rededicate ourselves to those unending tasks, and prove once more that Vallejo's and America's best days are still ahead.



**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**HONORING OUR FALLEN HEROES**

**DAY RESOLUTION NO. 13/14-25**

**(Continuing – Page 2)**

**NOW, THEREFORE, BE IT RESOLVED**, That the Solano Community College District Governing Board hereby proclaims Memorial Day, May 26, 2014, as “Honoring Our Fallen Heroes Day”—a day to remember and pray for the souls of those who died in war as they rest in eternal peace, to keep them and their families close in our hearts, and encourages educators, students, and residents to observe the event with appropriate ceremonies and activities that honor and thank our ALL Veterans and those who lost their lives for freedom’s sake.

**PASSED AND ADOPTED**, This 21st day of May 2014, by the Solano Community College District Governing Board, Fairfield, California, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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**PAM KEITH, BOARD PRESIDENT**

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

**CERTIFICATION**

JOWEL C. LAGUERRE, Ph.D., Secretary to the Solano Community College District College Governing Board, Fairfield, California, does hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Board at a regular meeting held on the above-stated date, which resolution is on file in the office of the Board.

---

JOWEL C. LAGUERRE, Ph.D.  
Board Secretary

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

**TO: MEMBERS OF THE GOVERNING BOARD**

**SUBJECT: RESOLUTION TO APPROVE TRAVIS COMMUNITY  
CONSORTIUM TCC 2014-2018 STRATEGY,  
RESOLUTION NO. 13/14-26**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Solano Community College District has been a member agency of the Travis Community Consortium (TCC), which was formed to provide lobbying services and for related collaboration of Solano County area entities in support of ensuring the long term mission at Travis Air Force Base (Travis AFB). The support of the Travis AFB mission is essential to the health of the local economy as Travis AFB is the major employer in Solano County.

This year's strategy has been refocused to include more extensive lobbying efforts, including sending delegations to Washington D.C. and Scott AFB, Illinois. The TCC will focus on preserving existing missions and actively seek bridge missions to backfill the retirement of the KC-10 by engaging with key leadership at Travis AFB, the Pentagon, Capitol Hill, and Air Mobility Command, positioning Travis AFB for the bed down of the KC-46. The TCC will seek support from federal representatives to preserve Travis AFB's existing aircraft, including technology upgrades and ongoing maintenance funding.

In order to cover the enhanced costs of advocacy and lobbying efforts, TCC members are being asked to increase annual membership contributions. Other agencies are taking similar action and the TCC is recruiting new members. The TCC has approved the attached TCC Strategy document and is requesting member agencies adopt the Strategy by resolution as a show of support for the TCC.

<i>Government Code:</i>	<i>Board Policy Estimated:</i>	<i>Fiscal Impact:</i>
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**SUPERINTENDENT'S RECOMMENDATION:**

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

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

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

707 864-7112

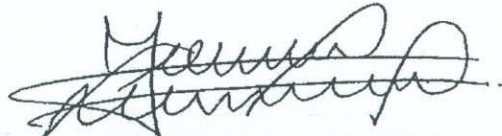
**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

May 9, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

May 9, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO APPROVE TRAVIS  
COMMUNITY CONSORTIUM TCC 2014-2018 STRATEGY**

**RESOLUTION 13/14-26**

**WHEREAS,** Travis Air Force Base (Travis AFB) represents a very large and important economic engine to Solano Community College District (“the District”) and the region and it is important for the District to be informed and active in the efforts to retain and enhance the operations of Travis AFB; and

**WHEREAS,** The Solano Community College District is a member of the Travis Community Consortium (TCC), a regional partnership between the Cities of Dixon, Fairfield, Suisun City, Vacaville, County of Solano, Solano Community College, Solano EDC, and the Travis Regional Armed Forces Committee, to collectively advocate for Travis AFB; and

**WHEREAS,** Ongoing federal budget sequestration and Department of Defense cost saving measures have led to the US Air Force leadership proposing to retire the entire KC-10 fleet, half of Travis AFB’s 58 total aircraft, which led to the need to update the TCC Strategy; and

**WHEREAS,** The TCC 2014-2018 Strategy has been re-focused to include more extensive lobbying efforts, including sending delegations to Scott AFB, IL and Washington, DC in order to strengthen and enhance partnerships with congress, Air Mobility Command, the Department of Defense, and the California Governor’s Military Council; now therefore be it

**RESOLVED,** the Solano Community College District hereby approves TCC 2014-2018 Strategy as provided in Exhibit A attached hereto.

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO APPROVE TRAVIS  
COMMUNITY CONSORTIUM TCC 2014-2018 STRATEGY**

**RESOLUTION 13/14-26**

**(Continuing-Page 2)**

**PASSED AND ADOPTED**, This 21st day of May 2014, by the Solano Community College  
District Governing Board, Fairfield, California, by the following vote:

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PAM KEITH  
BOARD PRESIDENT

---

JOWEL C. LAGUERRE, Ph.D.  
SECRETARY



1000 Webster Street ♦ 4<sup>th</sup> Floor ♦ Fairfield, CA ♦ 94533  
Phone (707) 428-7749 ♦ Fax (707) 428-7631

## TCC 2014-2018 Strategy

1. **Seek public assurances** that Travis Air Force Base will receive “bridge missions” to backfill the retirement of the KC-10. Additionally, acquire assurances that manpower levels will remain constant in the meantime due to the retirement of the KC-10, and strongly advocate that Travis will retain an air refueling mission.
2. Engage with key federal representatives to ensure those assurances become reality, maintaining close contact with the TCC’s Congressional delegation and encouraging optimum advocacy for Travis and the region.
3. Actively engage with the US Air Force by visiting the Pentagon, Capitol Hill, and Air Mobility Command, Scott AFB, IL as needed, in addition to key leadership at Travis AFB. Also, participate and maintain communication within the Governor’s Military Council and its staff and utilize the Council’s access, expertise, and resources.
4. **Seek to preserve other existing missions** and enhance the potential to assume **additional missions** at Travis AFB during future **BRAC or non-BRAC realignments** by advocating for continued investment in base infrastructure, operating and maintenance funding, demolition funding for condemned buildings and modernization of Travis’ Aircraft.
5. Seek to protect and **preserve Travis’s existing aircraft including technology upgrades and ongoing maintenance costs by advocating for continued investment and funding.**
6. **Strengthen and enhance partnerships** and joint ventures with civilian agencies such as Solano Community College, the University of California at Davis, local medical service providers, and corporate partners. **Explore new and additional cooperative areas** of benefit through **public-private, public-public agreements (P4)** or any ventures that will reduce base overhead costs. P4 and Enhanced Use Lease (EUL) opportunities should be viewed as opportunities to partner with Travis to the mutual benefit of both.
7. Implement policy that will ensure continued compatible regional development, the preservation of unrestricted air space and other base operations from encroachment, and remediate situations that may detract from Travis’s standing in future BRAC or non-BRAC decisions.
8. Expand TCC membership, financial resources, administrative capability and community outreach to further achieve the TCC goals.

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*City of Dixon / City of Fairfield / City of Suisun City / City of Vacaville / County of Solano  
Solano Community College / Solano Economic Development Corporation / Travis Credit Union  
Travis Regional Armed Forces Committee (Fairfield-Suisun and Vacaville Chambers of Commerce)*

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: RESOLUTION TO CLOSE THE COMMERCIAL  
PROPERTY LOOPHOLE IN PROPOSITION 13,  
RESOLUTION NO. 13/14-27

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Proposition 13 (Prop. 13) has decimated school funding. Before Prop. 13, California schools were ranked among the best in the country. Now California ranks 49<sup>th</sup> in the nation for per-pupil funding, and our class sizes are about 50% larger than the rest of the nation.

Reforming commercial property taxes will generate billions for public schools. Voters passed Prop. 13 to protect homeowners, not large corporations. Since commercial properties rarely change hands, they are rarely reassessed. For example, Disneyland is still paying property taxes based on 1975 assessment. As a result, the tax burden has shifted to homeowners and families.

Government Code:

Board Policy Estimated:

Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Jowel C. Laguerre  
Superintendent-President

**PRESENTER'S NAME**

360 Campus Lane, 201  
Fairfield, CA 94534

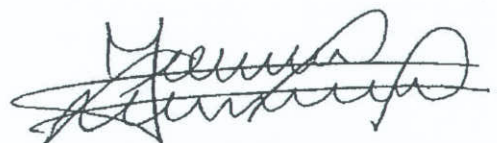
**ADDRESS**

707 864-7112

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

May 9, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

May 9, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO CLOSE THE COMMERCIAL PROPERTY  
LOOPHOLE IN PROPOSITION 13**

**RESOLUTION 13/14-27**

**WHEREAS**, Voters in the State of California approved Proposition 13 in 1978;

**WHEREAS**, Proposition 13 created limits on the property taxes paid by residential and commercial properties;

**WHEREAS**, Residential and commercial property values in California are reassessed upon change of ownership;

**WHEREAS**, Owners of commercial real estate have benefited under current reassessment rules in that if a corporation owning commercial property is sold or merged with another corporation, but the property it owns stays deeded to the corporation, ownership of the property effectively changes without triggering a reassessment of the property;

**WHEREAS**, Corporations often avoid reassessment of their property by limiting the portion of ownership that changes hands to ensure that no single party owns more than 50 percent;

**WHEREAS**, Property taxes are a stable funding source for public schools;

**WHEREAS**, Since the passage of Proposition 13, the State of California has assumed a greater role in the funding of public schools;

**WHEREAS**, Since the State of California has assumed a greater role in the funding of public schools, per-pupil support has declined from the top 10 in the nation to the bottom 10;

**WHEREAS**, Public schools in California face challenges educating a student population with vast differences in language, poverty, parental education level, and other social, educational and economic factors; and

**WHEREAS**, Modifying the method of reassessing commercial property would net needed additional resources for public schools; now therefore

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO CLOSE THE COMMERCIAL PROPERTY LOOPHOLE**

**RESOLUTION 13/14-27**

**(Continued – Page 2)**

**BE IT RESOLVED**, That the Solano Community College District Governing Board supports efforts to modify how the value of commercial properties in California are reassessed to allow for more regular commercial property value reassessment while maintaining Proposition 13 protections for residential properties and small businesses;

**BE IT FURTHER RESOLVED**, That tax revenues generated by modernizing how commercial property is reassessed benefit local schools and not accrue to the State of California as General Fund savings;

**BE IT FURTHER RESOLVED**, That the Solano Community College District supports this effort while protecting existing protections provided to residential properties, and will communicate this position to local elected officials including members of Solano County Board of Supervisors, the City of Fairfield City Council, Senator Lois Wolk, and Assembly Member Jim Frazier.

**PASSED AND ADOPTED** This 21<sup>st</sup> day of May 2014, by the Governing Board of the Solano Community College District.

---

PAM KEITH  
BOARD PRESIDENT

---

JOWEL C. LAGUERRE, Ph.D.  
SECRETARY



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

**TO: Members of the Governing Board**

**SUBJECT: DISTRICT CSEA, CHAPTER #211 CONSIDERATION  
AND POSSIBLE APPROVAL OF TENTATIVE  
AGREEMENT ON COLLECTIVE BARGAINING  
2013-2014**

**REQUESTED ACTION: APPROVAL**

**SUMMARY**

Tentative agreement has been reached between the District and CSEA, 2013-2014 reopening proposals to the Collective Bargaining Agreement. The CSEA ratified the tentative agreement on May 9, 2014. The Administration recommends approval of the attached tentative agreement.

The CSEA has agreed to:

- Article 12 (Spring and Winter Breaks), adding verbiage to eliminate the need for the Superintendent-President to negotiate annually the Employee/District shared time off.
- Article 9 (Salaries), 1% on and 0.67% off schedule for FY 2013/14. The previous settlements for 11/12 and 12/13 were effective November of each of those years, rather than retroactive. Thus, the 13/14 TA brings the unit into alignment to what the other units received during the last three years that is 1% per year.

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

**SUPERINTENDENT'S RECOMMENDATION:**

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

Nona Cohen-Bowman, Consultant  
Human Resources

**PRESENTER'S NAME**

360 Campus Lane, 201  
Fairfield, CA 94534

**ADDRESS**

707 864-7286

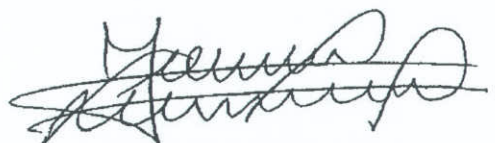
**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

May 9, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

May 9, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

COPY

California School Employees Association  
Solano Community College, Chapter 211  
Article 12 Proposal

TA

12.7 Winter and Spring Breaks: ~~In addition to the mandated holidays during the Christmas season and spring break period, the District will discuss with CSEA prior to determining the winter and spring break closures. Additional 4 Days off during the breaks will be shared on a one-for-one basis with the District. For example, if the campus were closed three (3) working days in addition to the mandated holidays at Christmas, the District would grant 1 ½ days and employees normally scheduled to work during this period would take 1 ½ days of their own time (floating holidays, comp time or vacation).~~

If there are more than six (6) working days (three days charged to employee's leave and three days provided by the District) in the break in addition to mandated holidays, the District will meet with CSEA to discuss a different split for employees who are limited to ten days annual vacation. A different split other than 50/50 may be changed for these affected employees if requested with approval of the Director of Human Resources and the Superintendent/President.

Nona Cohen Bowman  
Solano Community College Human Resources

4-25-2014  
Date

Debbie Luttrell Williams  
Debbie Luttrell Williams, President  
CSEA, Solano Community College Chapter 211

4-25-2014  
Date

George Olgin  
George Olgin, Vice President, Negotiations Spokesperson  
CSEA, Solano Community College Chapter 211

4/25/14  
Date

Laurie Cheatham  
Laurie Cheatham, Negotiator  
CSEA, Solano Community College Chapter 211

4.25.2014  
Date

Jill Grompton  
Jill Grompton, Negotiator  
CSEA, Solano Community College Chapter 211

4/25/14  
Date

Jerry Pillingm  
Jerry Pillingm, CSEA  
Labor Relations Representative

4.25-14  
Date

Julian Ligioso  
Julian Ligioso, VPFA

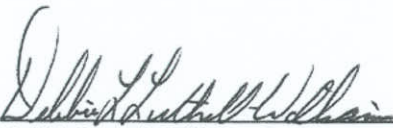
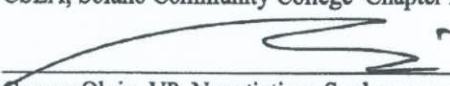
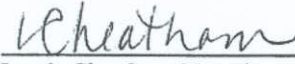
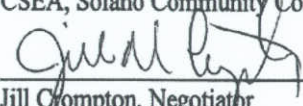
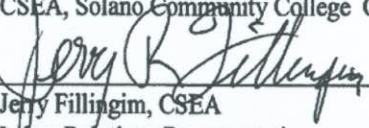
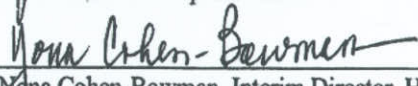
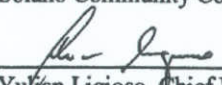
4/25/2014



**SOLANO COMMUNITY COLLEGE DISTRICT**

**Counter Proposal – CSEA Article 9 – Wages**

Solano Community College is offering a 1.67% salary increase, with 1% increase ON Schedule for 2013-2014, effective July 1, 2013 and 0.67% OFF Schedule. Following CSEA ratification and SCCD Governing Board approval, the salary schedule will be revised as of July 1, 2014 and the retroactive payment processed as promptly as reasonably possible thereafter.

 Debbie Luttrell Williams, President CSEA, Solano Community College Chapter 211	5/2/14 DATE
 George Olgin, VP, Negotiations Spokesperson CSEA, Solano Community College Chapter 211	5/2/14 DATE
 Laurie Cheatham, Negotiator CSEA, Solano Community College Chapter 211	5-2-2014 DATE
 Jill Crompton, Negotiator CSEA, Solano Community College Chapter 211	5/2/14 DATE
 Jerry Fillingim, CSEA Labor Relations Representative	5/2/14 DATE
 Nona Cohen-Bowman, Interim Director, Human Resources Solano Community College	5/2/14 DATE
 Yulian Ligioso, Chief Negotiator Solano Community College	5/2/14 DATE

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

**TO:** Members of the Governing Board

**SUBJECT:** SALE OF DISTRICT FIREARMS AND AMMUNITION

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

A recent inventory of the Police Department's armory, combined with a needs assessment based on current "best practice" utilization and deployment of police firearms, resulted in a request to sell weapons and ammunition no longer useful to the Department. Pursuant to Education Code 81450.5, Chief Thelen is requesting authorization from the Board to sell the attached list of firearms and ammunition to the Solano County Sheriff's Department.

The attached is a copy of the sales list.

Approval is requested at this time.

*Government Code: Ed Code 81450.5 Board Policy: N/A Estimated Fiscal Impact: \$14,670.36*

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Eric Thelen, Chief  
Police Department

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7224

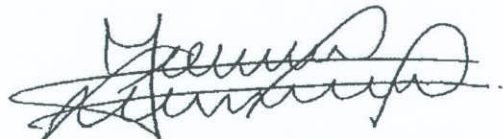
**TELEPHONE NUMBER**

Finance & Administration

**ORGANIZATION**

May 9, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

May 9, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



# Purchase Order COPY

## FOR DEPARTMENT USE ONLY - DO NOT SEND TO VENDOR

**PURCHASE ORDER #**  
D0107261

**VENDOR**

SOLANO COMMUNITY COLLEGE  
POLICE DEPARTMENT ATTN:CHIEF  
4000 SUISUN VALLEY RD  
FAIRFIELD, CA 94534

DATE 04/09/2014

Phone ()-  
Fax # (No )fax- lis  
Contact

**SHIP TO:**

COUNTY SHERIFF  
PUBLIC SAFETY  
530 UNION AVE 1ST FLOOR  
FAIRFIELD, CA 94533-6306

**BILL TO:**

COUNTY SHERIFF  
SUPPORT SERVICES  
2500 CLAYBANK RD  
FAIRFIELD, CA 94533-1966

Quotation Reference		Order Date	ON QUESTIONS CONCERNING THIS ORDER CONTACT	Delivery Required	Requisition	Terms
		03/11/2014	DEBORAH L PAWLEY	03/25/2014	S010684	NET 30
QUANTITY	UNIT	DESCRIPTION			UNIT PRICE	AMOUNT
3	EA	BUSHMASTER AR15 SEMI-AUTO W/ACOG SCOPE & 3 MAGS - FIREARMS			650.00	1,950.00
12	EA	GLOCK MODEL 22 40 CAL. PISTOLS FIREARMS			225.00	2,700.00
36	BOX	AMERICAN EAGLE 180 GRAIN FMJ AMMUNITION STOCK #AE40R1 (50 RND/BOX)			12.35	444.60
92	BOX	FEDERAL CLASSIC 180 GRAIN JHP AMMUNITION STOCK #40SWA (50 RND/BOX)			15.00	1,380.00
239	BOX	FEDERAL PREMIUM 180 GRAIN HYDRA-SHOCK JHP AMMUNITION STOCK #P40HS1G			4.81	1,150.00
151	BOX	REMINGTON 180 GRAIN JHP AMMUNITION STOCK #R40SW2C			17.69	2,671.19
3	BOX	ULTRAMAX 180 GRAIN CNL AMMUNITION STOCK #40R1 (50 RND/BOX)			12.29	36.87
52	BOX	ULTRAMAX 180 GRAIN JHP AMMUNITION STOCK #40R4 (50 RND/BOX)			12.29	639.08
6	BOX	ULTRAMAX 180 GRAIN FMJ AMMUNITION STOCK #40R5 (50 RND/BOX)			12.29	73.74
37	BOX	AMERICAN EAGLE 62 GRAIN FMJ AMMUNITION STOCK #AE223N (20 RND/BOX)			6.48	240.00
9	BOX	FEDERAL TACTICAL 55 GRAIN BTHP AMMUNITION STOCK #T223E (20 RND/BOX)			6.11	54.99
25	BOX	FEDERAL TACTICAL 55 GRAIN HI-SHOCK SP AMMUNITION STOCK #T223A (20 RND/BOX)			11.00	275.00
11	BOX	FEDERAL TACTICAL 64 GRAIN JSP AMMUNITION STOCK #T223L (20 RND/BOX)			10.90	120.00
21	BOX	PMC GREEN 40 GRAIN FRANGIBLE AMMUNITION STOCK #223HRA (20 RND/BOX)			11.90	250.00
9	BOX	ULTRAMAX MATCH 55 GRAIN SP AMMUNITION NO STOCK NBR NOTED (50 RND/BOX)			20.00	180.00
261	EA	WINCHESTER 226 CALIBER AMMUNITION INCLUDED IN PRICE			0.00	0.00
1	EA	1996 FATS III (5 AR15'S & 1 S&W .40 CAL) FIREARMS TRAINING EQUIPMENT INCLUDED IN PRICE			0.00	0.00

# Purchase Order COPY

## FOR DEPARTMENT USE ONLY - DO NOT SEND TO VENDOR

### VENDOR

SOLANO COMMUNITY COLLEGE  
POLICE DEPARTMENT ATTN:CHIEF  
4000 SUISUN VALLEY RD  
FAIRFIELD, CA 94534

Phone ()-  
Fax # (No )fax- lis  
Contact

PURCHASE ORDER #  
D0107261

DATE 04/09/2014

### SHIP TO:

COUNTY SHERIFF  
PUBLIC SAFETY  
530 UNION AVE 1ST FLOOR  
FAIRFIELD, CA 94533-6306

### BILL TO:

COUNTY SHERIFF  
SUPPORT SERVICES  
2500 CLAYBANK RD  
FAIRFIELD, CA 94533-1966

Quotation Reference		Order Date	ON QUESTIONS CONCERNING THIS ORDER CONTACT	Delivery Required	Requisition	Terms
		03/11/2014	DEBORAH L PAWLEY	03/25/2014	S010684	NET 30
QUANTITY	UNIT	DESCRIPTION			UNIT PRICE	AMOUNT
1	EA	ASP BRAND AR15 REDMAN GUN FIREARMS TRAINING EQUIPMENT INCLUDED IN PRICE			0.00	0.00
1	EA	AMMO BOX ARMORY EQUIPMENT			10.00	10.00
2	EA	AR15 BUTTSTOCK ARMORY EQUIPMENT			7.00	14.00
15	EA	BROWNELLS 30 ROUND AR15 MAGAZINE MODEL #078-000-113 ARMORY EQUIPMENT			3.00	45.00
1	EA	BUSHMASTER ARMORER'S ACTION CLAMP MODEL #1570 ARMORY EQUIPMENT			20.00	20.00
1	EA	BUSHMASTER COLLAPSIBLE STOCK W/HANDLE ARMORY EQUIPMENT INCLUDED IN PRICE			0.00	0.00
5	EA	FIRSTAMCO AR15 MAGAZINE COUPLERS ARMORY EQUIPMENT			2.00	10.00
1	EA	FOBUS GLOCK 17 MAGAZINE POUCH MODEL #6900			8.00	8.00
3	EA	FOBUS GLOCK 22 HOLSTERS MODEL #T0281P-C ARMORY EQUIPMENT			10.00	30.00
1	EA	FOBUS GLOCK 22 HOLSTER MODEL #T0281P-L ARMORY EQUIPMENT			10.00	10.00
31	EA	GLOCK 22 MAGAZINES ARMORY EQUIPMENT			10.00	310.00
2	EA	GLOCK 22 MAGAZINE EXTENDERS ARMORY EQUIPMENT			5.00	10.00
4	EA	GLOCK EXTENDED MAGAZINE PAD MODEL #LS4002 ARMORY EQUIPMENT			10.00	40.00
1	EA	KLEEN-BORE BRAND GUN CLEANING KIT ARMORY EQUIPMENT INCLUDED IN PRICE			0.00	0.00
1	EA	NYLON RIFLE CASE ARMORY EQUIPMENT			15.00	15.00
1	EA	OUTERS BRAND RIFLE CLEANING ROD KIT ARMORY EQUIPMENT INCLUDED IN PRICE			0.00	0.00
1	EA	PELICAN HARD PLASTIC RIFLE CASE MODEL #1750 ARMORY EQUIPMENT			100.00	100.00
1	EA	SACK-UPS RIFLE/SHOTGUN SACK			5.00	5.00
1	EA	SAFARILAND MAGAZINE POUCH COLT 1911 MODEL #3703 ARMORY EQUIPMENT			10.00	10.00
6	EA	SAFARILAND GLOCK 22 HOLSTER MODEL #070835 (R-HAND) ARMORY EQUIPMENT			20.00	120.00
1	EA	SIX MAGAZINE NYLON POUCH ARMORY EQUIPMENT			5.00	5.00
6	EA	AKER PEPPER SPRAY HOLDER MODEL #A575BW PATROL EQUIPMENT			10.00	60.00
1	EA	AMERICAN BODY ARMOR VEST PATROL EQUIPMENT INCLUDED IN PRICE			0.00	0.00
1	EA	GARRET SUPER SCANNER METAL DETECTOR MODEL #111651 PATROL EQUIPMENT			25.00	25.00
2	EA	HANDCUFFS (BLACK) PATROL EQUIPMENT			6.00	12.00
6	EA	HANDCUFFS (STAINLESS) PATROL EQUIPMENT			7.00	42.00
2	EA	JUMP N CARRY PORTABLE JUMP STARTER KIT MODEL #JNC660 PATROL EQUIPMENT			75.00	150.00
8	EA	LATENT PRINT KIT PATROL EQUIPMENT INCLUDED IN PRICE			0.00	0.00
5	EA	MANADNOCK EXPANDABLE BATON PATROL EQUIPMENT			25.00	125.00



# Purchase Order COPY

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### VENDOR

SOLANO COMMUNITY COLLEGE  
POLICE DEPARTMENT ATTN:CHIEF  
4000 SUISUN VALLEY RD  
FAIRFIELD, CA 94534

Phone ( )-  
Fax # (No )fax- lis  
Contact

**PURCHASE ORDER #**  
D0107261

**DATE** 04/09/2014

### SHIP TO:

COUNTY SHERIFF  
PUBLIC SAFETY  
530 UNION AVE 1ST FLOOR  
FAIRFIELD, CA 94533-6306

### BILL TO:

COUNTY SHERIFF  
SUPPORT SERVICES  
2500 CLAYBANK RD  
FAIRFIELD, CA 94533-1966

Quotation Reference	Order Date	ON QUESTIONS CONCERNING THIS ORDER CONTACT	Delivery Required	Requisition	Terms
	03/11/2014	DEBORAH L PAWLEY	03/25/2014	S010684	NET 30
QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	
3	EA	MK3 PEPPER SPRAY PATROL EQUIPMENT	8.00	24.00	
10	EA	RADIO HOLDERS MODEL #HLN9946 INCLUDED IN PRICE	0.00	0.00	
1	EA	SAFARILAND GLOCK 22 HOLSTER MODEL #070835 (L-HAND) ARMORY	20.00	20.00	
2	EA	STINGER FLASHLIGHT W/CHARGER PATROL EQUIPMENT	50.00	100.00	
3	EA	TASER HOLDERS PATROL EQUIPMENT INCLUDED IN PRICE	0.00	0.00	
2	EA	SAFARILAND GLOCK 22 MAGAZINE POUCH ARMORY	10.00	20.00	

COUNTY CONTACT: GARY ELLIOTT, UNDERSHERIFF  
707 421-7050

### INSTRUCTIONS TO VENDOR

1. THE TOTAL COST OF THIS PURCHASE ORDER MAY NOT EXCEED \$5,000.00
2. INVOICES WILL BE ITEMIZED AND SHOW DATES AND CHARACTER OF SERVICE RENDERED OR WORK PERFORMED, QUANTITIES, DESCRIPTION QUANTITIES, DESCRIPTION AND UNIT PRICES OF ARTICLES FURNISHED OR DELIVERED.
3. NO C.O.D. OR FREIGHT COLLECT SHIPMENTS WILL BE ACCEPTED, EXCEPT AS MIGHT BE SPECIFIED ON THIS ORDER. ALL CHARGES MUST BE PREPAID AND A COPY OF FREIGHT BILL ATTACHED.
4. STATES TAX MUST BE SHOWN AS SEPARATE ITEM ON YOUR INVOICE. SOLANO COUNTY IS EXEMPT FROM FROM FEDERAL EXCISE TAX UNDER REGISTRATION NO. 94 74 0031K DATED 1-4-74.
5. INVOICES SHOULD BE FILED WITH THE ABOVE COUNTY DEPT. IMMEDIATELY UPON COMPLETION OF WORK OR DELIVERY OF ITEMS ORDERED, IN ORDER THAT CLAIMS MAY BE AUDITED AND SUBMITTED TO THE AUDITOR-CONTROLLER.
6. DO NOT MAIL INVOICES TO THE COUNTY PURCHASING DEPARTMENT.
7. NO CLAIMS WILL BE AUDITED OR ALLOWED UNLESS OR UNTIL THE ABOVE REQUIREMENTS HAVE BEEN COMPLIED WITH.
8. DEPARTMENTAL PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES OR OTHER CORRESPONDENCE.

Net:	\$13,505.47
Sales Tax (7.625%)	\$1,164.89
Shipping	\$0.00
Installation	\$0.00
<b>Total</b>	<b>\$14,670.36</b>

**COPY ONLY**

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

**TO:** Members of the Governing Board

**SUBJECT:** **CONTRACT AWARD FACILITIES LEASE TO DPR  
CONSTRUCTION FOR BUILDING 600 ADMINISTRATION  
BUILDING RENOVATION PROJECT**

**REQUESTED ACTION:** **APPROVAL**

**SUMMARY:**

Board approval is requested for contract award to DPR Construction to provide construction services for Building 600 Administration Building Renovation Project. This is a facilities lease contract, which is used for the Lease-Leaseback delivery method. According to terms and conditions of this agreement and the provided exhibits, the District is entering into a seven (7) month lease agreement based on a negotiated Guaranteed Maximum Price contract in the amount of \$5,722,328.00.

An earlier contract for the pre-construction services in the amount of \$48,000.00 was approved by the Board on June 19, 2013 [Item 12.(g)].

The lease-leaseback contract will be provided to the Board under separate cover and is available to the public upon request. Copies will also be available the night of the Board meeting.

*Government Code: Board Policy: Estimated Fiscal Impact: \$5,722,328 Measure G Funds*

**SUPERINTENDENT'S RECOMMENDATION:**

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

Leigh Sata  
Executive Bonds Manager

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

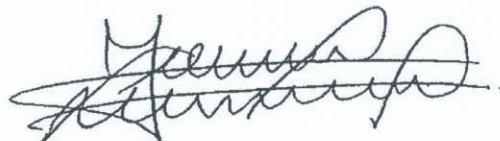
**ADDRESS**

(707) 864-7176

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

May 9, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

May 9, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



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

**TO: Members of the Governing Board**

**SUBJECT: INITIAL PRESENTATION OF THE DISTRICT'S  
BARGAINING PROPOSALS TO THE CALIFORNIA  
SCHOOL EMPLOYEES' ASSOCIATION,  
CHAPTER #211 ON 2014 REOPENERS**

**REQUESTED ACTION: INFORMATION**

**SUMMARY**

The Solano Community College District and the California School Employees' Association, Chapter #211 are preparing to enter into negotiations for the period of 2014.

This item introduces the District's proposals to CSEA, Chapter #211 for the purpose of public notice ("sunshining") to open Article IX Pay and Allowances; Article XI Health and Welfare Benefits; Article XVII Job Vacancies; Article XVIII Classification and Reclassification; Article XXIX Negotiations. Pursuant the Government Code Section 3547. Public comment on such proposals shall be received at the next regular Governing Board meeting scheduled for June 18, 2014.

The contract proposals are attached.

Government Code: 3547 Board Policy: 2010 Estimated Fiscal Impact: Unknown

**SUPERINTENDENT'S RECOMMENDATION:**

☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

Nona Cohen-Bowman, Consultant  
Human Resources

**PRESENTER'S NAME**

360 Campus Lane, 201  
Fairfield, CA 94534

**ADDRESS**

707 864-7286

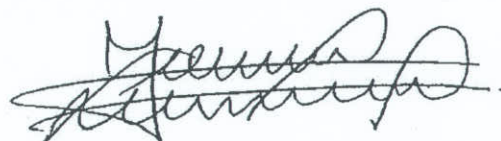
**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

May 9, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

May 9, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

Solano Community College District

May 12, 2014

The District hereby submits the following initial proposal for the 2014 Contract:

Article IX Pay and Allowances:

- Improve classified salaries within District constraint.

Article XI Health and Welfare Benefits:

- To review the impact of Affordable Care Act and strive to optimize costs to the District.

Article XVII Job Vacancies:

- Improve efficiency and fairness in the process

Article XVIII Classification and Reclassification:

- Improve efficiency and procedures in processing Reclassification requests.

Article XXIX Negotiations:

- Review and clarify timelines in the article.



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

**TO: Members of the Governing Board**  
**SUBJECT: DIXON MEMORANDUM OF UNDERSTANDING**

**REQUESTED ACTION: INFORMATION**

**SUMMARY:**

Solano Community College District and Dixon Unified School District have been working on an agreement to implement a College Advancement Program (CAP). This program started last January, and both Dixon USD and SCCD are interested in furthering this collaborative partnership.

The Superintendent-President will give the highlights of the agreement. It will return to the Board at a future meeting for approval.

<i>Government Code:</i> <b>BOT Goals 2013-14: #3</b> <b>CEO Goals 2013-14: #5</b>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$ N/A</i>
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**SUPERINTENDENT'S RECOMMENDATION:**

☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

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

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

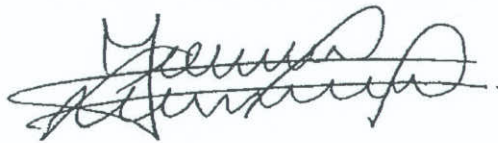
**ADDRESS**

707 864-7112

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

May 9, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

May 9, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: FIRST READING - SOLANO COMMUNITY COLLEGE  
DISTRICT POLICIES, SERIES 1000 – NEW AND REVISED**

**REQUESTED ACTION: INFORMATION**

**SUMMARY:**

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

The revised policies and procedures have been reviewed through the Board Policies and Procedures Adhoc Subcommittee and are being presented for information. They have been/or will be vetted through the Shared Governance Council and Superintendent-President's Council at their next meeting. Approval will be requested at the next regular meeting of the Board.

- Policy No. 1000 – Governing Board Policies and Procedures - Revised
- Policy No. 1007 – Student Trustee – Revised
- Policy No. 1009 – Election of Student Trustee – Revised
- Board Procedure No. 1013 – Vacancy – New (Informational Only) – Vetted SGC/SPC
- Policy No. 1014 – Compensation, Payment of Expenses and Benefits – Revised
- Policy No. 1020 – Code of Ethics/Standards of Practice – Revised
- Policy No. 1021 – Violation of Board Code of Ethics – No Change
- Policy No. 1030 – Closed Sessions – Revised
- Policy No. 1035 – Quorum and Voting - Revised

**CONTINUED ON NEXT PAGE:**

*Government Code:* *Board Policy: Series 1000* *Estimated Fiscal Impact: \$ N/A*

**SUPERINTENDENT'S RECOMMENDATION:**

☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

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

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

707 864-7112

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

May 9, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

May 9, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



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

**TO: Members of the Governing Board**

**SUBJECT: FIRST READING - SOLANO COMMUNITY COLLEGE  
DISTRICT POLICIES, SERIES 1000 – NEW AND REVISED**

**REQUESTED ACTION: INFORMATION**

---

**SUMMARY:**

**CONTINUED FROM PREVIOUS PAGE:**

- Policy No. 1036 - Agendas – Revised
- Policy No. 1037 – Order of Business – Revised – Vetted SGC/SPC
- Policy No. 1042 – Public Participation at Board Meetings – Revised
- Policy No. 1043 – Speakers – Revised
- Policy No. 1052 – First and Second Reading Procedure for Establishing or Changing the Policies and Regulations – Revised
- Policy No. 1054 – Suspension of Policy or Regulation – Revised
- Policy No. 1073 – Committees of the Board – Revised
- Policy No. 1077 – Participation in Local Decision Making – New
- Policy No. 1095 – Political Activity - Revised

## SOLANO COMMUNITY COLLEGE DISTRICT

### GOVERNING BOARD POLICIES AND PROCEDURES

1000

#### POLICY:

~~The Governing Board (also hereinafter referred to as the Board) shall conduct its business in accordance with District policies and procedures.~~

~~Policies and procedures of the Governing Board may be adopted, revised or rescinded at any regular or special meeting of the Board in accordance with procedures adopted by the Board.~~

*The Board may adopt such policies as are authorized by law or determined by the Board to be necessary for the efficient operation of the District. Board policies are intended to be statements of intent by the Board on a specific issue within its subject matter jurisdiction.*

*The policies have been written to be consistent with provisions of law, but do not encompass all laws relating to district activities. All District employees are expected to know of and observe all provisions of law pertinent to their job responsibilities.*

*Policies of the Board may be adopted, revised, added to or amended at any regular board meeting by a majority vote. Proposed changes or additions shall be introduced not less than one regular meeting prior to the meeting at which action is recommended.*

*Administrative procedures are to be issued by the Superintendent-President as statements of method to be used in implementing Board Policy. Such administrative procedures shall be consistent with the intent of Board Policy. Administrative procedures may be revised as deemed necessary by the Superintendent-President.*

*The Superintendent-President shall, annually provide each member of the Board with or any administrative procedure revisions since the last time they were provided. The Board reserves the right to direct revisions of the administrative procedures should they, in the Board's judgment, be inconsistent with the Board's own policies.*

1000



*Copies of all policies and administrative procedures shall be readily available to District employees through the Superintendent-President.*

**REFERENCES/**

**AUTHORITY:**

Education Code Section 70902

Accreditation Standard IV.B.1.b.&e.

Solano Community College District Governing Board

**BP1000**

**ADOPTED:**

July 7, 1982

**REVISED:**

March 18, 1987; June 6, 2007; Reviewed June 15, 2010;  
April 2, 2014; XXXXXXXX

REVISED

## SOLANO COMMUNITY COLLEGE DISTRICT

### STUDENT TRUSTEE

1007

#### **POLICY:**

The Board shall include one (1) non-voting student member. The Student Trustee serves a one-year term commencing with the second Board meeting in May of each year.

The Student Trustee shall be a resident of California at the time of nomination, and during the term of service, and ~~shall be enrolled in and maintain a minimum of six (6) units.~~ *The student member shall be enrolled in and maintain a minimum of five (5) semester units in the District at the time of nomination and throughout the term of service.*

Per ASSC bylaws, a minimum cumulative grade point average (GPA) of 2.3 in all course work taken at Solano Community College at the time of the filing to run for office and during the time the Student Trustee serves in office is required. The student trustee may be employed as a Student Worker.

~~The Student Trustee shall have completed six (6) units of course work at Solano Community College at the time of filing to run for office and shall complete a minimum of six (6) units in each semester they hold office.~~

The Student Trustee is entitled to participate in discussion of issues and receive all materials presented to members of the Board (except for closed session). The Student Trustee shall be entitled to any mileage allowance necessary to attend Board meetings to the same extent as publicly elected trustees. The Student Trustee is not held liable for any acts of the Board of Trustees.

The Board shall afford the Student Trustee the following privileges:

- The privilege to cast an advisory vote, although the vote shall not be included in determining the vote required to carry any measure before the Board;



- The privilege to receive compensation for meeting attendance at a level of one hundred fifty dollars (\$150.00) per month.

If a Student Trustee wishes to cast an advisory vote, it shall be taken prior to the Board's vote.

**REFERENCES/  
AUTHORITY:**

California Education Code Section 72023.5

Solano Community College District Governing Board

Associated Students of Solano College Constitution and Bylaws

**BP1007**

**ADOPTED:** June 6, 2007

**REVISED:** Reviewed June 15, 2010; April 2, 2014; XXXXXXXX

## SOLANO COMMUNITY COLLEGE DISTRICT

### ELECTION OF STUDENT TRUSTEE

1009

#### **POLICY:**

The Student Trustee shall be elected by the Associated Students of Solano College (ASSC) in a general election held for that purpose. An election shall be held in the Spring Semester so that the office is filled by the second Board meeting of May. The election shall be conducted in accordance with the Associated Students of Solano College Election Code provided that the code is not in violation with governing Board policies.

~~If the office becomes vacant by reason of the resignation or disqualification of an elected Student Trustee, or by any other reason, a special election shall be held. Special elections shall be held within thirty (30) days after notice of the vacancy comes to the attention of the Superintendent-President.~~

Candidates for the position may nominate themselves or be nominated by others by the filing of an application certifying that the candidate is eligible for service under the criteria set forth in California law and these policies. The successful candidate must receive a plurality of all votes cast. The election will be conducted in accordance with administrative procedures established by the Superintendent-President.

*If the office becomes vacant because the student becomes ineligible for the office, resigns, or dies, then the governing board may authorize the officers of the ASSC (established pursuant to Education Code Section 76060) to appoint a student to serve the remainder of the term in accordance with procedures established by the governing board.*

*A special election shall be held, if the student is recalled. Refer to Board Procedures for 1009 for recall procedures.*



## ELECTION OF STUDENT TRUSTEE

1009

### REFERENCES/

**AUTHORITY:** California Education Code Section 72023.5; 72103 62 Ops.

California Attorney General 126 (1979)

Associated Students of Solano College Constitution, Bylaws,  
and Election Code

**BP1009**

**ADOPTED:** June 6, 2007

**REVISED:** Reviewed June 15, 2010; April 2, 2014; ~~xxxxxx~~

REVISED

## SOLANO COMMUNITY COLLEGE DISTRICT

### VACANCY

1013

### PROCEDURE

All applicants will be required to submit the following materials/information:

1. Current résumé.
2. A written statement of qualifications for the Governing Board seat. The statement, not to exceed five double-spaced, typewritten pages, to include the following information:
  - a. Why the applicant is interested in Solano Community College.
  - b. Why the applicant is interested in being appointed to the Governing Board.
  - c. What the applicant considers to be five major issues confronting the District/College.
  - d. Information on past and current public/civic involvement and service to the community.
3. List of three references with current addresses and current phone numbers should be sent to the Office of the Superintendent-President or designee.

Any person, regardless of sex, who is 18 years of age or older, a citizen of the state, a resident of the vacant Trustee area; a registered voter, and who is not disqualified by the Constitution or laws of the state from holding a civil office, is eligible to be elected or appointed as a member of a county governing board. All candidates interested in eligibility for the vacant position in the vacant trustee area must be a registered voter and a resident of the city where the vacant seat exists. The Solano County Registrar of Voters will verify eligibility.

Applicants will be given three minutes for an opening statement to include a presentation of interest and qualifications, followed by ten minutes to answer questions from the Board.

According to Education Code Section 5091(a), within sixty (60) days of the vacancy, the remaining members of the SCC Board may:

#### Make a Provisional Appointment –

When the Governing Board determines to fill the vacancy by appointment, the Superintendent-President shall assure that there is ample publicity to and information for prospective candidates. Publicity shall include posting in three public places in the District and publication in a newspaper for general circulation.

The posted notice of vacancy shall include directions regarding applications or nominations of legally qualified candidates. Persons applying or nominated must meet the qualifications required by law or members of the Governing Board.



**VACANCY****PROCEDURE**

All applicants will be required to submit the following materials/information:

Each Board member will review all candidate information sheets, with final selection made by a majority vote of the Governing Board members at a public meeting called for that purpose. At the conclusion of the interviews, the Board will make a decision and swear in the provisional Board member.

The appointed person shall hold office until the next regularly scheduled election for governing board members (Education Code §5091[e]). The individual appointed to fill the vacancy would hold office until the first meeting in December of the election year when the Trustee's term would have ended.

A provisional appointment confers all powers and duties of a Governing Board member upon the appointee immediately following his/her appointment.

Order an Election to be Held on the Next Established Election Date –

Per Education Code §5093(c), "If a special election pursuant to Education Code §5091(e) could be consolidated with the next regular election for governing board members, and the vacant position is scheduled to be filled at such regular election, there shall be no special election." The next established election for governing board members is November of a given year when the Trustee's seat would be scheduled to be filled in that election. Under this option, the Board would operate with only six members until the first meeting in December of a given year when the Trustee's term would have ended.

Failure to Make an Appointment for Call for an Election –

If the Board fails to appoint or call an election within the required 60-day period, the County Superintendent of Schools shall call an election to fill the position and the matter will be placed on the ballot of the next established election date, which would be in November of a given year. The Governing Board would operate with only six members until the first meeting in December of a given year when the Trustee's term would have ended.

**REFERENCES/**

**AUTHORITY:** California Code of Regulations, Title 5, Sections 55030-55034

Education Code Sections 5091(a), 5091(e), 5093(c)

**BPROC 1013**

**Superintendent-  
President Cabinet**

**Review:** April 21, 2014

**Shared Governance**

**Council Review:** May 14, 2014

**Governing Board**

**Review:** May 21, 2014

## SOLANO COMMUNITY COLLEGE DISTRICT

### COMPENSATION, PAYMENT OF EXPENSES AND BENEFITS

1014

#### **POLICY:**

Members of the Board who attend all Board meetings shall receive \$240 per month ~~and the student member \$150 per month~~. A member of the Board who does not attend all meetings held by the Board in any month shall receive, as compensation, an amount not greater than the pro rata share of the number of meetings actually attended. A member of the Board may be paid for a meeting when absent if the Board, by resolution, finds that at the time of the meeting the member is performing services outside the meeting for the Community College District, is ill, on jury duty, or the absence is due to a hardship deemed acceptable by the Board.

Board members shall be reimbursed for actual expenses incurred in carrying out the authorized duties and responsibilities of the Board. These include expenses incurred in travel on District business and authorized attendance at conferences or professional meetings. ~~The Student Trustee shall be compensated for mileage to attend Governing Board meetings.~~

Members of the Board (except the Student Trustee) shall be permitted to participate in the District's health benefit programs.

Former members of the Board may continue to participate in the District's health benefits programs upon leaving the Board if the following criteria are met: the member must have begun service on the Board after January 1, 1981; the member must have been first elected to the Board before January 1, 1995; and the member must have served at least 12 years. All other former Board members may continue to participate in the District's health benefits programs on a self-pay basis.

Board members who are elected or appointed to the Board after their retirement as employees of the District may elect to postpone or suspend their receipt of District-paid health benefits which they are eligible to receive as retired employees of the District and instead receive District-paid benefits under this policy.



## COMPENSATION, PAYMENT OF EXPENSES AND BENEFITS

1014

For purposes of their entitlement to District-paid health, *dental (if selected)* and vision insurance as retired District employees, such Board members shall be treated as having retired from the District on the date *that* their membership on the Board terminates. However, their period of eligibility for retired employee benefits shall not exceed a total of ten (10) years, not including the time served as Board members.

### REFERENCES/ AUTHORITY:

Government Code Section 53201; 53208.5

California Education Code Sections 4090; 35120; 72024;  
72023.5; 72423

BP1014

ADOPTED: July 7, 1982

REVISED: March 18, 1987; May 19, 1999; September 5, 2001; June 6,  
2007; Reviewed October 20, 2010; XXXXXXXXX

## SOLANO COMMUNITY COLLEGE DISTRICT

### CODE OF ETHICS/STANDARDS OF PRACTICE

1020

#### **POLICY:**

The following standards of performance establish a norm for trustee performance. The adoption of these standards is the Board commitment to a set of values guiding the performance of Board members.

Each member of the Governing Board shall:

1. Hold the educational welfare of the students of the District as a primary concern by:

a. Ensuring that the District maintains equality of opportunity for all students regardless of race, creed, sex, sexual orientation, religion, age, physical ability, or national origin.

b. Communicating the Board's interest in and respect for student accomplishments by attending student ceremonies and events.

2. Recognize that authority rests only with the Board in a legally constituted meeting and not with individual members.

3. Promote and maintain good relations with fellow Board members by:

a. Giving each member courteous consideration of his/her opinion.

b. Recognizing the importance of keeping an open mind and promoting the opportunity to think through other facts and points of view which may be presented at legally constituted Board meetings.

4. Recognize that he/she is responsible to all citizens of the District, not solely to those who elected the member. The authority delegated to the Board member by the voters must be exercised with as much care and concern for the least influential as for the most influential member of the community.

5. Attend and participate in all meetings insofar as possible, having prepared for discussion and decision by studying all agenda materials.



- a. Base decisions upon all available facts in each situation.
- b. Maintain independent judgment unbiased by private interest or partisan political pressure.
- c. Abide by and uphold the final majority decision of the Board.

6. Recognize that the primary function of the Board is to establish the policies by which Solano Community College District is to be administered. Welcome and encourage the active involvement of employees, students, and the public, and consider their views in deliberations and decisions as a Board member *by adhering to the law and spirit of the open meeting laws and regulations.*

7. Delegate authority to the Superintendent-President as the chief executive officer and confine Board action to policy determination, planning, overall approval and evaluation, and maintaining the fiscal stability and instructional integrity of the District.

8. Conduct all District business in open public meetings and hold Closed Sessions only for those purposes permitted by law. Maintain confidentiality of all privileged information communicated in Closed Session.

9. Avoid any situation that may constitute a conflict of interest. Inform the entire Board or the Board President when a matter under consideration might involve or appear to involve a conflict of interest.

10. Utilize opportunities to enhance his/her role as a Board member through participation in educational conferences, workshops, and training sessions offered by local, state, and national organizations. This also includes being informed about the actions and positions of state and national community college trustees' associations.

11. *Adhere to the Board Code of Conduct adopted February 4, 2009.*

**REFERENCES/**

**AUTHORITY:** Solano Community College District Governing Board  
Accreditation Standards IV.B.1.a, e, and h

**BP1020**

**ADOPTED:** October 6, 1993

**REVISED:** May 19, 1999; June 6, 2007; Reviewed June 2, 2010;  
**XXXXXX**

REVISED



## SOLANO COMMUNITY COLLEGE DISTRICT

### VIOLATION OF BOARD CODE OF ETHICS

1021

**POLICY:** Charges by any person that a Board member has violated BP 1020 shall be directed to the Board President or the Governing Board.

The Board President or an Adhoc Committee shall review any charge of any trustee violation of the Board Code of Ethics as set forth in BP 1020 (the "Charge"), which Charge is presented in writing to the Board President. The Board President or an Adhoc Committee shall then determine whether a violation of the Board Code of Ethics as set forth in BP 1020 is contained in the Charge. The accused trustee shall be informed immediately of the Charge and provided with all information obtained by the Board President or other Board members. The accused trustee shall not be entitled to vote in proceedings held under this section.

If the Charge states that the Board President committed the violation, the Board Vice President shall assume the role of Board President for the purpose of this section. If both the Board's President and Vice President are named in the Charge, an Adhoc Committee composed of three trustees not subject to the Charge will examine the Charge. The Adhoc Committee will be appointed by the Board and appoint a chair.

If the Board President or Adhoc Committee determines a violation of the Board Code of Ethics as set forth in BP 1020 is contained in the Charge, the Board President or chair of the Adhoc Committee shall request from any party any relevant, available evidence, including documents, statements, recordings and other items that tend to show that facts that constitute the violation did or did not occur (the "Evidence"). The accused trustee shall have the right to present any evidence relevant to a determination of guilt or innocence, including the right to face and question any accuser.

Once the Board President or chair of the Adhoc Committee has assembled the evidence, then the Charge and the evidence shall be presented to the Board for action within a reasonable period of time. The Board shall determine whether (1) the Charge is a violation of the Board Code of Ethics as set forth in BP 1020; and, (2) the evidence proves that the facts constituting the Charge did occur. If the Board, by majority vote, determines both in the affirmative, accused trustee shall be deemed "Guilty of Ethical Violation" by the Board.

The Board shall then, by majority vote, determine what further action to take, if any. Possible courses of action include, but are not limited to, censure or any other consequence on the advice of Board counsel.

If, after the trustee is deemed Guilty of Ethical Violation, the Board President or chair of the Adhoc Committee determines that the Charge may contain a violation of an applicable criminal code, the Board shall consult outside legal counsel for a professional opinion whether or not it does. After such consultation, the Board may refer the Charge and the evidence to the Solano County District Attorney upon a unanimous vote of the Board, excluding the accused trustee(s).

**REFERENCES/  
AUTHORITY:**

Solano Community College District Governing Board

Accreditation Standard IV.B.1.h

**BP1021**

**ADOPTED:**

June 6, 2007

**REVISED:**

Reviewed October 20, 2010; *Reviewed May 21, 2014*



## SOLANO COMMUNITY COLLEGE DISTRICT

### CLOSED SESSIONS

1030

#### POLICY:

Closed sessions of the Board shall only be held as permitted by applicable legal provisions, including, but not limited to, the Brown Act, California Government Code and California Education Code. Matters discussed in closed session may include:

- The appointment, employment, evaluation of performance, discipline or dismissal of a public employee.
- Charges or complaints brought against a public employee by another person or employee, unless the accused public employee requests that the complaints or charges be heard in an open session. The employee shall be given at least twenty-four (24) hours written notice of the closed session.
- Advice of counsel on pending litigation, as defined by law.
- Consideration of tort liability claims as part of the District's membership in any joint powers agency formed for purposes of insurance pooling.
- Real property transactions.
- Threats to public security.
- Review of the District's position regarding labor negotiations and giving instructions to the District's designated negotiator.
- Discussion of student disciplinary action, with final action taken in public.
- Conferring of honorary degrees.
- Consideration of gifts from a donor who wishes to remain anonymous;
- To consider its response to a confidential final draft audit report from the Bureau of State Audits.

The agenda for each regular or special meeting shall contain information regarding whether a closed session will be held and shall identify the topics to be discussed in any closed session in the manner required by law.

After any closed session, the Board shall reconvene in open session before adjourning and shall announce any actions taken in closed session and the vote *or abstention* of every member present.

## CLOSED SESSIONS

1030

All matters discussed or disclosed during a lawfully held closed session and all notes, minutes, records or recordings made of such a closed session are confidential and shall remain confidential unless and until required to be discussed by action of the Board or by law.

If any person requests an opportunity to present complaints to the Board about a specific employee, such complaints shall first be presented to the Superintendent-President. Notice shall be given to the employee against whom the charges or complaints are directed. If the complaint is not resolved at the administrative level, the matter shall be scheduled for a closed session of the Board. The employee shall be given at least twenty-four (24) hours written notice of the closed session, and shall be given the opportunity to request that the complaints be heard in an open meeting of the Board.

### REFERENCES/ AUTHORITY:

California Government Code Sections 11125.4; 54956.8;  
54956.9; 54957; 54957.6

California Education Code Section 72122

BP1030

ADOPTED: July 7, 1982

REVISED: March 18, 1987; June 6, 2007; Reviewed October 20, 2010;  
XXXXXX



## SOLANO COMMUNITY COLLEGE DISTRICT

### QUORUM AND VOTING

1035

**POLICY:** A quorum of the Board shall consist of four members, excluding the Student Trustee.

The Board shall act by majority vote of all the membership of the Board, except as noted below.

No action shall be taken by secret ballot. *The Board will publicly report any action taken in open session and the vote or abstention of each individual member present.*

The following actions require a two-thirds majority of all members of the Board:

- Resolution of intention to sell or lease real property (except where a unanimous vote is required).
- Resolution of intention to dedicate or convey an easement.
- Resolution authorizing and directing the executive and delivery of a deed.
- Action to declare the District exempt from the approval requirements of a planning commission or other local land use body.
- Appropriation of funds from an undistributed reserve.
- Resolution to condemn real property.

The following actions require a unanimous vote of all members of the Board:

- Resolution authorizing a sale or lease of District real property to the state, any county, city, or to any other school or community college district.
- Resolution authorizing lease of District property under a lease for the production of gas.

A roll call vote is required on all resolution and any Board member may request a roll call vote on any motion.

## QUORUM AND VOTING

1035

### REFERENCES/

**AUTHORITY:** California Education Code Sections 72000(d)(3); 81310 et seq.; 81365; 81511; 81432

California Government Code Section 53094; ~~54950~~.et seq.

Code of Civil Procedure Section 1245.240

Solano Community College District Governing Board

**BP1035**

**ADOPTED:** July 7, 1982

**REVISED:** March 18, 1987 (Voting); May 19, 1999; June 6, 2007;  
Reviewed October 20, 2010; XXXXXXXX



## SOLANO COMMUNITY COLLEGE DISTRICT

### AGENDAS

1036

#### **POLICY:** Preparation of Board Agenda

The agenda of the meeting will be prepared and presented by the Superintendent-President *in consultation with the Board President*. Members of the public may request to place items on the agenda which relate directly to District business by submitting them in writing on the appropriate District form, along with any back-up materials to be considered, to the Superintendent/President at least eight (8) working days prior to the meeting. Any Board member who wishes an item to be placed on the agenda shall request the President of the Board or the Superintendent-President to include it thereon.

Agenda items initiated by members of the public shall be placed on the Board's agenda following the items of business initiated by the Board and by staff. Any agenda item submitted by a member of the public and heard at a public meeting cannot be resubmitted before the expiration of a 90-day period following the initial submission.

#### Posting of Board Agenda

The agenda shall be posted ~~at the College for~~ *and accessible for viewing by* the public and District employees adjacent to the place of meeting at least seventy-two (72) hours prior to the time of a regular meeting and at least twenty-four (24) hours prior to a special meeting. The agenda shall include a brief description of each item of business to be transacted or discussed at the meeting. If requested, the agenda shall be provided in appropriate alternative formats so as to be accessible to persons with a disability. Agendas will also be available at Board meetings.

No business may be acted on or discussed which is not on the agenda, except when one or more of the following apply:

- A majority decides there is an "emergency situation" as defined for emergency meetings.

- Two-thirds of the members (or all members if less than two-thirds are present) determine there is a need for immediate action and the need to take action came to the attention of the Board subsequent to the agenda being posted.
- ~~An item appeared on the agenda of,~~ and *An agenda item that* was continued from, a meeting held not more than five days earlier.

The order of business may be changed by consent of the Board.

The Superintendent-President shall establish administrative procedures that provide for public access to agenda information and reasonable annual fees for the service.

Members of the public may place matters directly related to the business of the District on an agenda for a Board meeting by submitting a written summary of the item to the Superintendent-President. The written summary must be signed by the initiator. The Board reserves the right to consider and take action in closed session on items submitted by members of the public as permitted or required by law.

#### Amendment of the Agenda

The agenda may be amended by the Board prior to adoption, except that no item may be added which requires action unless it is an emergency item.

#### Consent Agenda

The consent agenda is a list of actions for routine items that are self-explanatory or require no discussion. Any Board member, District employee, or interested citizen may request an item be removed from the consent agenda to another place on the agenda for discussion before action.



**REFERENCES/**

**AUTHORITY:**

California Education Code Section 72121; 72121.5

California Government Code Section 54954 et seq.,  
54954.2; 54956; 54956.5; 6250 et seq.

Robert's Rules of Order

Solano Community College District Governing Board

**BP1036**

**ADOPTED:**

July 7, 1982

**REVISED:**

March 18, 1987; May 19, 1999; June 6, 2007; Reviewed  
October 20, 2010; XXXXXXXXX

REVISED

## SOLANO COMMUNITY COLLEGE DISTRICT

### ORDER OF BUSINESS

1037

#### POLICY:

The order of business for regular Board meetings is as follows, unless otherwise ordered:

1. Call to Order
2. Pledge of Allegiance to the Flag of the United States of America
3. Roll Call
4. Approval of Agenda
5. Comments from Members of the Public
6. Closed Session, if called
7. Reconvene Regular Meeting
8. Report of Action Taken in Closed Session
9. *Comments from Members of the Public (Continued)*
10. Reports:
  - ~~Superintendent~~
  - Associated Students of Solano College (ASSC)
  - Academic Senate
  - Shared Governance Council
  - Superintendent*
11. Consent Agenda – Action Items
  - Superintendent-President
  - Human Resources
  - ~~Administrative and Business Services~~
  - Finance and Administration*
  - Academic Affairs
  - Student Services
  - Information Systems



## ORDER OF BUSINESS

1037

12. Items Removed from Consent Agenda
13. Retirements of Staff with 10 or More Years of Service
14. Non-Consent Agenda Items – Action Items
  - Superintendent-President
  - Human Resources
  - ~~Administrative and Business Services~~
  - Finance and Administration***
  - Academic Affairs
  - Student Services
  - Information Systems
15. Information/Action Items – Action May Be Taken
16. Information Items – No Action Required
17. Announcements
18. Items from the Board
19. Adjournment

The President of the Board may rearrange the agenda during a meeting if there is no objection from a majority of the members present.

### REFERENCES/ AUTHORITY:

Solano Community College District Governing Board

BP 1037

**ADOPTED:** July 7, 1982

**REVISED:** March 18, 1987; September 21, 1994; May 19, 1999;  
October 20, 1999; June 6, 2007; December 16, 2009;  
Reviewed October 20, 2010; ~~XXXXXXXXXX~~

## SOLANO COMMUNITY COLLEGE DISTRICT

### PUBLIC PARTICIPATION AT BOARD MEETINGS

1042

**POLICY:** The Board shall provide opportunities for members of the general public to participate in the business of the Board.

Members of the public may bring matters directly related to the business of the District to the attention of the Board in one of two ways:

#### Items Not on Board Agenda

1. There will be a time at each regularly scheduled Board meeting for the general public to discuss items not on the agenda. Members wishing to present such items shall submit a Public Comment Card at the beginning of the meeting to the Superintendent-President that summarizes the item and provides his or her name and organizational affiliation, if any. No action may be taken by the Board on such items.

#### Items on Published Board Agenda

2. Members of the public may place items on the prepared agenda in accordance with Board Policy 1036. A written summary of the item must be submitted to the Superintendent-President at least eight (8) workdays prior to the Board meeting on the District's official Board agenda item form. The summary must be signed by the initiator, contain his or her residence or business address, and organizational affiliation, if any.

#### Written or Spoken Communications on Board Agenda Items

Members of the public also may submit written communications to the Board on items on the agenda and/or speak to agenda items at the Board meeting. Written communication regarding items on the Board's agenda should reach the office of the President not later than three (3) calendar days prior to the meeting at which the matter concerned is to be before the Board. All such written communications shall be dated and signed by the author, and



shall contain the residence or business address of the author and the author's organizational affiliation, if any.

If requested, writings that are public records shall be made available in appropriate alternative formats so as to be accessible to persons with a disability.

Claims for damages are not considered communications to the Board under this rule, but shall be submitted to the District.

Individuals or groups requesting to address the Board must complete a Public Comment Card. Public Comment Cards are available at the press table and must be submitted to the Board Secretary at the meeting. Individuals or groups wishing to make presentations to the Board are encouraged to contact the Superintendent/President as far in advance as possible so that adequate arrangements may be made for time on the agenda.

Comments must be addressed to the Board as a whole and not to individual members or District employees.

These items will be heard under the agenda item "Comments from Members of the Public." Except as extended by the Board President or action of the Board, individuals shall be limited to three (3) minutes on any one (1) topic or item.

**REFERENCES/**

**AUTHORITY:**

California Education Code Section 72121; 72121.5

California Government Code Section 54950 et seq.; 4954.3; 54957.5

Solano Community College District Governing Board

**BP1042**

**ADOPTED:** July 7, 1982

**REVISED:** March 18, 1987; September 21, 1994; May 19, 1999;  
June 6, 2007; Reviewed October 20, 2010; XXXXXXXXX

## SOLANO COMMUNITY COLLEGE DISTRICT

### SPEAKERS

1043

#### POLICY:

Except as extended by the Board President or action of the Board, individuals shall be limited to three (3) minutes on any one (1) topic or item. Oral presentations relating to a matter on the agenda, including those on the Consent Agenda, shall be heard before a vote is called on the item.

Persons wishing to speak to matters not on the agenda shall do so at the time designated at the meeting for public comment.

Those wishing to speak to the Board are subject to the following:

- The President of the Board may rule members of the public out of order if their remarks do not pertain to matters that are within the subject matter jurisdiction of the Board or if their remarks are unduly repetitive.
- Non-scheduled substitutes may not speak in place of scheduled speakers unless alternates have been submitted on the original request.
- Employees who are members of a bargaining unit represented by an exclusive bargaining agent may address the Board under this policy, but may not attempt to negotiate terms and conditions of their employment. This policy does not prohibit any employee from addressing a collective bargaining proposal pursuant to *the public notice requirements of Governing Code Section 3547 and the policies of this Board implementing that section.*
- They shall complete a Public Comment Card to address the Board at the beginning of the meeting at which they wish to speak.
- The request shall include the person's name and name of the organization or group represented, if any, and a statement noting the agenda item or topic to be addressed.
- No member of the public may speak without being recognized by the President of the Board.



- Each speaker will be allowed a maximum of three (3) minutes per topic. The Board President can establish a reasonable maximum time allotment for public speakers on one (1) subject regardless of the number of speakers at any one (1) Board meeting.
- Each speaker coming before the Board is limited to one (1) presentation per specific agenda item before the Board, and to one (1) presentation per meeting on non-agenda matters.
- *The 3 (three) minutes time allotted for speaking per topic is only allotted for the individual whose name is on the Public Comment Card that is submitted at the beginning of the meeting. No speaker can yield their 3 (three) minutes or a portion of their 3 (three) minutes to another speaker.*
- *Roberts Rules of Order, 11<sup>th</sup> ed. Section 43:* *In the case of a public meeting wherein public comment is allowed, "debate" would include public comments as discussion and "member" would include members of the public. Rights in regard to debate are not transferable. Unless the organization has a special rule on the subject, a member cannot yield any unexpired portion of his time to another member, or reserve any portion of his time for a later time.*

## REFERENCES/

AUTHORITY: California Government Code Sections 54950, et seq.

California Education Code Section 72121.5

*Roberts Rules of Order, 11th ed. Section 43*

BP1043

ADOPTED: July 7, 2007

REVISED: Reviewed October 6, 2010; *Revised XXXXXXXX*

## SOLANO COMMUNITY COLLEGE DISTRICT

### FIRST AND SECOND READING PROCEDURE FOR ESTABLISHING OR CHANGING THE POLICIES AND REGULATIONS

1052

**POLICY:** Proposals to establish or change Board policies ~~and/or regulations~~ will appear on the published agenda at least one (1) time with the note "First Reading" prior to the meeting at which action is taken on the matter.

**REFERENCES/  
AUTHORITY:**

Solano Community College District Governing Board

**BP1052**

**ADOPTED:** July 7, 1982

**REVISED:** June 6, 2007; Reviewed October 20, 2010; ~~xxxxxx~~

REVISED



## SOLANO COMMUNITY COLLEGE DISTRICT

### SUSPENSION OF POLICY ~~OR REGULATION~~

1054

**POLICY:** Any policy ~~or regulation~~ may be suspended or rescinded by a majority vote of the entire Board. This vote will be taken by roll call and will be entered in the minutes of the meeting.

#### REFERENCES/

**AUTHORITY:** Solano Community College District Governing Board

**BP1054**

**ADOPTED:** July 7, 1982

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REVISED

## SOLANO COMMUNITY COLLEGE DISTRICT

### COMMITTEES OF THE BOARD

1073

**POLICY:** The Board may, by action, establish committees that it determines are necessary to assist the Board in its responsibilities. Any *standing* committee established by Board action shall comply with the requirements of the Brown Act and with these policies regarding open meetings.

Board *Adhoc* committees that are composed solely of less than a quorum of members of the Board and do not have authority that may lawfully be exercised by the Board itself, are not required to comply with the Brown Act, or with these policies regarding open meetings.

Board committees have no authority or power to act on behalf of the Board. Findings or recommendations shall be reported to the Board for consideration.

The Board has established the following *standing* committee:

- Audit Committee.

### REFERENCES/

**AUTHORITY:** California Government Code Section 54952

**BP1073**

**ADOPTED:** June 6, 2007

**REVISED:** Reviewed October 20, 2010; ~~xxxxxxx~~



## SOLANO COMMUNITY COLLEGE DISTRICT

### PARTICIPATION IN LOCAL DECISION MAKING

1077

**POLICY:**

The Governing Board is the ultimate decision-maker in those areas assigned to it by state and federal laws and regulations. In executing that responsibility, the Board is committed to its obligation to ensure that appropriate members of the District participate in developing recommended policies for Board action and administrative procedures for Superintendent-President action under which the District is governed and administered.

Each of the following groups shall participate as required by law in the decision-making processes of the District:

Academic Senate(s) (Title 5, Sections 53200-53206.)

The Board or its designees will consult collegially with the Academic Senate, as duly constituted with respect to academic and professional matters, as defined by law. Procedures to implement this section are developed collegially with the Academic Senate.

Staff (Title 5, Section 51023.5.)

Staff shall be provided with opportunities to participate in the formulation and development of District policies and procedures that have a significant effect on staff. The opinions and recommendations of the groups will be given every reasonable consideration.

Students (Title 5, Section 51023.7.)

The Associated Students shall be given an opportunity to participate effectively in the formulation and development of District policies and procedures that have a significant effect on students, as defined by law. The recommendations and positions of the Associated Students will be given every reasonable consideration. The selection of student representatives to serve on District committees or task forces shall be made after consultation with the Associated Students.

Except for unforeseeable emergency situations, the Board shall not take any action on matters subject to this policy until the appropriate constituent group or groups have been provided the opportunity to participate within the following timeframe:

- (1) The applicable campus group or groups shall have no more than two months (three months if over summer or semester break) from the Board's first reading of a policy to propose addition(s)/deletion(s) to a policy or agree to policy as submitted to the Board for first reading.
- (2) After a policy has been perused by all applicable campus groups for their input, the Secretary of the Board shall submit the proposed policy to the Board Ad Hoc Policy Committee within two weeks following the meeting date at which policy was reviewed by the last campus group submitting their input on the policy that was submitted to the Board for first reading.
- (3) The Board Ad Hoc Policy Committee will recommend the policy to the Board for approval by the second Governing Board meeting following receipt of policy from the Secretary of the Board.

Nothing in this policy will be construed to interfere with the formation or administration of employee organizations or with the exercise of rights guaranteed under the Educational Employment Relations Act, Government Code Sections 3540, et seq.

**REFERENCES/  
AUTHORITY:**

Education Code Section 70902(b)(7); Title 5  
Sections 53200 et seq., (Academic Senate),  
51023.5 (Staff), 51023.7 (Students)

Accreditation Standard IV.A

**BP 1077  
ADOPTED:**

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## SOLANO COMMUNITY COLLEGE DISTRICT

### POLITICAL ACTIVITY

1095

**POLICY:** Members of the Governing Board shall not use District funds, services, supplies, or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the governing board.

Initiative or referendum measures may be drafted on an area of legitimate interest to the District. The Governing Board may by resolution express the Board's position on ballot measures. Public resources may be used only for informational efforts regarding *the possible effects of District bond issues or other* ballot measures.

The Superintendent-President, as Secretary of the Board, shall not participate in endorsements or contributions to candidates and shall not use his/her name in connection with campaigns.

### REFERENCES/

**AUTHORITIES:** Education Code Sections 7054; 7056

Government Code 8314

**BP 1095**

**ADOPTED:** May 1, 2013

**REVISED:** .xxxxxxxxxx