

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

TO: **MEMBERS OF THE GOVERNING BOARD**

SUBJECT: **CONSENT CALENDAR – HUMAN RESOURCES**

REQUESTED ACTION: **APPROVAL**

HONORS PAY

| <u>Name</u> | <u>Discipline</u> | <u>Semester</u> | <u>Amount</u> |
|--------------------|-----------------------------------|------------------------|----------------------|
| Feigner, Mark | Geology (Mathematics and Science) | Spring 2017 | \$ 198.00 |
| Hannon, Zachary | Math (Mathematics and Science) | Fall 2016 | \$ 66.00 |
| Hannon, Zachary | Math (Mathematics and Science) | Spring 2017 | \$ 264.00 |
| Itaya, Patricia | Biology (Mathematics and Science) | Fall 2016 | \$ 198.00 |
| Itaya, Patricia | Biology (Mathematics and Science) | Spring 2017 | \$ 400.00 |
| Long, James | Biology (Mathematics and Science) | Fall 2016 | \$ 33.00 |
| Long, James | Biology (Mathematics and Science) | Spring 2017 | \$ 99.00 |
| Moore, Rennae | Biology (Mathematics and Science) | Fall 2016 | \$ 400.00 |
| Moore, Rennae | Biology (Mathematics and Science) | Spring 2017 | \$ 264.00 |
| Muick, Pamela | Biology (Mathematics and Science) | Spring 2017 | \$ 132.00 |
| Nosce, Lily | Biology (Mathematics and Science) | Fall 2016 | \$ 99.00 |
| Nosce, Lily | Biology (Mathematics and Science) | Spring 2017 | \$ 33.00 |
| Rhoads, Genele | Math (Mathematics and Science) | Spring 2017 | \$ 132.00 |
| Word, James | Biology (Mathematics and Science) | Fall 2016 | \$ 264.00 |
| Word, James | Biology (Mathematics and Science) | Spring 2017 | \$ 66.00 |
| Young, Cristina | Biology (Mathematics and Science) | Spring 2017 | \$ 66.00 |

Mary Jones
Human Resources

June 9, 2017

Date Submitted

Celia Esposito-Noy, Ed.D.
Superintendent-President

June 9, 2017

Date Approved

District Initiated Reclassification

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|--------------------|---|-------------------------|
| Dana Alsip | Reclassified from Cook, Early Learning Center (Range 5/Step 7) to Cook, Early Learning Center (Range 8/Step 5) 10 month to 11 month | 07/01/17 |
| Dyan Smith | Reclassified from Assistant, Early Learning Center (Range 11/Step 3) to Assistant, Early Learning Center (Range 13/Step 2) 10 month to 11 month | 07/01/17 |
| Patrice Spann | Reclassified from Specialist, Early Learning Center (Range 12/Step 5) to Specialist, Early Learning Center (Range 14/Step 4) 10 month to 11 month | 07/01/17 |
| Lisa Stedman | Reclassified from Specialist, Early Learning Center (Range 12/Step 7) to Specialist, Early Learning Center (Range 14/Step 6) 10 month to 11 month | 07/01/17 |
| Jotinder Takhar | Reclassified from Specialist, Early Learning Center (Range 12/Step 3) to Specialist, Early Learning Center (Range 14/Step 2) 10 month to 11 month | 07/01/17 |
| Juwan Vartanian | Reclassified from Specialist, Early Learning Center (Range 12/Step 7) to Specialist, Early Learning Center (Range 14/Step 6) 10 month to 11 month | 07/01/17 |
| Katherine Zimmer | Reclassified from Specialist, Early Learning Center (Range 12/Step 1) to Specialist, Early Learning Center (Range 14/Step 2) 10 month to 11 month | 07/01/17 |

EMPLOYMENT 2016-2017

Regular Assignment

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|--------------------|--|-------------------------|
| Maeghan Aten | Student Services Generalist (Range 13/Step 1) | 06/22/17 |
| Krystina Berry | Student Services Generalist (Range 13/Step 1) | 06/22/17 |
| Kendra Dunn | Admissions and Records Analyst (Range 15/Step 1) | 06/22/17 |
| Sandra Hernandez | Student Services Generalist (Range 13/Step 1) | 06/22/17 |
| Steven Jones | Maintenance Engineer (Range 18/Step 3) | 06/08/17 |

Out of Class

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> | <u>Amount</u> |
|--------------------|---|-------------------------|----------------------------------|
| Robert Ceja, Jr. | Lead Custodian | 06/01/17 – 06/30/17 | \$161.19/Month \$161.19 Total |
| Eduardo Del Pilar | Custodial Supervisor | 06/01/17 – 06/30/17 | \$563.43/Month \$563.43 Total |
| Melissa Pegg | Administrative Assistant III-Academic Affairs | 05/01/17 – 06/30/17 | \$159.46/Month \$318.92 Total |

Ten-month Classified Employees Working Summer Session

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> | <u>Amount</u> |
|--------------------|------------------------------------|-------------------------|----------------------|
| Barbara Gravely | Cosmetology Lab Assistant (summer) | 06/12/17 – 6/30/17 | \$22.47 hr. |

Short-term/Temporary/Substitute

| <u>Name</u> | <u>Assignment</u> | <u>Fund/Grant Name</u> | <u>Effective</u> | <u>Amount</u> |
|--------------------|--|-------------------------------|-------------------------|----------------------|
| Erica Beam | Distance Education | IEPI | 06/01/17 – 06/30/17 | \$64.87 hr. |
| Debra Berrett | Boot Camp | NCCPA | 06/01/17 – 06/30/17 | \$69.05 hr. |
| Curtiss Brown | Articulation | General Fund | 06/17/17 – 06/30/17 | \$64.87 hr. |
| Ashley Chappell | Assistant Coach- Volleyball Summer Clinics | Volleyball Trust | 06/24/17 – 06/30/17 | \$16.66 hr. |
| Karen Cook | Boot Camp | NCCPA | 06/01/17 – 06/30/17 | \$69.05 hr. |
| Amy Dauffenbach | Dedicated MESA- TRIO Counseling | MESA-TRIO Program | 06/05/17 – 06/30/17 | \$69.05 hr. |
| LaNae Jaimez | Academic Senate | General Fund | 05/30/17 – 06/30/17 | \$71.72 hr. |
| Alex Jones | Administrative Assistant III- Temporary | SSSP | 06/22/17 – 06/30/17 | \$16.56 hr. |
| Brianna Krystek | Assistant Coach- Volleyball Summer/Fall | Volleyball Trust | 06/24/17 – 06/30/17 | \$16.66 hr. |
| Jose Leal | Technology Specialist | Bond | 06/05/17 – 06/30/17 | \$19.73 hr. |
| Ann Jamae Magno | Lab Technician | General Fund | 06/20/17 – 06/30/17 | \$17.72 hr. |
| Amy Obegi | Assessment | IEPI | 06/01/17 – 06/30/17 | \$64.87 hr. |
| Robert Rogers | Assistant Coach- Baseball | General Fund | 09/21/16 – 06/01/17 | \$16.66 hr. |
| Kheck Sengmany | Boot Camp | NCCPA | 06/01/17 – 06/30/17 | \$60.69 hr. |
| Kaitlin Williams | Assistant Coach- Volleyball Summer Clinics | Volleyball Trust | 06/24/17 – 06/30/17 | \$16.66 hr. |

EMPLOYMENT 2017-2018

Regular Assignment

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|--------------------|---|-------------------------|
| Kristin Conner | Dean, Counseling Services & DSP | 07/01/17 |
| Doug Green | Full-time Instructor – Advanced Robotics & Mechatronics | 08/11/17 |

Regular Assignment (Cont.)

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|--------------------|--|-------------------------|
| Andrew McGee | Full-time Instructor – Auto Technology | 08/11/17 |
| Michael Silva | Full-time Instructor – Biotechnology | 08/11/17 |

Out of Class

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> | <u>Amount</u> |
|--------------------|--|-------------------------|---------------------------------------|
| Susan Beavers | Admissions & Records Analyst | 07/01/17 – 12/31/17 | \$176.80/Month \$1,060.80 Total |
| Robert Ceja, Jr. | Lead Custodian | 07/01/17 – 12/31/17 | \$161.19/Month \$805.95 Total |
| Eduardo Del Pilar | Custodial Supervisor | 07/01/17 – 12/31/17 | \$563.43/Month \$2817.15 Total |
| Myron Hord | Interim Director of Facilities | 07/01/17 – 12/31/17 | \$391.01/Month \$2,346.06 Total |
| Nedra Park | Extension: Administrative Assistant (1.0 FTE) TRIO | 07/01/17 – 12/31/17 | \$1,947.37/Month \$11,684.19 Total |
| Melissa Pegg | Administrative Assistant III-Academic Affairs | 07/01/17 – 08/30/17 | \$159.46/Month \$318.92 Total |
| Beverly Sloley | Accounting Manager | 07/01/17 – 12/31/17 | \$493.86/Month \$2,963.16 Total |

Ten-month Classified Employees Working Summer Session

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> | <u>Amount</u> |
|--------------------|------------------------------------|-------------------------|----------------------|
| Barbara Gravely | Cosmetology Lab Assistant (summer) | 07/01/17 – 08/03/17 | \$22.47 hr. |

Part-Time Adjunct Assignment

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|---------------------|---|-------------------------|
| Christina Hewett | Adjunct Instructor – Nursing (not to exceed 67%) | 08/14/17 |
| Stephen Lepera | Adjunct Instructor – Nursing (not to exceed 67%) | 08/14/17 |
| Sheryl Litman-Lewis | Adjunct Instructor – Nursing (not to exceed 67%) | 08/14/17 |
| Eva Orcullo | Adjunct Instructor – Nursing (not to exceed 67%) | 08/14/17 |
| Sarah Wasley-Smith | Adjunct Instructor – Graphic Arts (not to exceed 67%) | 08/14/17 |

Change in Assignment

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|--------------------|---|-------------------------|
| John Siefert | Change from Student Service Generalist (Range 13/Step 7) to Admissions and Records Analyst (Range 15/Step 6) | 07/01/17 |
| Rischa Slade | Change from Director, Student Life (ALG Range 43/Step 4) to Student Affairs Specialist (CSEA Range 15/Step 7) | 07/01/17 |

Temporary Change in Assignment

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|--------------------|---|-------------------------|
| Eileen Amick | Transfer from Small Business Development Center to Educational Foundation | 07/01/17 – 06/30/18 |
| Nedra Park | Change from .50 FTE Administrative Assistant to 1.0 FTE – TRIO | 07/01/17 – 06/30/18 |

Short-term/Temporary/Substitute

| <u>Name</u> | <u>Assignment</u> | <u>Fund/Grant Name</u> | <u>Effective</u> | <u>Amount</u> |
|--------------------|---|-------------------------------|-------------------------|----------------------|
| Natalie Allas | Theatre Event Technician | General Fund | 07/01/17 – 06/30/18 | \$14.50 hr. |
| Kevin Anderson | Cyber Patriot Camp | NCCPA | 07/01/17 – 07/31/17 | \$71.72 hr. |
| Yvonne Armstrong | Purchasing Technician | General Fund | 07/01/17 – 09/30/17 | \$18.90 hr. |
| Dustin Aubert | Athletic Academic Instructional Lab Assistant | Equity Fund | 07/31/17 – 12/31/17 | \$15.21 hr. |
| Tatum Bales | Athletic Academic Instructional Lab Assistant | Equity Fund | 07/31/17 – 12/31/17 | \$15.21 hr. |
| Tatum Bales | Assistant Coach Volleyball Summer/Fall | Volleyball Trust | 07/10/17 – 12/20/17 | \$16.66 hr. |
| Tatum Bales | Instructional Assistant | Student Equity | 07/01/17 – 08/04/17 | \$15.21 hr. |
| Erica Beam | Distance Education | IEPI | 07/01/17 – 08/11/17 | \$64.87 hr. |
| Debra Berrett | Boot Camp | NCCPA | 07/01/17 – 07/31/17 | \$69.05 hr. |
| Mark Berrett | Cyber Patriot Camp | NCCPA | 07/01/17 – 07/31/17 | \$69.05 hr. |
| Ket Bounkousonh | Custodian | Oper Eng Sub | 07/01/17 – 06/30/18 | \$13.62 hr. |
| Lisa Brasley | Registration Aide | SSSP | 07/01/17 – 06/30/18 | \$12.00 hr. |
| Curtiss Brown | Articulation | General Fund | 07/01/17 – 08/11/17 | \$64.87 hr. |
| Seth Brown | Student Services Generalist AR | SSSP | 07/01/17 – 06/30/18 | \$12.00 hr. |

Short-term/Temporary/Substitute (continued)

| <u>Name</u> | <u>Assignment</u> | <u>Fund/Grant Name</u> | <u>Effective</u> | <u>Amount</u> |
|----------------------------|--|-------------------------------|-------------------------|----------------------|
| Ashley Chappell | Assistant Coach- Volleyball Summer Clinics | Volleyball Trust | 07/01/17 – 08/09/17 | \$16.66 hr. |
| Ashley Chappell | Assistant Coach Volleyball | General Fund | 08/10/17 – 12/31/17 | \$16.66 hr. |
| Kavisha Claiborne | Student Services Generalist-Temporary | Student Equity | 07/01/17 – 12/31/17 | \$16.56 hr. |
| Jimmie Collier | Custodian | Oper Eng Sub | 07/01/17 – 06/30/18 | \$13.62 hr. |
| Karen Cook | Boot Camp | NCCPA | 07/01/17 – 07/31/17 | \$69.05 hr. |
| Manuel Corpus | Custodian | Oper Eng Sub | 07/01/17 – 06/30/18 | \$13.62 hr. |
| Amy Dauffenbach | Dedicated MESA- TRIO Counseling | MESA-TRIO Program | 07/01/17 – 08/14/17 | \$69.05 hr. |
| Sisleide “Sissi” DoAmor | Assistant Coach- Women’s Soccer | General Fund | 07/01/17 – 12/31/17 | \$16.66 hr. |
| Lawrence Dwumfuoh | Registration Aide | SSSP | 07/01/17 – 06/30/18 | \$12.00 hr. |
| Taylor Ercole | Custodian | Oper Eng Sub | 07/01/17 – 06/30/18 | \$13.62 hr. |
| Vahid Eskandari | New Bio-Tech Science Building | General Fund | 07/01/17 – 08/13/17 | \$71.72 hr. |
| Stephanie Garcia | Registration Aide | SSSP | 07/01/17 – 06/30/18 | \$12.00 hr. |
| Juston Goodwin | Assistant Coach- Men’s Basketball | Men’s Basketball Trust | 08/10/17 – 03/31/18 | \$16.66 hr. |
| Jennifer Guggemos | Theatre Event Tech | General Fund | 07/01/17 – 06/30/18 | \$14.50 hr. |
| LaNae Jaimez | Academic Senate | General Fund | 07/01/17 – 08/11/17 | \$71.72 hr. |
| Alex Jones | Administrative Assistant III- Temporary | SSSP | 07/01/17 – 06/30/18 | \$16.56 hr. |
| Brianna Krystek | Assistant Coach- Volleyball Summer/Fall | Volleyball Trust | 07/01/17 – 12/15/17 | \$16.66 hr. |
| Kristy Juliano | Building 1200 Relocation | General Fund | 07/01/17 – 12/31/17 | \$64.87 hr. |
| Sarah Lambert | Theatre Event Technician | General Fund | 07/01/17 – 06/30/18 | \$14.50 hr. |
| Keanna Layug | Assistant Coach- Volleyball Summer Clinics | Volleyball Trust | 07/17/17 – 08/04/17 | \$16.66 hr. |
| Tuyen Minh Le | Custodian | Oper Eng Sub | 07/01/17 – 06/30/18 | \$13.62 hr. |
| Jose Leal | Technology Specialist | Bond | 07/01/17 – 08/11/17 | \$19.73 hr. |

Short-term/Temporary/Substitute (continued)

| <u>Name</u> | <u>Assignment</u> | <u>Fund/Grant Name</u> | <u>Effective</u> | <u>Amount</u> |
|----------------------------|---|-------------------------------|-------------------------|----------------------|
| Veronica Lindsey | Registration Aide | SSSP | 07/01/17 – 06/30/18 | \$12.00 hr. |
| Darsen Long | Building 1200 Relocation | General Fund | 07/01/17 – 12/31/17 | \$69.05 hr. |
| Ann Jamae Magno | Lab Technician | General Fund | 07/01/17 – 08/20/17 | \$17.72 hr. |
| Christine Mani | Building 1200 Relocation | General Fund | 07/01/17 – 12/31/17 | \$60.69 hr. |
| George Molina | Assistant Coach- Women's Basketball | Women's Basketball Trust | 08/10/17 – 05/31/18 | \$16.66 hr. |
| Ashley Morton | Custodian | Oper Eng Sub | 07/01/17 – 06/30/18 | \$13.62 hr. |
| Wenceslao Muyco | Theatre Event Technician | General Fund | 07/01/17 – 06/30/18 | \$14.50 hr. |
| Thomas Nabarrete | Theatre Stage Technician | General Fund | 07/01/17 – 06/30/18 | \$14.50 hr. |
| Hoi Nguyen | Custodian | Oper Eng Sub | 07/01/17 – 06/30/18 | \$13.62 hr. |
| Amy Obegi | Assessment | IEPI | 07/01/17 – 08/11/17 | \$64.87 hr. |
| Vanessa Pimentel | Assistant Coach- Volleyball Summer Clinics | Volleyball Trust | 07/17/17 – 08/04/17 | \$16.66 hr. |
| Carolyn Pleasant | Registration Aide | SSSP | 07/01/17 – 06/30/18 | \$12.00 hr. |
| Fiorella Polo- Espinoza | FA Student Services Assistant II | SFAA-BFAP | 07/01/17 – 06/30/18 | \$18.10 hr. |
| Ruth Rich | Registration Aide | SSSP | 07/01/17 – 06/30/18 | \$12.00 hr. |
| Sara Carolina Rico | Registration Aide | SSSP | 07/01/17 – 06/30/18 | \$12.00 hr. |
| Zachary Robinson | Custodian | Oper Eng Sub | 07/01/17 – 06/30/18 | \$13.62 hr. |
| Andrew Rovendro | Theatre Event Tech | General Fund | 07/01/17 – 06/30/18 | \$14.50 hr. |
| Craig Scharfen | Senior Stage Technician | General Fund | 07/01/17 – 06/30/18 | \$16.50 hr. |
| Kheck Sengmany | Boot Camp | NCCPA | 07/01/17 – 07/31/17 | \$60.69 hr. |
| Tyren Sillanpaa | Athletic Academic Instructional Lab Assistant | Equity Fund | 07/31/17 – 12/31/17 | \$15.21 hr. |
| Mike Silvernail | Warehouse Operator | Oper Eng Sub | 07/01/17 – 06/30/18 | \$14.25 hr. |
| Allison Sutherland | Box Office Manager | General Fund | 07/01/17 – 06/30/18 | \$12.50 hr. |
| Ann Talamantes- Ristow | Assistant Coach- Women's Basketball | Women's Basketball Trust | 08/10/17 – 02/28/18 | \$16.66 hr. |
| Joe Te | Assistant Coach- Men's Basketball | Men's Basketball Trust | 08/10/17 – 03/31/18 | \$16.66 hr. |

Short-term/Temporary/Substitute (continued)

| <u>Name</u> | <u>Assignment</u> | <u>Fund/Grant Name</u> | <u>Effective</u> | <u>Amount</u> |
|--------------------|--|-------------------------------|-------------------------|----------------------|
| Rebecca Valentino | Building 1200 Relocation | General Fund | 07/31/17 – 12/31/17 | \$62.64 hr. |
| Kaitlin Williams | Assistant Coach- Volleyball Summer Clinics | Volleyball Trust | 07/01/17 – 09/15/17 | \$16.66 hr. |
| Teresa Yumae | Building 1200 Relocation | General Fund | 07/01/17-12/31/17 | \$71.72 hr. |

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

TO: **Members of the Governing Board**

SUBJECT: **WARRANTS**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

| | | | |
|----------|-----------------|-----------------------|--------------|
| 05/01/17 | Vendor Payments | 2511077562 | \$700.00 |
| 05/01/17 | Vendor Payments | 2511077563-2511077569 | \$62,875.82 |
| 05/01/17 | Vendor Payments | 2511077570 | \$586,743.00 |
| 05/01/17 | Vendor Payments | 2511077571-2511077672 | \$751,612.76 |
| 05/05/17 | Vendor Payments | 2511077673-2511077714 | \$15,479.90 |
| 05/08/17 | Vendor Payments | 2511077715-2511077793 | \$192,037.25 |
| 05/08/17 | Vendor Payments | 2511077794 | \$7,500.00 |

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

| | | |
|------------------------------------|---------------------------|--|
| <i>Ed. Code: 70902 & 81656</i> | <i>Board Policy: 3240</i> | <i>Estimated Fiscal Impact: \$8,944,470.50</i> |
|------------------------------------|---------------------------|--|

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

Yulian Ligioso
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

June 9, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

June 9, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: WARRANTS

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

| | | | |
|---------------|-----------------|-----------------------|-----------------------|
| 05/08/17 | Vendor Payments | 2511077795-2511077805 | \$3,075,834.07 |
| 05/15/17 | Vendor Payments | 2511077806-2511077807 | \$7,157.76 |
| 05/15/17 | Vendor Payments | 2511077808 | \$5,085.00 |
| 05/15/17 | Vendor Payments | 2511077809-2511077820 | \$1,776,857.19 |
| 05/15/17 | Vendor Payments | 2511077821 | \$72,471.00 |
| 05/15/17 | Vendor Payments | 2511077822-2511077905 | \$293,448.26 |
| 05/19/17 | Vendor Payments | 2511077906-2511077968 | \$13,789.00 |
| 05/22/17 | Vendor Payments | 2511077969 | \$15,640.00 |
| 05/22/17 | Vendor Payments | 2511077970-2511077973 | \$17,783.55 |
| 05/22/17 | Vendor Payments | 2511077974 | \$182.25 |
| 05/22/17 | Vendor Payments | 2511077975-2511078048 | \$290,332.86 |
| 05/23/17 | Vendor Payments | 2511078049-2511078120 | \$192,020.93 |
| 05/30/17 | Vendor Payments | 2511078121 | \$410,936.71 |
| 05/30/17 | Vendor Payments | 2511078122-2511078132 | \$354,920.06 |
| 05/30/17 | Vendor Payments | 2511078133 | \$2,692.03 |
| 05/30/17 | Vendor Payments | 2511078134-2511078219 | <u>\$798,371.10</u> |
| TOTAL: | | | \$8,944,470.50 |

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

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

PERSONAL SERVICES AGREEMENTS

Superintendent-President's Office
Celia Esposito-Noy, Ed.D., Superintendent-President

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> | <u>Amount</u> |
|---------------------|---|----------------------------------|----------------------------|
| Mary T. Jones | Review of Human Services business processes. Facilitation of collective bargaining. Development and presentation of training packages. | July 1, 2017 – June 30, 2018 | Not to exceed \$125,000.00 |
| Virginia McReynolds | Format accreditation self-study report. | June 12, 2017 – June 30, 2017 | Not to exceed \$10,000.00 |
| Jimmy Dean West | Photography services. Shooting, editing, processing and organization of photo library. | July 1, 2017 – June 30, 2018 | Not to exceed \$10,000.00 |
| Kristie West | Communication, marketing and public relations services, including advertising, social media, media relations, publications and editing. | July 1, 2017 – June 30, 2018 | Not to exceed \$40,000.00 |
| Deborah Travis | Review, update and rewrite specific Solano Community College District Board Policies, Series 1000-6000. | July 1, 2017 – December 31, 2017 | Not to exceed \$9,600.00 |

Yulian I. Ligioso
 Vice President, Finance & Administration

Celia Esposito-Noy, Ed.D.
 Superintendent-President

June 9, 2017
Date Submitted

June 9, 2017
Date Approved

Academic Affairs
David Williams, Ph.D., Vice President

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> | <u>Amount</u> |
|--------------------|---|---------------------------------|------------------------------|
| Stevenson Media | Create brochures and videos in order to promote the CTE programs at Solano Community College. | July 1, 2017 – June 30, 2018 | Not to exceed \$24,400.00 |

Student Services
Gregory Brown, Vice President

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> | <u>Amount</u> |
|-----------------------------|---|-----------------------------------|---------------------------|
| Laura Aguirre | Guest speaker for the STEM and MESA-TRIO program. | April 28, 2017 | Not to exceed \$500.00 |
| Annette Angus | Guest speaker for the STEM and MESA-TRIO program. | April 7, 2017 | Not to exceed \$500.00 |
| Kelly Cone | Guest speaker for the STEM and MESA-TRIO program. | March 24, 2017 | Not to exceed \$500.00 |
| Danza Azteca Nanahuatzin | Dance performance for the Latino Recognition Celebration. | May 19, 2017 | Not to exceed \$150.00 |
| Charles La | Guest speaker for the STEM and MESA-TRIO program. | February 21, 2017 | Not to exceed \$500.00 |
| Darla Williams | Organization and supervision of Volleyball summer clinics and camps. Includes marketing, fundraising, registration of participants, training of coaches for the running of clinics and camps. | June 24, 2017 – August 4, 2017 | Not to exceed \$600.00 |

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR VACAVILLE CENTER TRUSS REPAIR
PROJECT**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

Board approval is requested for the Vacaville Center Truss Repair Project Notice of Completion. On May 3, 2017, TPA Construction, Inc. was selected to provide construction services for minor repair of eleven wood roof trusses in the Vacaville Center Annex Building. TPA Construction, Inc.’s contract amount was \$21,810.

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; and
- Upon Board approval a Notice of Completion will be filed with Solano County for the project.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Necessary documentation for completed construction and renovations.

| <i>Ed. Code:</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact:</i> N/A |
|---|--|---|
| SUPERINTENDENT’S RECOMMENDATION: | | <input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE |
| Lucky Lofton Executive Bonds Manager | | |
| PRESENTER’S NAME | | |
| 4000 Suisun Valley Road Fairfield, CA 94534 | | |
| ADDRESS | | |
| (707) 863-7855 | | |
| TELEPHONE NUMBER | | |
| Yulian Ligioso Vice President, Finance & Administration | Celia Esposito-Noy, Ed. D Superintendent-President | |
| VICE PRESIDENT APPROVAL | June 9, 2017 DATE APPROVED BY SUPERINTENDENT-PRESIDENT | |
| June 9, 2017 DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT | | |

When recorded mail to:
Yulian Ligioso, VP, Finance and Administration
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

*State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)
Must be recorded within 10 days after completion*

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

-
6. Work of modernization on the property hereinafter described was completed on: 06/21/17
 7. The Project Name is Vacaville Center Annex Truss Repair Project
 8. DSA Number (if applicable) Scope did not require DSA approval
 9. The contractor for such work of modernization is TPA Construction, Inc.
 10. The name of the contractor's Surety Co. is: This project did not require a Surety Co.
 11. The date of contract between the contractor and the above owner is 05/03/17
 12. The street address of said property is 2001 North Village Parkway, Vacaville, California 95688
 13. APN # 0133-190-520
 14. The property on which said work of modernization was completed is in the City of Vacaville, County of Solano, State of California, and is described as follows: Minor structural repairs of existing wood trusses.

Date

Signature of Owner – Celia Esposito-Noy, Ed.D.
Solano Community College District

Verification

I, undersigned, say:

I am Executive Bonds Manager

(“President,” “Owner,” “Manager,” etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on _____, at _____, California.
(City or Town where signed)

When recorded mail to:
Yulian Ligioso, VP, Finance and Administration
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)
Must be recorded within 10 days after completion

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

-
6. Work of modernization on the property hereinafter described was completed on: 06/21/17
 7. The Project Name is Building 1200 Storage Systems and Accessories Project
 8. DSA Number (if applicable) Scope did not require DSA approval
 9. The contractor for such work of modernization is TPA Construction, Inc.
 10. The name of the contractor's Surety Co. is: This project did not require a Surety Co.
 11. The date of contract between the contractor and the above owner is 04/19/17
 12. The street address of said property is 4000 Suisun Valley Road, Fairfield, CA 94534
 13. APN # 0027-242-110
 14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Furnishing and installation of miscellaneous storage systems and accessories.

Date

Signature of Owner – Celia Esposito-Noy, Ed.D.
Solano Community College District

Verification

I, undersigned, say:

I am Executive Bonds Manager

("President," "Owner," "Manager," etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on _____, at _____, California.
(City or Town where signed)

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

TO: Members of the Governing Board

SUBJECT: DONATIONS

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

| <u>NAME AND ADDRESS</u> | <u>ITEM AND ESTIMATED VALUE</u> | <u>RECEIVING DEPARTMENT</u> |
|---|---|-----------------------------|
| Avery Greene Honda 800 Admiral Callaghan Lane Vallejo, CA 94591 | 1998 Buick LeSabre Operational Vehicle \$0.00 | Auto Technology |

Acceptance of this donation is recommended at this time.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

| | | |
|-------------------------|---------------------------|--|
| <i>Government Code:</i> | <i>Board Policy: 3350</i> | <i>Estimated Fiscal Impact: \$ In Kind Gifts</i> |
|-------------------------|---------------------------|--|

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

Yulian Ligioso
 Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Yulian Ligioso
 Finance & Administration

VICE PRESIDENT APPROVAL

June 9, 2017

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
 Superintendent-President

June 9, 2017

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **RESIGNATION TO RETIRE**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

| <u>Name</u> | <u>Assignment & Years of Service</u> | <u>Effective</u> |
|-------------------|--|------------------|
| Judith Burtenshaw | Administrative Assistant IV-Community Services 20 years and one month of service at SCC | 06/30/17 |
| Hai-Yen Scoccia | Payroll Analyst Lead 37 years of service at SCC | 06/30/17 |

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Human Resources

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

Mary Jones
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

June 9, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

June 9, 2017
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 16/17-25 DESIGNATION AND
 DISPOSAL/DISPOSITION OF DISTRICT SURPLUS
 EQUIPMENT AND PROPERTY**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

As District staff continue to accomplish housecleaning in a number of buildings, and in compliance with the 81000 series of the California Education Code for appropriate disposition methods and/or restrictions, staff is requesting approval of the attached Resolution No. 16/17-25 authorizing the sale of ten surplus Shimpo RK pottery wheels, which are unsatisfactory for retention and not suitable for school use.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

| | | |
|--|---------------------------|-------------------------------------|
| <i>Ed. Code:</i> | <i>Board Policy:</i> 3320 | <i>Estimated Fiscal Impact:</i> N/A |
| CA Ed Code 70902 (b) (6)m 81540 | | |

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Myron Hord
 Interim Facilities Director

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7260

TELEPHONE NUMBER

Yulian Ligioso
VICE PRESIDENT APPROVAL

June 9, 2017
**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
 Superintendent-President

June 9, 2017
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

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

RESOLUTION NO. 16/17-25

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

WHEREAS, The Governing Board of the Solano Community College District has determined that the personal property, described as ten Shimpo RK Pottery Wheels, are unsatisfactory for retention and not suitable for school use; now therefore be it

RESOLVED, The Interim Director of Facilities, with the approval of the Superintendent-President, is authorized to sell as surplus of said property.

PASSED AND ADOPTED, This 21st day of June 2017, by the Governing Board of the Solano Community College District.

ROSEMARY THURSTON
BOARD PRESIDENT

CELIA ESPOSITO-NOY, Ed.D.
SECRETARY



Solano Community College District Disposition, Transfer or Trade-In College Equipment

It is requested that the equipment inventory records for the listed equipment be adjusted as follows:
(Check only one reason)

- Returned to vendor (attach to yellow copy of approved form) Transfer to (Location) Bldg. No. Room No.
 Lost or stolen (attach copy of theft report form)
 To be sold as surplus
 To be destroyed or broken up for parts
 Trade-in or sale in lieu of trade-in list P.O. number and vendor

Comment: Auction of these items only to take place in 1300, early fall 2017
Exact date TBD - must be posted in newspaper

| Asset No. | Description | For Surplus Items Only | |
|-----------|----------------------------|------------------------|----------|
| | | Building No. | Room No. |
| none | Shimpo RK Wheel # 63052484 | 1300 | 1311 |
| ↓ | # 63052482 | ↓ | ↓ |
| ↓ | # 63052485 | ↓ | ↓ |
| ↓ | # 63052480 | ↓ | ↓ |
| ↓ | # 63052506 | ↓ | ↓ |
| ↓ | # 63052481 | ↓ | ↓ |
| ↓ | # 63052479 | ↓ | ↓ |
| ↓ | # 63052478 | ↓ | ↓ |
| ↓ | # 63052483 | ↓ | ↓ |
| ↓ | # 63052477 | ↓ | ↓ |
| | | | |
| | | | |
| | | | |

Note: If the item is too destroyed or broken-up for parts it will be taken to the recycle area and will not require pickup by the warehouseman, unless so noted on this sheet.

Action Performed by: Kathy Kearns Date: 6/11/17
 Division or Organizational Unit: School of Liberal Arts
 Approved by: [Signature] Date: 6-1-17
Unit Manager or Division Dean

For District Facilities Office Use

For Surplus Items:

Board authorization to sell _____

Invoice/receipt number and date _____

Distribution: District Director of Facilities, Duplicate for your files, Fixed Asset Disposition and Trade-in

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

TO: **Members of the Governing Board**

SUBJECT: **TENTATIVE DISTRICT GENERAL FUND BUDGETS AND
PROPOSED TIME AND PLACE FOR THE PUBLIC
HEARING AND ADOPTION OF THE OFFICIAL
DISTRICT BUDGETS FOR 2017-2018**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

Yulian I. Ligioso, Vice President of Finance & Administration, will present for acceptance the District's Tentative 2017-2018 General Fund Budgets and the dates to establish the public hearing and formal adoption of the 2017-2018 budgets. A budget update, including a PowerPoint presentation labeled Tentative Budget 2017-2018 1st Reading was presented at the June 7, 2017 Board study session.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

| | | |
|---|---------------------------------|---------------------------------|
| <i>Ed. Code: (CCR) Title 5, Section 58301</i> | <i>Board Policy: 3000, 3005</i> | <i>Estimated Fiscal Impact:</i> |
|---|---------------------------------|---------------------------------|

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

Yulian Ligioso
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

June 9, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

June 9, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: TENTATIVE DISTRICT GENERAL FUND BUDGETS AND
PROPOSED TIME AND PLACE FOR THE PUBLIC
HEARING AND ADOPTION OF THE OFFICIAL
DISTRICT BUDGETS FOR 2017-2018**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The public hearing and the adoption of these official 2017-2018 budgets, in accordance with California Code of Regulations, Title 5, Section 58301, are tentatively scheduled for the Board meeting on Wednesday, September 6, 2017, in the Denis Honeychurch Board Room of the Solano Community College District, 4000 Suisun Valley Road, Fairfield, CA.

Copies of the District's 2017-2018 Tentative Budget were provided to the Board under separate cover. Copies are available from the Office of the Vice President of Finance & Administration, and online at: http://www.solano.edu/finance_admin/.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RATIFICATION OF CONTRACT WITH PACIFIC GAS AND ELECTRIC COMPANY FOR ELECTRIC SERVICE FACILITIES FOR VALLEJO AUTOTECHNOLOGY BUILDING PROJECT

REQUESTED ACTION:

- Information OR Approval
Consent OR Non-Consent

SUMMARY:

Board approval is requested ratify a contract executed March 8, 2017 to Pacific Gas & Electric (PG&E) to provide facilities for a new service connection for the Vallejo Center Autotechnology Building Project at the corner of Turner Parkway and North Ascot. This contract is based on PG&E's design for the new improvements. Execution of this contract was needed in a timely manner in order for PG&E to release the final design and construct the facilities in a timely manner to not delay the District's Design Builder's construction of the Autotechnology Building.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
Basic skills education
Workforce development and training
Transfer-level education
Other: Construct infrastructure that supports classrooms and related College facilities

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$37,233.91 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
VP, Finance & Administration

VICE PRESIDENT APPROVAL

June 9, 2017

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

Celia Esposito-Noy, Ed. D.
Superintendent-President

June 9, 2017

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: RATIFICATION OF CONTRACT WITH PACIFIC GAS
AND ELECTRIC COMPANY FOR ELECTRIC SERVICE
FACILITIES FOR VALLEJO AUTOTECHNOLOGY
BUILDING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The total contract amount is \$37,233.91. A deposit of \$2,500 was previously paid at the time of application for service.

The Governing Board is asked to ratify approval of a contract to Pacific Gas and Electric Company in the amount of \$37,233.91.

The contract is available online at: <http://www.solano.edu/measureq/planning.php>.

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

TO: Members of the Governing Board

**SUBJECT: FUNDING AGREEMENT WITH SOLANO
TRANSPORTATION AUTHORITY FOR THE FAIRFIELD
CAMPUS ENTRY SIDEWALK PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The District requested funding assistance for this project and STA is generously responded by offering funding in the amount of \$50,000.

The Governing Board is asked to approve the attached Funding Agreement with Solano Transportation Authority for funding in the amount of \$50,000.

The agreement is available online at: <http://www.solano.edu/measureq/planning.php>.

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AMENDMENT #1 TO VISIONS
MANAGEMENT FOR PROFESSIONAL SERVICES FOR
PERFORMING ARTS BUILDING SWING SPACE
PROJECT AND PROGRAM MANAGEMENT**

REQUESTED ACTION:

- Information** **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

On May 18, 2016 the Board approved a contract in the amount of \$94,750 with Visions Management to provide move coordination services for the Performing Arts Building Swing Space Project and relocation of Program Management functions.

Board approval is requested for the attached Amendment #1 to increase the original consulting

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Renovate existing instructional space and equipment

| | | |
|------------------|--------------------------------|--|
| <i>Ed. Code:</i> | <i>Board Policy: 3225;3520</i> | <i>Estimated Fiscal Impact: \$35,880 Measure Q Funds</i> |
|------------------|--------------------------------|--|

SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

June 9, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

June 9, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO VISIONS
MANAGEMENT FOR PROFESSIONAL SERVICES FOR
PERFORMING ARTS BUILDING SWING SPACE
PROJECT AND PROGRAM MANAGEMENT**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

CONTINUED FROM THE PREVIOUS PAGE

services agreement with Visions Management for additional move coordination services due to an increased number of move days required beyond those originally estimated.

\$ 94,750 Original Contract Amount
\$ 0 Previously Approved Amendments
\$ 35,880 Amendment #1
\$130,630 New Contract Amount

The Board is asked to approve this contract Amendment #1 to Visions Management in an amount not to exceed \$35,880.

The contract Amendment #1 is available online at: <http://www.solano.edu/measureq/planning.php>.

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #2 WITH NINYO & MOORE
 FOR THE AUTOMOTIVE TECHNOLOGY BUILDING
 PROJECT**

REQUESTED ACTION:

- Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

On August 19, 2015 the Board approved a professional services agreement in the amount of \$110,000 with Ninyo & Moore to provide testing and special inspection services for the Automotive Technology Building Project. The Board approved Amendment #1 for additional services February 15, 2017.

Board approval is requested for the attached Amendment #2 to increase the original consulting services agreement with Ninyo & Moore for structural steel welding inspection, testing of asphalt

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Provide new instructional space and equipment.

| | | |
|------------------|--------------------------------|--|
| <i>Ed. Code:</i> | <i>Board Policy: 3225;3520</i> | <i>Estimated Fiscal Impact: \$18,750 Measure Q Funds</i> |
|------------------|--------------------------------|--|

SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
 Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
 Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

June 9, 2017

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
 Superintendent-President

June 9, 2017

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #2 WITH NINYO & MOORE
FOR THE AUTOMOTIVE TECHNOLOGY BUILDING
PROJECT**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

CONTINUED FROM THE PREVIOUS PAGE

paving, proof load testing of anchors, concrete sampling and testing and compaction of soils that is deemed necessary per the results from the original testing program.

| | | |
|----|------------------|----------------------------------|
| \$ | 110,000.00 | Original Contract Amount |
| \$ | 39,428.00 | Previously Approved Amendment #1 |
| \$ | <u>18,750.00</u> | Proposed Amendment #2 |
| \$ | 168,178.00 | New Contract Amount |

The Board is asked to approve this contract amendment to Ninyo & Moore in an amount not to exceed \$18,750. Ninyo & Moore's new contract amount will be \$168,178.

The contract Amendment #2 is available online at: <http://www.solano.edu/measureq/planning.php>.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO KD SPECIALTY
CONTRACTORS INC. FOR CONSTRUCTION SERVICES
FOR THE BUILDING 1200 MARKER BOARDS PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a construction contract to KD Specialty Contractors Inc. for the Building 1200 Marker Boards Project. The scope of work includes labor, materials, equipment and supplies necessary for the replacement and modification of existing plain marker boards in Building 1200 with marker boards possessing permanent music lines for musical instruction.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other: Renovate instructional space and update equipment

Ed. Code: Board Policy:3225; 3520 Estimated Fiscal Impact: \$15,665 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

June 7, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

June 7, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO KD SPECIALTY
CONTRACTORS INC. FOR CONSTRUCTION SERVICES
FOR THE BUILDING 1200 MARKER BOARDS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was requested from KD Specialty Contractors Inc., who were the installing subcontractor for the existing marker boards that are being modified, to preserve the warranty from the original installation during the renovation of the Building 1200.

The Board is asked to approve a construction contract to KD Specialty Contractors Inc. in the amount of \$15,665.

The contract is available online at <http://www.solano.edu/measureq/planning.php>

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO NINYO & MOORE FOR
SPECIAL INSPECTION AND TESTING SERVICES FOR
THE VACAVILLE CENTER INTERSECTION
IMPROVEMENTS PROJECT AND THE FAIRFIELD
CAMPUS ENTRY SIDEWALK PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested to award a professional services contract to Ninyo & Moore for Division of State Architect project special inspection and testing services for the Vacaville Center Intersection Improvements Project and the Fairfield Campus Entry Sidewalk Project, which includes specific observation and testing for the construction of these facilities. The scope of work of this contract includes providing all special inspections and materials testing as required by the California Building Code, 2013 Edition.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Enhancing safety and security for students and staff

Ed. Code: Board Policy:3225; 3520 Estimated Fiscal Impact: \$9,086 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

June 9, 2017

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

Celia Esposito-Noy, Ed.D.
Superintendent-President

June 9, 2017

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO NINYO & MOORE FOR
SPECIAL INSPECTION AND TESTING SERVICES FOR
THE VACAVILLE CENTER INTERSECTION
IMPROVEMENTS PROJECT AND THE FAIRFIELD
CAMPUS ENTRY SIDEWALK PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from firms in the Board approved pool of project special inspection and testing firms. Responses were received from Consolidated Engineering Laboratories, Construction Testing Services, and Ninyo & Moore. Based on qualifications and price, Ninyo & Moore is considered the best value for this project.

The not to exceed price for each project will be as follows:

| | |
|--|----------------|
| Vacaville Center Intersection Improvements Project | \$5,678 |
| Fairfield Campus Entry Sidewalk Project | <u>\$3,408</u> |
| Total Contract Amount | \$9,086 |

The Governing Board is asked to approve a contract to Ninyo and Moore in an amount not to exceed \$9,086.

The contract is available online at: <http://www.solano.edu/measureq/planning.php>.

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

TO: Members of the Governing Board

**SUBJECT: GAS EASEMENT AND ELECTRIC EASEMENTS TO
PACIFIC GAS AND ELECTRIC FOR VALLEJO
AUTOMOTIVE TECHNOLOGY BUILDING PROJECT**

REQUESTED ACTION:

- Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

On October 7, 2015, the Board approved the contract award to Clark/ Sullivan Construction, Inc. for the Automotive Technology Building Project at Vallejo. Pacific Gas and Electric Company (PG&E) requests utility improvements and service easements for gas and electric utilities which pass through or are located on District-owned parcels at the Vallejo Center at Ascot and Turner site.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Provide utility services for building operation.

| | | |
|--|---------------------------------|---|
| <i>Ed. Code:</i> | <i>Board Policy: 3225; 3520</i> | <i>Estimated Fiscal Impact: None</i> |
| SUPERINTENDENT'S RECOMMENDATION: | | <input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE |
| Lucky Lofton Executive Bonds Manager <hr/> PRESENTER'S NAME | | |
| 4000 Suisun Valley Road Fairfield, CA 94534 <hr/> ADDRESS | | <hr/> Dr. Celia Esposito-Noy, Ed.D. Superintendent-President |
| (707) 863-7855 <hr/> TELEPHONE NUMBER | | |
| Yulian Ligioso Finance & Administration <hr/> VICE PRESIDENT APPROVAL | | <hr/> June 9, 2017 |
| June 9, 2017 <hr/> DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT | | <hr/> DATE APPROVED BY SUPERINTENDENT-PRESIDENT |

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

TO: Members of the Governing Board

**SUBJECT: GAS EASEMENT AND ELECTRIC EASEMENTS TO
PACIFIC GAS & ELECTRIC FOR VALLEJO
AUTOMOTIVE TECHNOLOGY BUILDING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Board approval is requested for approval of two utility improvement and service easements to Pacific Gas and Electric Company per attached legal descriptions and plot maps prepared by PG&E Land Services.

The easement legal descriptions and plot maps are available online at:
<http://www.solano.edu/measureq/planning.php>.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RATIFICATION OF CONTRACT WITH PACIFIC GAS
AND ELECTRIC COMPANY FOR ELECTRIC SERVICE
FACILITIES FOR VACAVILLE CENTER INTERSECTION
IMPROVEMENTS PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested ratify a contract executed June 7, 2017 to Pacific Gas & Electric (PG&E) to provide facilities for a new service connection for the roadway signal lights for the Vacaville Intersection Improvements Project. This contract is based on PG&E’s design for the new improvements. Execution of this contract was needed in a timely manner in order for PG&E to release the final design, and for the District to issue a Notice to Proceed to the construction company that is building the rest of the intersection improvements project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other: Enhancing safety and security for students and staff

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$18,997.44 Measure Q Funds

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
VP, Finance & Administration

VICE PRESIDENT APPROVAL

June 9, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed. D.
Superintendent-President

June 9, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: RATIFICATION OF CONTRACT WITH PACIFIC GAS
AND ELECTRIC COMPANY FOR ELECTRIC SERVICE
FACILITIES FOR VACAVILLE CENTER INTERSECTION
IMPROVEMENTS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The total contract amount is \$18,997.44. A deposit of \$2,000 was previously paid at the time of application for service.

The Governing Board is asked to ratify approval of a contract to Pacific Gas and Electric Company in the amount of \$18,997.44.

The contract is available online at: <http://www.solano.edu/measureq/planning.php>.

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #1 TO ARTHULIA INC.
FOR THE COSTUME WORKSHOP PROJECT**

REQUESTED ACTION:

- Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

Board approval is requested for Change Order #1 to the contract with Arthulia Inc. for the Costume Workshop Project. On May 3, 2017 the Board approved a contract to Arthulia Inc. for the Costume Workshop Project.

During the course of construction a number of conditions were encountered and clarifications to the drawings were made which will require additional work.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Renovate instructional space and update equipment

Ed. Code: Board Policy: Estimated Fiscal Impact: \$5,250.36 Measure Q Funding

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

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

June 9, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

June 9, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #1 TO ARTHULIA INC.
FOR THE COSTUME WORKSHOP PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Additional work requested by the District was not part of the original contract with Arthulia Inc., necessitating a change order for the following items:

- Flooring material change from carpet tiles to sheet linoleum.
- Relocate projector in space occupied by temporary theater.
- Furnish and install dressing room mirror.
- Furnish and install four power poles for instructional sewing machines.
- Additional classroom audio visual work and installation of three data outlets.

| | | |
|----|-----------------|--|
| \$ | 41,686.00 | Original Contract Sum |
| \$ | 0.00 | Previous Approved Change Orders |
| \$ | <u>5,250.36</u> | Proposed Change Order #1 |
| \$ | 46,936.36 | New Contract Sum Including This Change Order |

The Board is asked to approve this Change Order #1 to Arthulia Inc. in the amount of \$5,250.36.

The Change Order may be viewed online at: <http://www.solano.edu/measureq/planning.php>.



EXHIBIT A

Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 94534
 Tel: 707-864-7189

Change Order # 1
 Project No.:
 Date: 6/21/2017

DSA File No. : N/A
 DSA Number: N/A

Project: Costume Workshop Project
 4000 Suisun Valley Road
 Fairfield CA 94534

To: Arthulia Inc.
 9 Stillman Street, Suite 9
 San Francisco, CA 94134

The Contract is Changed as Follows:

| CPE # | Description | Amount | Days Added |
|-----------------------------------|---|----------------|------------|
| 01 | Flooring material change from carpet tiles to sheet linoleum | \$ 2,350.00 | 0 |
| 02 | Relocate projector in space occupied by temporary theater | \$ 500.00 | 0 |
| 03 | Furnish and install dressing room mirror | \$ 750.00 | 0 |
| 04 | Furnish and install four power poles for instructional sewing machines | \$ 2,600.00 | 0 |
| 05 | Additional classroom audio visual work and installation of three data outlets | \$ 2,840.00 | |
| | Owner's Allowance (Part of total awarded contract amount) | \$ (3,789.64) | |
| TOTAL COST OF CHANGE ORDER | | 5250.36 | |

| | | |
|---|----|-----------|
| Original Contract Sum: | \$ | 41,686.00 |
| Total change By Previous Change Orders: | \$ | - |
| Contract Sum Prior to This Change Order: | \$ | 41,686.00 |
| Original Contract Sum will be Increased by This Change Order: | \$ | 5,250.36 |
| The New Contract Sum Including This Change Order Will Be: | \$ | 46,936.36 |

The Contract Completion Date is: 6/21/2017
 Contract Time Will be Changed by This Change Order: 0
 The date of substantial completion as of the of this change order is: 6/21/2017

CONTRACTOR: _____ Date: _____
 Arthur Wong
 Vice President
 Arthulia Inc.

OWNER: _____ Date: _____
 Lucky Lofton
 Executive Bonds Manager
 Solano Community College District

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT CHANGE ORDER #1 TO BELL PRODUCTS, INC. FOR THE VALLEJO CENTER HVAC REPLACEMENT PROJECT**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

Board approval is requested for Change Order #1 to the contract with Bell Products, Inc. for the Vallejo Center HVAC Replacement Project. On April 19, 2017 the Board approved a contract to Bell Products, Inc. for the Vallejo Center HVAC Replacement Project. Construction for this project began on May 30, 2017.

During the course of construction an unforeseen condition was encountered and clarifications to the drawings were made which will require additional work.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Renovate instructional space and update equipment

| | | |
|------------------|----------------------|---|
| <i>Ed. Code:</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact: \$9,404 Measure Q/State Funds</i> |
|------------------|----------------------|---|

SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

June 9, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

June 9, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #1 TO BELL PRODUCTS,
INC. FOR THE VALLEJO CENTER HVAC
REPLACEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This work was not part of the original contract with Bell Products, Inc., necessitating a change order for the following item:

- RFI 01/06- Install new feeder service with 2” conduit from Panel DPB in main Electrical Room A-111 to new panel L2D located in Room A214 on the second floor

This change order is within the previously approved budget for the project, with the change being funded by Measure Q funding.

| | |
|--------------------|--|
| \$1,800,000.00 | Original Contract Sum |
| \$ 0.00 | Previous Approved Change Orders |
| <u>\$ 9,404.00</u> | This Proposed Change Order |
| \$1,809,404.00 | New Contract Sum Including This Change Order |

The Board is asked to approve this Change Order #1 to Bell Products, Inc. in the amount of \$9,404.00.

The Change Order may be viewed online at: <http://www.solano.edu/measureq/planning.php>.



Change Order

Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 94534
 Tel: 707-864-7189 Fax: 707-207-0423

Swinerton Management & Consulting

Change Order # 1
 Project No.: 17-009
 Date: 21-Jun-17

DSA File No.: 48-C1
 DSA App. No.: 02-115704

Project: Solano Community College District
 Vallejo Center
 HVAC Replacement Project

EDesignC, Inc.
 582 Market Street, Suite 400
 San Francisco, California 94104

To: Bell Products, Inc.
 722 Soscol Avenue
 Napa, California 94559-0396

The Contract is Changed as Follows:

Item No.

01 RFI 01/06 - Install new feeder service with 2" conduit from Panel DPB in Min Electrical Room A-111 to new panel L2D located in Room A214 on the second floor. New panel not located on drawings.

| |
|------------|
| \$9,404.00 |
|------------|

| | | |
|-----------------------------------|---------------|-------------------|
| TOTAL COST OF CHANGE ORDER | ADD | \$9,404.00 |
| | Deduct | \$0 |
| FINAL CHANGE ORDER AMOUNT | | \$9,404.00 |

| | |
|--|------------------------|
| Original Contract Sum: | \$ 1,800,000.00 |
| Total change By Previous Change Orders: | \$ - |
| Contract Sum Prior to This Change Order: | \$ 1,800,000.00 |
| Original Contract Sum will be Increased by This Change Order: | \$9,404.00 |
| The New Contract Sum Including This Change Order Will Be: | \$ 1,809,404.00 |
| The New Contract Completion Date Will Be: | 4-Aug-17 |
| Contract Time Will be Unchanged by This Change Order: | 0 Days |
| The date of substantial completion as of the of this change order is | 4-Aug-17 |

ARCHITECT:

EDesignC, Inc.
582 Market Street, Suite 400
San Francisco, California 94104

Date: _____

(Affix stamp here)

CONTRACTOR:

Bell Products, Inc.
722 Soscol Avenue
Napa, California 94559-0396

Date: _____

(Affix stamp here)

OWNER:

Lucky Lofton
Executive Bonds Manager
Solano Community College District

Date: _____

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

TO: **Members of the Governing Board**

SUBJECT: **RENEWAL OF MEMORANDUM OF UNDERSTANDING
(MOU) AGREEMENT WITH SOLANO COUNTY
SHERIFF’S OFFICE FOR GENERAL LAW
ENFORCEMENT AND SECURITY SERVICES**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

Board approval is requested to renew the Memorandum of Understanding (“MOU”) with the Solano County Sheriff’s Office for general law enforcement and security services. The term of the agreement is from July 1, 2017 through June 30, 2020.

The scope of work is identified in Exhibit “A”. Exhibit “B” details the Law Enforcement Services Costs, with a fixed monthly cost of \$77,412.35. The total cost to the District for fiscal year 2017-2018 shall not exceed \$928,948.

Attached is a copy of the proposed renewal.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

| | | |
|----------------------|---------------------------|---|
| <i>Ed. Code:</i> N/A | <i>Board Policy:</i> 3225 | <i>Estimated Fiscal Impact:</i> \$928,948 for 2017-18 |
|----------------------|---------------------------|---|

SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Yulian Ligioso
Vice President, Finance & Administration

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

June 9, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

June 9, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



**SOLANO COUNTY SHERIFF'S OFFICE AND
SOLANO COMMUNITY COLLEGE DISTRICT
LAW ENFORCEMENT
MEMORANDUM OF AGREEMENT**



This Memorandum of Agreement ("MOA") is made on July 1, 2017, between Solano County acting by and through the Solano County Sheriff's Office ("Sheriff") and the Solano Community College District ("District").

RECITALS

WHEREAS, the District is desirous of contracting with Solano County ("County") for the performance of the general law enforcement and security services described by the Sheriff; and,

WHEREAS, the Sheriff has the resources, knowledge, and ability to provide law enforcement services to the District.

The Sheriff and the District mutually agree as follows:

1. SCOPE OF SERVICES

- A. The Sheriff agrees to provide general law enforcement and security services within the limits of the District to the extent and in the manner set forth in this MOA and attached Exhibit A, which is incorporated by this reference.
- B. District authorizes the Sheriff to enforce its rules, regulations, resolutions, and ordinances on its campuses. For the purposes of carrying out its activities under this MOA, the Sheriff's authority under this MOA, such rules, regulations, resolutions, and ordinances shall not conflict with the Education Code, Title 5 of the California Administrative Code, and District rules, regulations, policies, or procedures.
- C. Except as otherwise specifically set forth in this MOA, law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the statutes of the State of California, and security services shall encompass other services in the field of public safety, law, or related fields within the legal power of the Sheriff to provide, including, but not limited to: maintaining the security of District buildings and property; attending gatherings (e.g., sporting events, organized protests, etc.) to maintain order; patrolling campus grounds and parking lots; providing on-campus foot patrols on a regular basis, observing and reporting facility problems, safety hazards, and other matters that need to be given further attention by District personnel; and responding to incidents that require the administration of first aid.

2. LEVEL OF SERVICES

The Sheriff agrees to perform its duties and responsibilities and provide such services as described in Exhibit B and incorporated by this reference. The Sheriff may adjust resource deployment, should situations warrant, for seasonal or other District and County closures.

3. ADMINISTRATION OF PERSONNEL

- A. During the term of this MOA, the Sheriff shall serve as the Chief Law Enforcement Officer of the District, through the Service Area Manager, and shall perform the functions of the position under supervision by, and at the direction of the District.
- B. In addition to the standards of performance customarily applied by the Sheriff, the standards presented in Exhibit A shall also be used to assess the performance of Sheriff's personnel under this MOA.
- C. In the event of a dispute between the parties as to the nature and extent of the duties and functions to be rendered by the Sheriff, the Sheriff and the President of the District, or their respective designees, will meet and confer in good faith to attempt to resolve the matter.
- D. When performing services and functions pursuant to this MOA, and only for the purpose of giving official status to the performance it, every County officer and/or County employee engaged in performing any such service and function shall be deemed to be performing services for the District, as long as the service is within the scope of this MOA and is a District police or security function.
- E. The District shall not be called upon to assume any liability for the direct payment of any Sheriff's Office salaries, wages, or other compensation to any County personnel performing services hereunder for the District. Except as otherwise specified, the District shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of the services performed under this agreement.

4. ASSIGNMENT OF PERSONNEL

- A. The Sheriff is the sole appointing authority for all Sheriff's personnel employed pursuant to this MOA.
- B. The responsibility for supervision of law enforcement services, hiring of personnel, establishing standards of performance, assignment of personnel, determining and effecting discipline, determining training required, maintaining personnel files, and other matters relating to the performance of services and control of personnel shall remain with the Sheriff and shall be performed by Sheriff.
- C. The Sheriff is solely responsible for reassignment of all Sheriff's personnel employed pursuant to this MOA. No District personnel shall perform law enforcement duties, which Sheriff is obligated to provide under this MOA, except as may be otherwise expressly provided in it or as may be agreed upon.
- D. Requests for changes in level or type of service, or complaints about service are to be made by the District, in writing, to the Sheriff. The Sheriff agrees that to the extent reasonably possible, rotation of staff for this assignment will be minimized in order to develop staff expertise about the District.
- E. The sworn officers assigned will be employees of the Sheriff's Office and not employees of the District. Sheriff agrees to provide workers' compensation insurance coverage to each of its sworn officers and affirms that supervision of them will be provided by the Sheriff's supervisors. The intent of this provision is to prevent the creation of "special employer" relationship under California workers' compensation law. The Sheriff further agrees to obtain a waiver of subrogation for the workers' compensation insurance with respect to the sworn

officers assigned under this MOA.

- F. Sheriff shall be responsible for the payment of benefits for its own employees, including any public employee retirement benefits and social security benefits during any services rendered under this MOA. Such employees shall not be entitled to any payment of benefits from the District and any policies, benefits or agreements of the District will not apply.

5. DEPLOYMENT OF PERSONNEL

- A. The District is not limited to the level of services indicated on Exhibit B, but may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide. Permanent changes to the level of service shall be reflected in a written amendment to this MOA and costs, as applicable, will be adjusted.
- B. The District shall request changes to service levels in writing pursuant to the terms of this MOA. The parties agree the Sheriff shall have reasonable time to implement changes in staffing patterns and shall make such adjustments to service levels within one-hundred twenty (120) days of receipt of written request.
- C. Supplemental security, supplemental sworn officer support and supplemental professional civilian support staff may be requested, e.g. special events, dignitary protection, or any other situation where it is reasonably expected that additional security services are warranted, shall be provided in writing ten (10) days in advance of the first service date and no less than three (3) days advance notice. Unless supplemental changes are requested in writing and mutually agreed to by the Sheriff and the District, contracted security service levels remain in effect. The Sheriff will make its best effort to fulfill supplemental security needs. For matters scheduled in advance that require additional security services, the District will request and the Sheriff shall provide an estimate of costs of additional services. The District will be billed for such services as provided in the contract and under the same terms that the Sheriff offers to other contract agencies.

6. TERM

This MOA shall be in effect from July 1, 2017, through June 30, 2020, unless amended or terminated in writing by either the Sheriff of the District. With consent of the District and the Sheriff, this MOA may be extended for successive periods not to exceed five (5) years per extension period.

7. CHANGES AND AMENDMENTS

- A. Either the Sheriff or the District may request changes in the scope of services. Any mutually agreed upon changes shall be effective when incorporated in written amendments to this MOA.
- B. If any legislative or budgetary changes occur during the course of this MOA that impacts the services to be provided pursuant to this MOA, the parties will meet and confer regarding such changes and amend this MOA as necessary.

8. WORKSPACE AND SUPPORT SERVICES

District agrees to provide Sheriff with suitable work space to perform contracted services provided in Exhibit A, and such other services as may be required for performance of services under this MOA during those periods of time when the Sheriff needs to be on District premises.

9. UNIFORM AND EQUIPMENT

Sheriff's sworn personnel performing services under this MOA shall wear the prescribed uniform and standard equipment of the Sheriff's Office, except as directed by the Sheriff.

10. PROVISION OF EQUIPMENT, SUPPLIES AND PERSONNEL

A. If special equipment is necessary by the Sheriff for performance of services not routinely provided by the Sheriff's Office, but that the parties agree are required under this MOA (such as traffic enforcement), Sheriff shall notify District in writing of the required equipment. The District may furnish such equipment or authorize Sheriff to obtain the equipment through the Sheriff's Office. In either case, all costs associated with providing and maintaining the equipment shall be paid by District, separate and apart from this MOA, except that Sheriff will be responsible for any damage to the equipment caused solely by willful misconduct or gross negligence of Sheriff personnel. Any such special equipment shall meet with Sheriff's code and specifications. Title to any special equipment purchased under this Provision shall remain with District. If the District elects not to provide the required special equipment, Sheriff is authorized to modify or discontinue the performance of activities for which the equipment is deemed by the Sheriff to be necessary.

B. Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the District or with the District logo, all such items shall be provided at District's separate cost and expense.

11. COST OF SERVICES

A. Customer agrees to pay **\$928,948** for services provided from July 1, 2017 through June 30, 2018. The costs will be reviewed every fiscal year and will be modified as agreed upon by both Parties. Costs will be projected the year prior and invoiced monthly in twelve (12) fixed increments within the service year.

B. Personnel performing services under this MOA will be entitled to all benefits including cost of living allowances, paid holidays and other paid leave (such as vacation, compensatory time, sick leave, disability, compassionate, military, and jury duty) as allowed by County for all personnel and/or as allowed by bargaining agreements governing the personnel classifications performing services hereunder. All costs associated with such benefits are allowable under this MOA.

C. District shall not be financially responsible for direct expenses attributable to services and facilities normally provided or available to law enforcement agencies in the County as part of the County's obligation to enforce State law.

D. Sheriff will not make up any shortfall between the expenses and actual reimbursement for services under this MOA. All monies owed are due and payable within thirty (30) days of receipt of the monthly billing or services will be reduced to match available funding.

12. BILLING

- A. Sheriff shall forward an invoice for services rendered and the District shall pay the Sheriff within thirty (30) days of receipt of the invoice.
- B. Within thirty (30) days of the termination or expiration of this MOA, all amounts billed to the District are due and payable in full.
- C. If the billed amount is disputed, the District shall notify the Sheriff in writing.
- D. Notwithstanding a dispute, the District shall approve and forward payment voucher to the Sheriff and submit the dispute to the dispute resolution process pursuant to this MOA.
- E. An account receivable shall be established for unpaid amounts per billing period and unpaid monies over ninety (90) days in arrears will be directed to collections.

13. TERMINATION

- A. Subject to any applicable provisions of state law, any party may terminate this MOA upon sixty (60) days' notice to the other party and both parties will make a good faith effort to provide up to ninety (90) days notice if possible.
- B. At termination, whether mutually agreed to or as a result of default, the District shall pay all outstanding costs due to the Sheriff.

14. DISPUTE RESOLUTION

Except as provided in Section 3.C and D, if the parties fail to mutually agree on any matters under this MOA or if either party believes the other has failed to satisfactorily perform or is otherwise in breach of this MOA, the parties shall submit the matter to resolution according to the following procedures:

- A. If there is a disagreement, dispute or alleged breach arising out of or in connection with this MOA, the disputing party shall first provide a written statement to the other describing the general nature of the claim.
- B. The statement must indicate that it is the first statement of a formal dispute resolution process.
- C. The statement need not be complete and does not limit the claim(s) of either party in any further action or procedure.
- D. Within ten (10) business days of the receipt of the statement by the other party, the respective authorized representatives shall meet and confer in good faith to either: (1) resolve the matter and set forth such resolution in writing; or, (2) define the dispute in writing that includes a description of each party's position, proposed resolution(s) and a list of projects or tasks that would be affected by the proposed resolution.
- E. If the authorized representatives fail to resolve the matter, within ten (10) business days of such failure to agree, the Sheriff and the President of the District shall meet and confer in good faith to attempt to further resolve the matter. The description of the dispute as written by the respective authorized representatives shall serve as the basis for further attempts at resolution. In the event the parties are unable to resolve the dispute, the provisions in Section 3.C. shall be implemented.

F. A resolution of the matter shall be memorialized in writing and incorporated into this MOA.

16. TITLE TO REPORTS

Sheriff will maintain custody of the law enforcement reports and records it creates while performing services under this contract. District may review these reports and records, unless prohibited by law. Sheriff shall give District copies of these reports and records upon request.

17. RULES, REGULATIONS, POLICIES AND PROCEDURES

A. Personnel assigned to provide services hereunder shall abide by all rules, regulations, policies, procedures (hereinafter referred to as procedures) and General Orders applicable to Sheriff's personnel.

B. The requirements of this MOA shall take precedence over any District procedures. The Sheriff and District shall confer should any conflict exist between Sheriff and District procedures; however, in view of the Sheriff's expertise with regard to law enforcement procedures and their impact on the operations of the Office, the Sheriff retains the final authority to determine how any conflicts between Sheriff and College procedures shall be resolved. In the event the parties are unable to resolve the dispute, the provisions in Section 3.C. shall be implemented.

18. DISTRICT POWERS AND ENFORCEMENT OF DISTRICT ORDINANCES

A. It is agreed that in performing the services pursuant to this MOA, Sheriff shall have all the Law Enforcement powers of the District and shall receive full cooperation from District to enable efficient and effective enforcement of such rules, regulations, resolutions, and/or ordinances of District that are enforced by Sheriff pursuant to this MOA. District shall likewise receive full cooperation from the Sheriff in efficient and effective enforcement.

B. District is responsible for the validity of its rules, regulations, resolutions, and ordinances and District shall defend, hold harmless, and indemnify Sheriff, its officers, agents, and employees, with respect to any lawsuit or action challenging the validity of a District ordinance with respect to any allegation that any arrest, citation, or other action taken by Sheriff, its officers, agents, or employees was taken under an invalid District ordinance.

19. PUBLIC ENTITY MUTUAL INDEMNIFICATION

A. Sheriff to Indemnify District

Sheriff agrees to defend and indemnify District, its agents, officers and employees (collectively referred to in this subdivision as 'District'), from any claim, action or proceeding against District, arising solely out of the acts or omissions of Sheriff in the performance of this MOA. At its sole discretion, District may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Sheriff of any obligation imposed by this Section. District shall notify Sheriff promptly of any claim, action or proceeding and cooperate fully in the defense.

B. District to Indemnify Sheriff

District agrees to defend and indemnify the Sheriff, the County, its agents, officers and employees (collectively referred to in this subdivision as 'Sheriff') from any claim, action or proceeding against Sheriff arising solely out of the acts or omissions of District in the performance of this MOA. At its sole discretion, Sheriff may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve

District of any obligation imposed by this Section. Sheriff shall notify District promptly of any claim, action or proceeding and cooperate fully in the defense.

C. Each Party to Defend Itself for Concurrent Claims

Sheriff agrees to defend itself, and District agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of Sheriff and District. In such cases, Sheriff and District agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in subdivision E.

D. Joint Defense

Notwithstanding subdivision C, in cases where Sheriff and District agree in writing to a joint defense, Sheriff and District may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of District and Sheriff. Joint defense counsel shall be selected by mutual agreement of Sheriff and District. Sheriff and District agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in subdivision E. Sheriff and District further agree that neither party may bind the other to a settlement agreement without the written consent of both Sheriff and District.

E. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, Sheriff and District may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

20. COMPLAINTS

Sheriff agrees to handle and respond to complaints in a courteous and timely manner. Citizen complaints against Sheriff's personnel shall be investigated and responded to by the Sheriff. Complaints shall be processed and records shall be maintained in accordance with applicable law and published procedures of the Sheriff's Office. Disclosure of information relative to complaints and any associated internal investigations shall be made only to the extent authorized by law.

21. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract or otherwise delegate its duties under this MOA, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

22. INDEPENDENT CONTRACTOR STATUS

The MOA is between the Sheriff and the District and is not intended, and shall not be construed to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between the Sheriff and the District.

23. GOVERNING LAW, JURISDICTION, AND VENUE

This MOA shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOA and further agree and consent that venue of any action brought hereunder shall be exclusively in Solano County.

24. **NOTICES**

Any notices required or permitted shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other.

District
Yulian Ligioso
Vice President, Finance & Administration
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Sheriff
Thomas A. Ferrara
Sheriff-Coroner
Solano County Sheriff's Office
530 Union Avenue, Suite 100
Fairfield, CA 94533

25. **SUBSEQUENT YEARS**

Costs to be paid by District to Sheriff will be adjusted annually based on increases in wages, benefits, and other items related to Sheriff's performance of services under this MOA. Whenever the Board of Supervisors increases salaries in the Sheriff's Office and the increases relate to this MOA, Sheriff shall provide District with projected costs for the subject fiscal year which shall be incorporated into this MOA as of the effective date of such increase.

26. **ENTIRE AGREEMENT**

This MOA, including all Exhibits, constitutes the entire agreement between the District and the Sheriff with regard to the rights and responsibilities outlined in it. As such, all written and oral understandings are superseded by this MOA.

Solano Community College District

Solano County

YULIAN LIGIOSO, VICE PRESIDENT
FINANCE & ADMINISTRATION

BIRGITTA E. CORSELLO
COUNTY ADMINISTRATOR

APPROVED AS TO CONTENT

THOMAS A. FERRARA
SHERIFF-CORONER

APPROVED AS TO FORM

APPROVED AS TO FORM

DISTRICT COUNSEL

COUNTY COUNSEL



EXHIBIT A

Scope of Work for Law Enforcement Services



The District and the Sheriff agree that the following provisions shall be applicable to any determination of the extent of the duties and functions to be rendered under this MOA, or to the level or manner of performance of such service:

1. In providing law enforcement services for the District, the Sheriff's primary focus and principal jurisdiction shall be limited to law enforcement on the campuses of the District or other grounds or properties owned, operated, controlled, or administered by the District.
2. Among the law enforcement and security services the Sheriff will perform under the MOA are services such as the following:
 - A. Observing and reporting facility problems that pose a safety hazard, risk to the public or jeopardize the integrity of campus security (for example, broken windows, burnt-out lights, water leaks, and the like) and other matters needing attention by District personnel (e.g., graffiti, or excessive litter);
 - B. Investigating the whereabouts of missing equipment or property, responding to incidents requiring first aid; completing and submitting injury reports;
 - C. Providing security and maintaining order at meetings, hearings, rallies, and other gatherings; and,
 - D. Rendering aid to students and others on campus who need assistance because they are having vehicle problems (e.g., dead battery, lost keys) or who ask to be escorted to their vehicles at night or in other appropriate circumstances.
 - E. Respond to and investigate any and all reports of crimes or criminal activity on District campuses, properties, or facilities. Make appropriate arrest(s) and/or issue citation(s) as needed. File criminal cases with the Solano County District Attorney's Office for prosecution. Process subpoenas and testify at court proceedings as necessary.
3. The Sheriff's personnel will also be responsible for participating in administrative proceedings when appropriate (for example, student and employee disciplinary matters); service of subpoenas on campus for the benefit of the District; timely conveyance of incident reports to the designated District administrator; receiving and processing citizens complaints about individuals employed by the Sheriff; complying with applicable laws and regulations regarding the compilation and reporting of District crime statistics; providing operational non-sworn community service officers; observing the training and qualifications requirements set forth in Education Code section 72330 and following; participating in parking enforcement on campus; and assisting with District emergency response planning and preparedness.
4. The Sheriff will reasonably accommodate the preferences of the District President in terms of the "enforcement style" adopted by the Sheriff on campus; and all Sheriff's personnel shall become sufficiently familiar with the District which they serve, including its services and procedures, to be able to direct students and visitors to locations on campus and to assist in

finding appropriate resources on campus. The Sheriff will cooperate with the District to develop and implement a training program to train the District officers that remain members of the Sheriff's District Service Unit on applicable requirements of federal and state law, as well as District policies and procedures.

5. The Sheriff shall produce biannual reports, dated January 1 and July 1 of each year. The components of the biannual report are listed below:
 - Misdemeanor arrests
 - Felony arrests
 - Injury reports
 - Observable facilities conditions
 - Special events
 - Responses to facility alarms
 - Responses to graffiti or vandalism incidents
 - Administrative hearings
 - Requests for supplemental services
6. An annual report will be produced September 1 of each year and shall be for the prior fiscal year ended June 30. It will include all Clery Act reporting requirements which must be published each year by October 1.

District's Scope of Responsibility

The operational and functional duties and responsibilities of the District include:

- Contracting for a Level of Service and providing Sheriff reasonable turnaround to staff the District Service Unit selected;
- Providing full cooperation and assistance to Sheriff's Officers' agents and personnel;
- Providing Sheriff with points of contact within District and respond to Sheriff's request for assistance when needed;
- Providing Sheriff with vehicles, facility and/or space necessary to efficiently and effectively deliver law enforcement services; and,
- Providing the Sheriff access to District buildings and gates as necessary to effectively execute law enforcement services.



EXHIBIT B
District Service Unit
Deployment Cost



The total deployment cost of contract law enforcement services will be based on the District's selection of service level. Law enforcement service costs will be evaluated annually and are determined by the Solano County Auditor-Controller, Risk Management, employee COLA's, or as service levels change. No additional charges will be incurred by the District unless specifically contracted and agreed to. Other requests for supplemental security, e.g. special events, will be determined as requests are received.

Assumptions: Should circumstances warrant, the resource deployment may be changed. For example, if one campus is determined to have a unique crime or security problem that merits additional resources or during summer and winter breaks and campus closures, the normal deployment arrangements may be adjusted provided campuses continue to receive coverage and deputy/security officer safety is not compromised. In some instances, security services may be limited to Beat Patrols, e.g. over scheduled County holidays.

| Law Enforcement Services Costs | |
|-----------------------------------|----------------|
| Service Area Manager | 210,467 |
| Deputy Sheriff x 2 | 300,983 |
| SSO x 2 | 147,441 |
| 7002 EH SSO hours | 170,389 |
| Relief for leaves | 31,877 |
| Operating expenditures | |
| Supplies | 9,980 |
| Vehicles x 4 | 35,154 |
| Indirect Costs | 22,657 |
| Projected Cost of Services | 928,948 |
| Fixed Monthly Cost | \$77,412.35 |

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO STRATA INFORMATION
 GROUP (SIG) FOR ORACLE 12C AND LUMINIS
 CONSULTING SERVICES**

REQUESTED ACTION:

Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

Board approval is requested to contract with Strata Information Group (SIG) for functional and technical consulting services for Oracle 12 and Luminis.

Oracle 12C and Luminis upgrades will improve and address issues with student self-service, campus business productivity, provide for better integration with DegreeWorks, and will result in responsive student email and better overall MySolano experience.

Total contract amount not to exceed \$92,120. Attached is a copy of the proposed services.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

| | | |
|----------------------|---------------------------|---|
| <i>Ed. Code: N/A</i> | <i>Board Policy: 3225</i> | <i>Estimated Fiscal Impact: \$92,120.00</i> |
|----------------------|---------------------------|---|

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

Yulian Ligioso
 Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Yulian Ligioso
 Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

June 9, 2017

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
 Superintendent-President

June 9, 2017

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**



General Information:

| | |
|---------------------------------------|---|
| Client Name: | Solano Community College |
| Client Representative: | Kimo Calilan |
| Strata Representative: | Dave Goss |
| Project Name: | Oracle 12c & Luminis Consulting Services |
| Other Contractual Information: | |
| Description of Work: | Solano CC is requesting technical support services to address the following: Oracle 12c Luminis Functional and Technical Consulting |
| SIG Project Code: | SOLANO-SOW108-DBALUMINISRPTG – EXT |

| Tasks: | Hours Range |
|--|-------------|
| Functional and Technical Consulting | |
| Functional and Technical Consulting | 331 - 548 |
| Total Hours: 331 - 548 | |

Summary of Estimated Costs:

| Item | Rate | Amount | Cost Range |
|--------------------------|---------|-----------|--------------------------|
| Hours | \$165 | 331 - 548 | \$54,615 - \$90,420 |
| Travel Expenses | \$1,700 | 1 - 1 | \$1,700 - \$1,700 |
| Total Cost Range: | | | \$56,315 \$92,120 |

Notes:

- The above costs estimates are based your current contractual rates; rates may increase annually by \$5.00 per hour based on the anniversary of the underlying PSA.
- SIG will invoice only for the consulting hours and travel expenses actually used.
- The hours estimate includes project management, preparation time, travel time (capped at 8 hours per trip), on-site and remote labor, and the development of trip reports.
- Approximate hours and costs are based on the estimated tasks to complete this project as described in the attached "General Description of Work." This may vary based on the assumptions listed and changes in the Client's needs.
- SIG prefers to invoice for meals and incidental expenses on a per diem basis. Receipts will not be provided. Per diem rates are generally based on GSA guidelines.
- Costs exclude all state taxes, if applicable.

BILLING INFORMATION

| | |
|-----------------------|---|
| Name: | Kimo Calilan |
| Title: | Director, Technology Services and Support |
| Email Address: | James.Calilan@solano.edu |
| Phone Number: | (707)864-7104 |
| Other Notes: | |

DOCUSIGN INSTRUCTIONS

| | |
|---|---|
| Can DocuSign be utilized? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If DocuSign cannot be used, how will document be sent to client? | PDF Document |

WHO WILL ACTUALLY SIGN THE DOCUMENT

| | |
|--|--|
| Name/email: or check if SIG only: <input type="checkbox"/> | Yulian Ligioso Yulian.ligioso@solano.edu |
| Title of person who will sign: | Vice President of Finance and Administration |

WHO WILL ACTUALLY RECEIVE DOCUSIGN EMAIL

| | |
|---|--|
| Name/email of who will receive email if different from above | |
|---|--|

WHO WILL NEED TO BE "CC-ed"

| | |
|-----------------------------------|-----------------------------------|
| Additional cc(s)/email(s) | |
| Note/Special Instructions: | Please send the PDF to Dave Goss. |

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: REVISIONS TO THE GENERAL EDUCATION LEARNING OUTCOMES
(GELO) AND INSTITUTIONAL LEARNING OUTCOMES (ILO) OF
SOLANO COMMUNITY COLLEGE

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

The revisions were made (1) based on analysis of our GELO and ILO assessments, (2) to better align with the new accreditation standards, and (3) to more comprehensively connect with the general education pattern and our institutional goal.

The first reading was presented at the May 17, 2017 Governing Board Meeting and approval of the revisions is being requested at this time.

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

David Williams, Ph.D.
Vice President of Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS
(707) 864-7117

TELEPHONE NUMBER

Celia Esposito-Noy, Ed.D.
Superintendent-President

VICE PRESIDENT APPROVAL

June 12, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

June 12, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

General Education Learning Outcomes (GELOs)

Solano College's General Education Learning Outcomes (GELOs) are applicable to courses designated as general education and are meant to "facilitate responsible participation in civil society, skills for lifelong learning, and a broad comprehension of the development of knowledge, practice, and interpretive approaches in the arts and humanities, the sciences, mathematics, and social sciences" (ACCJC standard II.12). They were revised in 2017 to align with the general education patterns: Option A (Solano), Option B (IGETC), and Option C (CSU), to link more closely to accreditation standards, and to remedy problems recognized from the assessment of the first iteration of the College's GELOs.

Communication and Critical Thinking (Option A, Area D; IGETC Option B, Area 1 and 6; CSU Option C, Area A)

- Students will develop their writing, listening and speaking skills to communicate effectively
- Students will engage in critical thinking to analyze problems and consider potential solutions

Scientific Inquiry and Quantitative Reasoning (Option A, Area A; IGETC Option B, Area 2 and 5; Option C, Area B)

- Students will engage in scientific inquiry to discover and apply information to the analysis of data and/or scientific phenomena
- Students will solve problems using appropriate mathematical and/or statistical techniques

Arts and Humanities (Option A, Area C; IGETC Option B, Area 3; CSU Option C, Area C)

- Students will exhibit an understanding of the ways in which people in diverse cultures and eras have produced creative works
- Students will analyze significant events and/or works from the past, including cultural and regional influences
- Students will create works through diverse forms of expression

Social Sciences (Option A, Area B; IGETC Option B, Area 4; CSU Option C, Area D)

- Students will analyze human behavior in a variety of contexts
- Students will investigate the social, political, economic, historical, geographical, and/or psychological forces that impact individuals, groups, and society

Lifelong Learning and Self Development (Option A, Health and Physical Development; CSU Option C, Area E)

- Students will demonstrate knowledge of the physical, psychological, cognitive, and/or developmental practices that foster personal well-being and human development

Cross-Cultural Studies (Option A, Area E)

- Students will analyze cross-cultural beliefs, practices, and forms of expression to gain a rich understanding of self and others

Institutional Learning Outcomes (ILOs)

Solano College's Institutional Learning Outcomes (ILOs) articulate the knowledge and skills students will achieve through the course of their education. They describe a breadth of learning that provides for a rounded education. Given the diversity of educational goals of our students and the length of their study, students will be proficient in the following areas to the extent required of their courses and/or program of study. These outcomes are neither course nor program specific but are meant to be applicable to ALL students. Solano's current ILOs were revised and approved in 2017 to more closely align with the ACCJC accreditation standards, and to be more inclusive of the breadth of learning students undertake at the college whether they are in basic skills courses, degree programs, career technical education programs, or are life-long learners.

Communication Competency

Students will effectively communicate ideas and information through writing, speaking, performance, art, or other modes of expression

Information Competency

Students will be conversant in the vocabulary and concepts of the discipline and be able to use discipline-appropriate tools to locate and retrieve relevant information effectively, upholding academic and ethical integrity

Quantitative Competency

Students will solve problems and interpret findings using appropriate mathematical, statistical, and scientific techniques

Technical Competency

Students will demonstrate the technical skills and strategies required of the discipline

Analytic Inquiry

Students will engage in critical thinking to discover and apply information to the analysis of problems

Ethics

Students will identify ethical issues and apply ethical principles to discipline specific problems

Global Awareness

Students will demonstrate an understanding of how diverse cultural beliefs and practices impact behavior and forms of expression. They will be able to articulate how social, economic, environmental, and political events impact society

Personal Growth

Students will manage personal health and well-being, including engaging in self-reflection to facilitate personal insight

Professional Development

Students will demonstrate effective workplace behaviors such as appropriate communication, professionalism, decision-making, and time management

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

TO: Members of the Governing Board

**SUBJECT: PERSONAL SERVICES CONTRACT FOR COMMUNITY
EDUCATION VISTAS (RENEWAL)**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Seeking approval for the following Instructor to teach Community Education classes from July 1, 2017 – December 15, 2017. Instructor (Kathy Rosengren) will instruct classes on Drama in Performance for the Summer and Fall Semesters 2017.

The instructor must satisfy the student enrollment requirement necessary to host the classes. Instructor compensation is as follows: Community Education Department to charge the instructor 10% of the gross revenue received from the class enrollment fees; the remainder of the revenue will be a (50/50) split between the instructor and the Community Education Department. The fiscal impact is unknown until the classes have taken place. Classes will be cancelled if the minimum enrollment requirement isn't met.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other:

| | | |
|------------------------|---------------------------|--|
| <i>Ed. Code: 78021</i> | <i>Board Policy: 3520</i> | <i>Estimated Fiscal Impact: unknown until class completion</i> |
|------------------------|---------------------------|--|

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

David Williams, Ph.D.

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-863-7808

TELEPHONE NUMBER

David Williams, Ph.D.
Vice President, Academic Affairs

VICE PRESIDENT ACADEMIC AFFAIRS

June 9, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

June 9, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

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

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

During the Spring 2017 semester in the month of May, 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.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other:

Ed. Code: Title 5, Chapter 6, subchapter 2, beginning with §55100 Board Policy: 6100 Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

David Williams, Ph.D.
Vice President, Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7102

TELEPHONE NUMBER

David Williams, Ph.D.
Vice President, Academic Affairs

VICE PRESIDENT APPROVAL

June 9, 2017

DATE SUBMITTED TO

CELIA ESPOSITO-NOY, Ed.D.
Superintendent-President

June 9, 2017

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the Spring 2017 semester in the month of May, 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.

ACTION ITEM

| |
|--|
| a. Approval of 2017-2018 Curriculum Committee Calendar |
|--|

COURSE MODIFICATIONS

| Course | Modifications | Current Class Max | Proposed Class Max Change |
|--|--|-------------------|---------------------------|
| (CP17-55) HORT 006 Identification and Ecology of Landscape Plant Materials | Objectives, assessments, content, textbooks | - | - |
| (CP17-61) WELD 130 Beginning Shielded Metal Arc Welding – Stick 7018/6010 | Units and hours, textbooks | - | - |
| (CP17-62) WELD 131 Intermediate Shielded Metal Arc Welding – Stick | Units and hours, | - | - |
| (CP17-63) WELD 132 Advanced SMAW (Stick Welding) | Units and hours, Prerequisite | - | - |
| (CP17-64) WELD 136 Beginning Structural Steel & Flux Core Arc Weld | Units and hours | - | - |
| (CP17-65) WELD 137 Advanced Structural Steel and Flux Core Arc Weld | Units and hours | - | - |
| (CP17-66) WELD 145 Intermediate Pipe Welding 7018 STK | Units and hours | - | - |
| (CP17-67) WELD 175 CNC Plasma (Cutting Automation) | Title, units, hours, Description, objectives, assessments, textbooks | - | - |
| (CP17-68) OT 159 Medical Office Computer Applications | Title, number, Transfer status, hours Corequisite, Description, Objectives, Assessments, Assignments, Content, Textbooks | - | - |
| (CP17-69) CIS 062 Multimedia for the Web | Title, Description, objectives, Assignments, content, textbooks | - | - |
| (CP17-70) CIS 069 Multimedia for the Web | Catalog description, assessment, assignments, and textbooks | - | - |
| (CP17-74) CHEM 010 Intermediate Chemistry | Prerequisite | - | - |
| (CP17-75) CHEM 160 Introductory Chemistry | Prerequisite | - | - |
| Curriculum Review | | | |
| None | | | |

NEW COURSES

| Course | Class Max |
|---------------------------------------|--------------------|
| (CP17-60) WELD 135 MIG (GMAW) Welding | -68- ²⁴ |

COURSE DELETIONS

| Course |
|--|
| CIS 111 – Web Design with Cascading Style Sheets |
| MATH 114 – Math for Health Occupations |

PROGRAM MODIFICATIONS

| Program | Modification |
|---------------------------------------|---------------------|
| (CP17-71) Anthropology A.A.-T. Degree | SLOs, courses |
| (CP17-72) English A.A. Degree | Courses |
| (CP17-73) English A.S.-T. Degree | Courses |

NEW PROGRAMS

None

PROGRAM DELETIONS

International Relations A.A.

CONSENT ITEMS

MUSC 040A, 040B, 040C and 040D

correction of hours and move from Category III to Category II

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

TO: **Members of the Governing Board**

SUBJECT: **THE BAY AREA COMMUNITY COLLEGE CONSORTIUM
STRONG WORKFORCE PROGRAM REGIONAL FUND
MASTER AGREEMENT BETWEEN CABRILLO
COMMUNITY COLLEGE DISTRICT AND SOLANO
COMMUNITY COLLEGE (NEW)**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

This agreement is between Cabrillo Community College District and Solano Community College as part of the Bay Area Community College Consortium. Cabrillo Community College District serves as fiscal agent for the Regional Joint Venture Projects and funds as part of the Strong Workforce Program. This agreement details the scope of work Solano Community College has agreed to as part of the Regional Joint Ventures for the next 18 months.

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

| | | |
|------------------|----------------------|---|
| <i>Ed. Code:</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact: \$802,856 revenue</i> |
|------------------|----------------------|---|

SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Maire Morinec, Dean Applied
PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

707-864-7155
TELEPHONE NUMBER

David Williams, Ph.D.
VICE PRESIDENT APPROVAL

June 9, 2017
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

June 9, 2017
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**BAY AREA COMMUNITY COLLEGE CONSORTIUM
STRONG WORKFORCE PROGRAM REGIONAL FUND
MASTER AGREEMENT SOL-16/17-1
BETWEEN
CABRILLO COMMUNITY COLLEGE DISTRICT
and
Solano CCD on behalf of Solano College**

This Agreement is between Cabrillo Community College District, hereinafter referred to as “Fiscal Agent,” and Solano CCD on behalf of Solano College, hereinafter referred to as “Subrecipient”. The Fiscal Agent and Subrecipient are also referred to collectively as “Parties” and individually as “Party.” This Agreement is based on the Strong Workforce Program-Regional Fund Agreement between the Fiscal Agent and the California Community Colleges Chancellor’s Office, i.e., Prime Sponsor, and is effective to cover activities beginning July 1, 2016 and ending December 31, 2018 supported by Strong Workforce Program Regional Fund allocations disbursed in 2016-2017.

WHEREAS, the Fiscal Agent has received funds for the Strong Workforce Program Regional Consortia allocation from the California Community Colleges Chancellor’s Office (hereinafter “Sponsor”), for the purpose of implementing the program entitled Strong Workforce Program established by Education Code Sections 88820-88826 (hereinafter “Program”).

WHEREAS, the Fiscal Agent has been designated as the Regional Fiscal Agent for the Program for the Bay Area Community College Consortium (hereinafter “BACCC”) and is responsible for dispensing, monitoring and auditing sub-grants developed with each community college district within the region once spending decisions have been authorized by the CTE Regional Consortium as stipulated in Strong Workforce legislation.

WHEREAS, Fiscal Agent, Cabrillo Community College District has the right to enter into agreements with outside entities for various services with the approval of its Board of Trustees; and

WHEREAS, the Consortium Member is a community college district, located within the boundaries of the regional consortium, and agrees to participate in the BACCC in accordance with the rules and procedures as approved by Sponsor and as stipulated in the Strong Workforce Program.

NOW, THEREFORE, the Parties agree as follows:

1. PERIOD OF PERFORMANCE

The period of performance for this Agreement shall be from July 1, 2016 through December 31, 2018 unless terminated earlier in accordance with this Subcontract or modified by mutual written agreement.

2. CERTIFIED PROJECT PROPOSALS

Subrecipient shall perform the Scopes of Work detailed using individually certified Project Proposals contained in attached Exhibits. Certified Project Proposals are those proposals submitted on the on-line Regional Strong Workforce Program platform and certified by the Subrecipient as meeting the intention and requirements of the Strong Workforce Program legislation. Such certified Project Proposals shall fully detail the scopes of work between Parties. As needed, the Project Proposals can be amended and modified based on written approval by the Parties. By signing this Master Agreement, the Fiscal Agent and Subrecipient agree that the Certified Project Proposals will be binding under this Master Agreement without further action by the Parties.

Subrecipient agrees to make the investments and to conduct the work as described in the Certified Project Proposal documents submitted by Subrecipient and attached hereto as Exhibits and incorporated by reference in this Agreement. Subrecipient agrees that funds will be used for the purpose of meeting the following goals established through the BACCC Regional Collaborative Planning Process:

- Goal A: Meet the needs of employers for well-qualified candidates for middle-skill positions that pay livable wages
- Goal B: Provide pathways that enable all Bay area residents to find employment and advance to livable wages
- Goal C: Ensure equity in participation, completion, and employment

3. COLLABORATION

Where proposals involve multiple colleges, all Parties agree to work collaboratively with all other colleges specifically referenced in the Project Proposals in order to complete the Scope of Work.

4. TOTAL COSTS

The total cost for performance of this Agreement is set forth in Exhibit B where funding amounts for each Project are listed.

5. BUDGET

Subrecipient agrees that expenditure of funds under the Agreement will be in accordance with the project budgets submitted by the Subrecipient and shown in Exhibit B, which by reference are incorporated into this Agreement.

Funds are to be utilized by the Subrecipient in accordance with the terms and conditions of both this Master Agreement and guidance on the allowable use of funds from the California Community Colleges Chancellor's Office ([Strong Workforce Program Guidance Memos](#)).

If there is a reduction in funding by the Chancellor's Office, the Fiscal Agent reserves the right

to require adjustment to the scope of work and funding of the Agreements accordingly, up to and including the end of all activities under this Agreement.

Subrecipient understands that all funds must be fully expended by December 31, 2018. Subrecipient agrees to work with Fiscal Agent to accomplish Project revisions, transfers, and reallocations in a timely way to ensure all funds are fully spent or released and reallocated to another college that can fully spend the funds.

6. BUDGET MANAGEMENT

The Subrecipient will manage its budgets so that there is a clear distinction between Local Strong Workforce funds and Regional Strong Workforce Funds (which are the subject of this Agreement), and a clear distinction between the fiscal year of the allocation (e.g., that the allocation for 2016-2017 is distinct from any allocation for 2017-2018). Since the term for the use of the funds is more than one year there will be concurrent use of separate allocations. In such cases, it is advised that the Subrecipient assign separate project numbers to each year's allocation, or in some other manner make a clear distinction between the separate allocations.

7. PAYMENT

The Fiscal Agent shall make payments to the Subrecipient up to the amount listed in Exhibit B, Strong Workforce Approved Programs Summary.

Fifty percent (50%) of the total cost will be issued as an advance payment to Subrecipient. Fully executed Agreements submitted along with required insurance certificates by May 15, 2017 will be paid by June 30, 2017. Agreements submitted after that date will be paid by the end of July 2017 or within forty-five days of Fiscal Agent's receipt of the fully executed Agreement and insurance certificates, whichever date is later. Thereafter, the Fiscal Agent shall reimburse Subrecipient for the cost of the work performed through an invoicing process, up to but not exceeding the amount listed in Exhibit B, Strong Workforce Approved Programs Summary.

8. INVOICES

Invoices shall be submitted on a form provided by Fiscal Agent and must be supported by financial detail reports that itemize costs by Project. Invoices shall be submitted no more frequently than quarterly and no less frequently than after the close of each fiscal year. Invoices may be submitted at other times to accommodate large capital expenditures. Fiscal Agent may request back-up documentation for expenditures, if required to adhere to compliance terms and standards. Payment of the final 10% of the contract is contingent upon completion of the Scope of Work as stated in the Exhibits, upon receipt of a final invoice requesting payment, and upon Fiscal Agent's approval of a final report. Invoices should be submitted electronically to Fiscal Agent contact named in Exhibit A. A final invoice for all performance under this Agreement is due no later than January 15, 2019.

9. REPORTING

Subrecipient agrees to provide qualitative and quantitative progress reports and a final report

according to the schedule provided by and as required by the California Community College Chancellor’s Office and the Bay Area Community College Consortium. Fiscal reports detailing fiscal activity during each fiscal year of the performance periods will also be submitted. Reports will be submitted to the Fiscal Agent in a timely manner according to the schedule below. Subrecipient will be provided with thirty days notice of any changes to the the reporting schedule

Reporting Schedule

| Performance Period | Progress Report Due | Fiscal Year End Report Due |
|------------------------------------|----------------------------|-----------------------------------|
| July 1, 2016 to June 30, 2017 | July 31, 2017 | July 31, 2017 |
| July 1, 2017 to September 30, 2017 | October 31, 2017 | |
| October 1 to December 31, 2017 | January 31, 2018 | |
| January 1 to March 31, 2018 | April 30, 2018 | |
| April 1 to June 30, 2018 | July 31, 2018 | July 31, 2018 |
| July 1 to September 30, 2018 | October 31, 2018 | |
| October 1 to December 31, 2018 | Include in final report | January 31, 2019 |

A final report covering the entire performance period of the Agreement, including all supporting documentation, is due January 31, 2019.

10. MODIFICATIONS

When Subrecipient wishes to substantively change the outcomes of a project, timeline, or the investments being made, Subrecipient should consult with Fiscal Agent to determine if the Project Proposal requires formal modification and approval by the Fiscal Agent.

Modifications to Project Budgets

Modifications to the budgets, as detailed in the Certified Project Proposals, are allowed without prior approval, as long as all budget items comply with the Strong Workforce Program requirements and authorized uses of funds, and the outcomes of the Projects will not be materially affected.

Transfer of Funds Between Certified Projects

For projects that are fully contained within a college and have no other participating colleges, funds may be transferred from one project to another at the discretion of the Subrecipient as long as the intended outcomes of the projects are not substantively changed. Certified Project Proposal budgets should be updated in the online system and Exhibit B Strong Workforce Approved Program Summary and/or through the reporting system to reflect these reallocations. Further direction will be provided on how to report these changes to the Subrecipient’s Primary Contact as identified in Exhibit A.

Transfers of Funds Impacting Regional Joint Ventures

Budget transfers away from Projects that include budget commitments from multiple colleges (Regional Joint Ventures) require consultation with other colleges participating in the Joint

Venture to ensure the transfer does not jeopardize the outcomes of the other colleges. Transfers of Regional Joint Venture Funds require specific written approval from the Fiscal Agent. The following process should be followed in these circumstances:

- A. The Subrecipient Primary Contact notifies the Fiscal Agent and the Project Lead for the Regional Joint Venture Project of the desired changes.
- B. Subrecipient notifies the other colleges involved in the Regional Joint Venture Project and secures agreement to the change(s) from the other colleges and/or the Project Lead.
- C. The Fiscal Agent will conduct a technical review of the requested changes to ensure compliance with the grant terms and conditions. The Subrecipient updates and certifies the Project Proposal. Exhibit B is modified to reflect the changes and the modified Project is attached to the Agreement.

New Projects

New Projects, made possible through the reallocation of funds, should be entered into the online system and certified by the Subrecipient as meeting the intention and requirements of the Strong Workforce Program legislation. Subrecipient should notify Fiscal Agent the Project is available for review. After review and approval, the Certified Project Proposal will be added to Exhibit B Strong Workforce Approved Programs Summary, and the Certified Project Proposal will be included as an Exhibit.

Whenever a Project Proposal is substantively changed or a new Proposal is submitted, the Subrecipient and Fiscal Agent will sign or approve via electronic means the amended Exhibit B, which will replace the prior Exhibit B and become part of the active Master Agreement once executed.

11. TIME EXTENSIONS

Subrecipient must spend all of the funds allocated through this Master Agreement within the timeframe of the Agreement.

12. CONTACTS

All invoices, supporting documentation, progress reports, and requests for modifications from the Subrecipient will be submitted on-line or via email to the Fiscal Agent Strong Workforce Program Project Manager.

Contact information for these Fiscal Agent and Subrecipient roles is to be provided in Exhibit A, Contacts.

Both Parties agree to notify the other, in writing, within 30 days of changes to project contacts.

13. SHARED USE OF EQUIPMENT or RESOURCES

In the event that Subrecipient uses funds to secure equipment or other resources to be used in

common or for shared use with other colleges, a separate agreement may be needed between or among them to outline the terms and conditions of that use. The Subrecipient should notify the Fiscal Agent of the intent for shared use of equipment and resources, and the Fiscal Agent will clarify the requirements with the Chancellor's Office, and provide guidance to the Subrecipient regarding development of a shared use agreement.

14. INTELLECTUAL PROPERTY

Any work product resulting from this Agreement falls under the California Community Colleges, Chancellor's Office Creative Commons Attribution license which gives permission to the public to reproduce, distribute, perform, display or adapt the licensed materials for any purpose, so long as the user gives attribution to the author.

15. SUBCONTRACTS

The Subrecipient agrees to be as fully responsible to the Fiscal Agent for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Subrecipient. The Subrecipient's obligation to pay its subcontractors is independent from the obligation of the Fiscal Agent to make payments to the Subrecipient. As a result, the Fiscal Agent shall have no obligation to pay or enforce the payment of any monies to any subcontractor.

16. RECORDS AND AUDITS

- A. The Subrecipient must maintain records regarding the use of Program funds and progress made toward objectives and/or performance under the applicable Agreement.
- B. The Subrecipient must maintain a list of the type, cost, and location of the equipment purchased with Strong Workforce Program funds.
- C. The Subrecipient agrees that the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, and any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Subrecipient agrees to maintain such records for possible audit for a minimum of three (3) years after the final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. The Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subrecipient agrees to include a similar right of the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement or any Participation Agreement.
 - a. If any audit or other actions involving the records has been started before the expiration of this period, the records must be retained until the completion of the

action and resolution of all issues which arise from it or until the end of the three (3) year period, whichever is later.

- b. All records must be retained throughout the project. The three (3) year period of retention starts on the last day of the performance period stipulated in 2. Period Of Performance.

17. NOTICES

A Party to this Agreement may give notice to the other Party by sending an email and receiving acknowledgement of its receipt or through certified mail to the addresses specified below. Such notice shall be effective when received. Each Party has the responsibility of keeping notice contact information accurate and current. Contact information is specified in Exhibit A, Contacts.

18. TERMINATION

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of Fiscal Agent under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of expenditures to the Subrecipient. In the event that such funding is terminated or reduced, Fiscal Agent shall provide the Subrecipient with written notification of such determination and Fiscal Agent shall reimburse the Subrecipient for costs incurred up to the termination date. If Subrecipient has not fully spent funds advanced by the Fiscal Agent, Subrecipient agrees to return to Fiscal Agent funds unspent as of the termination date. Notice shall be deemed served on the date of receipt by the Subrecipient; with receipt determined by certified mail delivery confirmation. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

19. DISPUTES

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the Fiscal Agent and/or the Prime Sponsor. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to the Subrecipient. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, the Fiscal Agent receives from

Subrecipient a written request to appeal said decision. Pending final decision of the appeal, Subrecipient shall act in accordance with the written decision of the Fiscal Agent or the Prime Sponsor, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the Prime Sponsor, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

20. INDEMNIFICATION

All Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Parties, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Parties, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or willful misconduct of the Parties or any of its agents or employees.

21. INSURANCE

Acceptance of this agreement constitutes that Subrecipient is not covered under Fiscal Agent's general liability insurance and that Subrecipient agrees, during the term of this Agreement, to maintain, at the Subrecipient's sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to worker's compensation (if required by law), liability, disability, and unemployment insurance. Certificates of insurance shall be provided to Fiscal Agent. Specifically, during the term of this agreement, Subrecipient shall maintain in full force and effect the kinds of insurance, containing the limits of liability set forth below:

- A. Workers' Compensation – Subrecipient shall comply with the workers' compensation law of the state wherein the services are to be rendered. Such policy shall provide coverage for all persons engaged in the activities described in this agreement under the employ, supervision or control of Subrecipient.
- B. General Liability - The policy shall contain a combined single limit of liability of not less than \$2,000,000 per occurrence and not less than \$5,000,000 in the aggregate.
- C. Automobile Liability - If automotive vehicles are operated by Subrecipient in Subrecipients performance of Subrecipient's obligations under this agreement, Subrecipient shall maintain an automobile liability policy which shall include coverage on all owned, non-owned and hired vehicles and shall have a minimum limit of liability of not less than \$1,000,000 per occurrence.

Coverage shall be placed with an insurer having a Best's Key Rating of "A-" or better. Subrecipient shall furnish Fiscal Agent with Certificates of Insurance evidencing such coverage. Such Certificate shall name Fiscal Agent as additional insureds, and provide that it can be cancelled only with thirty (30) days prior written notice to Fiscal Agent. If any of the foregoing

coverages expire, change, or are canceled, Subrecipient shall notify Fiscal Agent within thirty (30) days prior to the effective date of such expiration, change or cancellation.

The following sentence shall be included in the additional insured endorsements:

“Cabrillo Community College District, its Governing Board, as individuals and as an entity, its officers, directors, employees, and volunteers, are hereby named as additional insured, with respect to all work performed by or on behalf of the named insured under its contract with the Certificate Holder.”

22. INDEPENDENT CONTRACTOR

The Subrecipient, in the performance of this Agreement, shall be and act as independent contractors and not as employees of Fiscal Agent. The Subrecipient understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the Fiscal Agent, and are not entitled to benefits of any kind or nature normally provided to employees of the Fiscal Agent and/or to which Fiscal Agent’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. The Subrecipient assumes full responsibility for its acts and/or liabilities including those of its employees or agents as they relate to the services provided under this Agreement. The Subrecipients shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers’ compensation; contributions, including but not limited to, unemployment insurance and social security with respect to the Subrecipient’s employees. The Fiscal Agent will not withhold taxes, unemployment insurance or social security for the Subrecipient’s employees or independent subcontractors. The Subrecipient agrees to indemnify and hold the Fiscal Agent harmless from and against any and all liability arising from any failure of the Subrecipient to withhold or pay any applicable tax, unemployment insurance or social security when due.

23. ASSURANCES

By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program established by Education Code Sections 88820-88826, and with the guidance documents provided by the California Community College Chancellor’s Office as posted on the Guidance section of the Strong Workforce Program website: <http://doingwhatmatters.cccco.edu/StrongWorkforce.aspx>

By signing this Agreement the Subrecipient certifies that it complies with state and federal requirements for Standards of Conduct, Workers’ Compensation Insurance, Participation in Grant-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

24. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be

unenforceable, then the Parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

25. WAIVER

Any waiver by Fiscal Agent of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of Fiscal Agent to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping Fiscal Agent from enforcing the terms of this Agreement.

26. SEVERABILITY

If any provision in 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 without being impaired or invalidated in any way.

27. AGREEMENT IS COMPLETE

No amendment, alteration or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Parties.

30. SIGNATURES

By signing below, the Parties agree to the terms and conditions set forth in this Agreement, which terms and conditions, upon such signatures, shall be incorporated into and become a part of the Master Agreement between the Cabrillo Community College District and Solano CCD on behalf of Solano College, and are binding upon the Parties without any further action by the Parties.

IN WITNESS WHEREOF, all Parties agree.

FISCAL AGENT
Cabrillo Community College District
Michael Robins
Director, Purchasing, Contracts & Risk
Management

SUBRECIPIENT
Solano CCD
Celia Esposito-Noy
Superintendent-President

(signature)

(signature)

(date)

(date)

BACCC Strong Workforce Program Agreement: Exhibit A - Contacts

Solano College

Master Agreement: SOL-16/17-1

Primary SWP Contact

Maire A. Morinec

Person with primary responsibility for managing the SWP portfolio of investments at the college. Generally a CTE administrator.

Dean, School of Applied Technology, Business and Vacaville Center

maire.morinec@solano.edu

707-864-7155

Solano CCD

4000 Suisun Valley Road

Fairfield, CA 94534

Authorized Signer

Celia Esposito-Noy

Person authorized to sign contracts on behalf of the college.

Superintendent-President

celia.esposito-noy@solano.edu

707-864-7299

Solano Community College

4000 Suisun Valley Road

Fairfield, CA 94534

Fiscal Contact

Yulian Ligioso

Person responsible for submitting or reviewing the financial reports to ensure they are backed up in General Ledger system. Usually from the college or district's business office.

VP Finance and Administration

yulian.ligioso@solano.edu

707-864-7209

Solano CCD

4000 Suisun Valley Road

Fairfield, CA 94534

Reporting Contact

Maire A. Morinec

Person responsible for submitting progress reports. May be the same as the Primary SWP Contact.

Dean, School of Applied Technology, Business and Vacaville Center

maire.morinec@solano.edu

707-864-7155

Solano CCD

4000 Suisun Valley Road

Fairfield, CA 94534

BACCC/Cabrillo CCD

Strong Workforce Program Project Manager

Kate Raymundo

kate@baccc.net

831-477-3246

BACCC Chair

Rock Pfothauer

rock@baccc.net

831-479-6482

BACCC Website

Mailing Address

baccc.net

BACCC c/o Cabrillo College

baccc.net/swp-contracts

6500 Soquel Drive

Aptos, CA 95003

ADV MFG: Advanced Welding Technologies (COMPLETE)

Link to full proposal text: [ADV MFG: Advanced Welding Technologies \(COMPLETE\)](#)

Budget: \$71,000

Sector Served: Advanced Manufacturing

Lead College: Laney College

Description

Create a regional marketplace to do professional development in 2 areas related to welding:

1) Advanced welding technologies used in industry, such as:

- Welding automation / robotics
- Laser welding
- Laser / plasma cutting

2) Advanced technologies that might be used in the classroom to help train students

- Virtual trainers
- Augmented reality trainers
- Online training
- Etc.

Investments

The first year we will concentrate on professional development and education. We will work with industry to run workshops and demonstrations of the latest welding technology. This will include training technology that can be used in the classroom to teach welding (e.g., virtual and augmented reality).

Workplan Risks

Lack of participation by faculty due to overloaded schedule.

ADV MFG: Industrial Maintenance Technician (COMPLETE)

Link to full proposal text: [ADV MFG: Industrial Maintenance Technician \(COMPLETE\)](#)

Budget: \$44,800

Sector Served: Advanced Manufacturing

Lead College: Laney College

Description

Industrial maintenance technicians repair equipment in factories. They troubleshoot, adjust, install, repair, and maintain production and processing machinery.

This is a highly skilled position at most manufacturing companies. The Bay Area needs to ensure that we can meet the skill levels (and numbers) needed by industry.

This proposal will continue the work that is currently being done by the BACCC regional marketplace for Industrial Maintenance technicians. It will work with a regional industry advisory committee to determine what new curriculum, certificate(s), and equipment is needed to ensure the needs of regional manufacturing companies are being met.

Investments

Investments will be in curriculum and professional development initially. We will be meeting with industry representatives to gather information about what changes / updates need to be made to our college programs.

In addition, some colleges have input from industry and will be purchasing equipment to enhance their industrial maintenance training courses.

Workplan Risks

Faculty have additional (unexpected) demands place on their time and can not participate.

Bay Area Drone Education and Training - complete

Link to full proposal text: [Bay Area Drone Education and Training - complete](#)

Budget: \$42,960

Sector Served: Advanced Transportation & Renewables; Agriculture, Water & Environmental Technologies; Energy, Construction & Utilities; Information & Communication Technologies (ICT)/Digital Media; Other; Public Safety; Small Business;
Lead College: Santa Rosa Junior College

Description

Demand for Drone related skills are increasingly apparent in several disciplines. These include Photography, GIS/Mapping, Agriculture, First Responder, and software development. Federal Aviation Administration (FAA) licensing is also required of anyone flying a drone for non-hobby use.

This proposal will develop curriculum and training for instructors to become licensed commercial drone pilots. The instructors will take the knowledge, skill and abilities by to their campuses to educate train students to compete for jobs in the Unmanned Aerial Vehicle (UAV/Drone) industry.

Areas of focus will include flight operations, data analysis, flight programing, outfitting, repair and maintenance of Drones. The intent of this proposal is to have Instructors across all disciplines create courses in the discipline-specific uses of drones.

The proposed activity is a joint effort between at least 10 colleges and workforce agencies in the SF Bay Area to develop curriculum and other instructional material to meet regional needs, while building on one-another's efforts and investments.

Investments

Santa Rosa Jr. College plans to invest \$40,000 to produce course(s) to train students to outfit, operate, and maintain drones, as well as the knowledge they need to become licensed commercial drone pilots. Other departments across all disciplines can then create courses which utilize drones, knowing that their students will be licensed and trained in safely operating drones. This will allow them to quickly get their students involved in the discipline-specific uses of drones.

Funding will be for:

Setting up meetings with the different discipline areas to determine their interest and needs

Meeting with the other colleges to create the requisite curriculum

Training faculty to teach these courses

Setting up approved testing facilities

Acquiring necessary equipment and supplies (hardware and software) for the classes

Professional and Curriculum Development

Marketing

Workplan Risks

Failure to gain faculty support in developing curriculum which aligns with the regional proposal or a lack of investment in promotion and marketing of these enhancements could possibly cause a regional partnership to either not get started or to falter in enrollment.

Cyber Security Pathways - Cyberpatriots Program Promotion

Link to full proposal text: [Cyber Security Pathways - Cyberpatriots Program Promotion](#)

Budget: \$111,873

Sector Served: Information & Communication Technologies (ICT)/Digital Media

Lead College: Diablo Valley College

Description

Proposal to encourage, fund, and facilitate adoption of the Cyberpatriots program to enhance IT and Cybersecurity K-12 pathways.

Build Bay Region-wide participation in the K-12 Cyberpatriot program to develop IT and Cyber Security pathways. Outreach will include including hosting Cyberpatriot camps and competition rounds, engaging, encouraging, and supporting local K-12 teachers as Cyberpatriot Coaches, connecting with local cyber security industry, and developing articulation for college credit.

Investments

The Colleges will invest in a regular calendar of events throughout the year starting with the Summer CyberPatriots Cyber Camps hosted at each of the partner colleges. Support for middle and high school Cyberpatriot Teams competing in the 2017/18 national competition, will continue into the 2017/18 school years at the local schools within each member college's service area.

This effort will broaden the Academic workforce pathway through state approved occupational degrees and certificates in each college's IT/Cybersecurity programs. It further extends the non academic workforce pathway for Cybersecurity through team competition at the local, regional, state and national levels which provides visibility to recruiters for the IT and security workforce.

Workplan Risks

Failure to gain faculty support in developing curriculum which aligns with the regional proposal or a lack of investment in promotion and marketing of these enhancements could possibly cause a regional partnership to either not get started or enrollment to falter.

K-14 Pathways Regional Project

Link to full proposal text: [K-14 Pathways Regional Project](#)

Budget: \$138,503

Sector Served: All Sectors

Lead College: Contra Costa CCD

Description

In the Bay Area, there are over 346,000 high school students who are potential “customers” for the Community Colleges. Through supporting the creation and sustainability of K14 Pathways, Colleges have the opportunity to increase FTES by building the enrollment pipeline and early college credit opportunities for students. Robust K14 Pathways help K12 students better understand their options for postsecondary education and careers, and support better preparation for and persistence in college programs.

This regional project emphasizes building up backbone supports for K14 Pathways, with the goal of increasing capacity within colleges to develop robust pathways, and increasing consistency in practice across colleges. Regional coordination is a critical element of this proposal.

The four elements of this proposal are:

Developing & Mapping Career Pathways; Increasing Early College Credit; Early Intervention/Awareness of Pathways; and, Expanding Work-Based Learning

Investments

There are four elements of this proposal:

1) Developing & Mapping Career Pathways; 2) Increasing Early College Credit; 3) Expanding Early Interventions & Awareness of Pathways; and, 4) Documenting and Systematizing Work-Based Learning.

Investments in this proposal focus on building up capacity for cross-college coordination in these four areas (including funds for project management and administrative support) and funds to host shared professional development sessions. Colleges involved in this proposal are also investing in local capacity, release time or other resources, to enable more profound development of career pathways locally and strong engagement with cross-college efforts.

Workplan Risks

This project is a complex initiative with various components, and there is a risk that due to time and capacity constraints we will be unable to achieve all of the goals delineated.

Life Sciences/Biotechnology Supply Chain/Operations Project

Link to full proposal text: [Life Sciences/Biotechnology Supply Chain/Operations Project](#)

Budget: \$88,760

Sector Served: Life Sciences/Biotech

Lead College: Skyline College

Description

Provide work-based learning opportunities for community college students. Students will follow cGLP, cGMP, regulations, and technical lab and soft skills while generating “life science laboratory products” for teachers and instructors to use in their classes. This is an innovative project for fully motivated faculty and students that will apply knowledge and hands-on activities under a structured manufacturing-like environment that simulates what a company's manufacturing operation does. It relies on industry commitment for advice and faculty training and to perform audits for the simulated environment. Creation of industry-recognized badges is planned as is incorporation of this credential into students' resumes.

Investments

The following colleges, will commit a total of 403 enrollments. Each college will be represented.

Workplan Risks

Risks that students fail to produce products that are of quality and that can be used reliably by teachers, instructors and students in the classes region-wise. We are currently piloting this program with DSN support and we are working out the inconsistencies and problems so that the process is clean at the time of implementation. In addition, industry has been providing faculty training and advice directly. Johanna Anton (Cellana) and Rick Mead (Boehringer-Ingelheim) are training the faculty in quality control, ASQ training, manufacturing processes and supply chain operations. This way, we are preventing the risks of producing a batch that does not work. The pilot has run at 3 colleges (Laney, Ohlone and Skyline) including evaluation of proof of concept and students' comments. So far, the faculty observations find that participating students were fully engaged and talking the language that they were supposed to use in the workplace and used terminology correctly in addition to: performing technical aspects correctly, following SOPs, and demonstrating soft skills such as communications and team work.

Makerspace/FabLab Regional Collaboration

Link to full proposal text: [Makerspace/FabLab Regional Collaboration](#)

Budget: \$169,000

Sector Served: Advanced Manufacturing; Energy, Construction & Utilities; Information & Communication Technologies (ICT)/Digital Media; Small Business

Lead College: Laney College

Description

Proposal to develop a business plan for a maker's space. The plan will yield financials, an operational study, equipment/tool/facility needs, plans for community engagement, methods for integrating into curriculum, and opportunities to braid funding sources.

Investments

The investments in developing Makerspace and FabLab on our individual campuses will result in greater opportunities for our students to get exposed to state of the art industry tools and hands on, individual and passion driven projects. These spaces will serve as incubators, attract new students and introduce existing students to CTE opportunities.

Workplan Risks

The success of this project is highly dependent upon the administration of the work, as well as access to resources and accessibility to networks and industry. We are certain that we have a strong foundation established to launch collaboration at a regional level. We highly encourage attention to timelines, prompt communication, and collaboration.

North Bay Industrial Technology - complete

Link to full proposal text: [North Bay Industrial Technology - complete](#)

Budget: \$135,960

Sector Served: Advanced Manufacturing

Lead College: Santa Rosa Junior College

Description

This is a North Bay regional collaboration between Santa Rosa Jr. College, College of Marin, Napa Valley College and Solano Community College. This proposal will focus on the regional Agricultural Food and Beverage Manufacturing and High Tech Manufacturing industries.

This proposal will focus on the industrial fabrication and maintenance of machinery associated with the above mentioned industries. Typically, we will develop, revise and update certificate programs in Electro-Mechanical Technology, Industrial Automation, Industrial Maintenance Technology and Sanitation Welding Technology.

Investments

Santa Rosa Jr. College will invest \$87,468

College of Marin will invest \$68,000

Napa Valley College will invest \$124,124

Solano College will invest \$151,320

To complete work as shown on the work plan.

Workplan Risks

Failure to gain faculty support in developing curriculum which aligns with the regional proposal or a lack of investment in promotion and marketing of these enhancements could possibly cause a regional partnership to either not get started or to falter in enrollment.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RENEWAL OF INTERAGENCY AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE AND THE
FOUNDATION FOR CALIFORNIA COMMUNITY
COLLEGES

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY

This is a renewal of the Interagency Agreement granting Solano Community College a site license for the use of the College’s facilities in support of the State of California, Department of Consumer Affairs, Bureau of Automotive Repair’s (BAR) Smog Check Referee and Student Technician Training Program. This two year agreement is from July, 2017 through June 30, 2019.

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

Ed. Code: N/A Board Policy: Estimated Fiscal Impact: \$1,200 per month revenue

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

PRESENTER’S NAME
Maire Morinec, Dean, Applied Technology &
Business
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS
707-864-7155

TELEPHONE NUMBER
David Williams, Ph.D.
Vice President, Academic Affairs

VICE PRESIDENT APPROVAL
June 9, 2017

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

Celia Esposito-Noy, Ed.D.
Superintendent-President

June 9, 2017
DATE APPROVED BY SUPERINTENDENT-PRESIDENT



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

INTERAGENCY AGREEMENT

between

SOLANO COMMUNITY COLLEGE

and the

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

(CALIFORNIA COMMUNITY COLLEGES AUXILIARY ORGANIZATION)

(“SITE LICENSE”)

SUMMARY

Solano Community College (“COLLEGE”) grants a site license to the Foundation for California Community Colleges, a California nonprofit 501 (c)(3) corporation, (the “FOUNDATION”) for the use of College facilities in support of the State of California, Department of Consumer Affairs, Bureau of Automotive Repair’s (“BAR”) Smog Check Referee and Student Technician Training Program.

BACKGROUND

BAR is the nation’s foremost automobile regulatory system. The FOUNDATION has entered into an agreement with BAR (the “BAR Agreement”) to operate, at multiple sites, a Smog Check Referee and Student Technician Training Program (the “Program”). The goal of the FOUNDATION is to help improve air quality in California, while training college students in critical technical services that provide economical solutions to citizens, consumers, and taxpayers related to vehicle ownership and a safer and healthier living environment. Accordingly, the Program will provide a network of referees to hear complaints from consumers who were unable to obtain smog certificates for their vehicles, negotiating reasonable results in those disputes, and train student technicians to perform the necessary technical services of California’s Smog Check Referee Program. Funds earned through the Program may be used by the FOUNDATION through grants to enhance the educational programs of the California Community College system.

AGREEMENT

COLLEGE hereby grants to the FOUNDATION a license to use the COLLEGE facilities and equipment necessary to conduct the Program (“Site License”). The effective date of this Site License is July 1, 2017. The term of this Site License is from **July 1, 2017** through **June 30, 2019**.

The FOUNDATION and COLLEGE mutually agree to the following terms and conditions:

Article I Responsibilities of COLLEGE

A. Site

1. COLLEGE will provide a Site, as described in Attachment I "Site Requirements" attached hereto and incorporated by referenced, for a Smog Check Station at which the smog check referee will perform the functions described Attachment II "Referee Site Functions & Referee Duties" attached hereto and incorporated by reference.
2. The FOUNDATION and BAR will have ready access to the Site to install BAR automotive emissions testing equipment, office furniture, equipment and supplies, signage, and other appropriate items.
3. The FOUNDATION and BAR will have ready access to Site to make such modifications to Site as described in Attachment III "Site Modifications" attached hereto and incorporated by reference. All improvements to the structure, including the installation of equipment that is physically attached to, bolted to, or screwed to, or contained within the structure shall become property of the College. All additional requests for Site modifications shall be submitted in writing to the COLLEGE President or designee. The COLLEGE President or designee shall approve such requests in writing within thirty (30) calendar days from the date of the request. Such approval shall not be unreasonably withheld.
4. COLLEGE will provide the FOUNDATION and Program staff with open access to the Site on the days and times specified in Attachment I "Site Requirements," during which the functions and duties of Attachment II "Referee Site Functions & Referee Duties" will be performed.
5. COLLEGE will maintain the Site in compliance with Attachment I "Site Requirements." The surrounding land adjacent to the Site shall be the responsibility of COLLEGE.
6. COLLEGE will supply campus and area maps, directions, and other Site information to the FOUNDATION within ten (10) business days of execution of this Site License, and within ten (10) business days after the date of each subsequent request.

B. Personnel

1. COLLEGE will have one (1) program representative (the "College Representative"), who will be the key point of contact between COLLEGE and the FOUNDATION. The College Representative will be readily available to communicate with the FOUNDATION by phone, letter, and electronic mail.

Maire Morinec, MS, RN
Dean, School of Career Technical Ed. & Business
4000 Suisun Valley Road
Fairfield, CA 94534-3197
(707) 864-7155; (707) 864-7000 ext. 4468
maire.morinec@solano.edu

Article II Responsibilities of the FOUNDATION

A. Site

1. Pursuant to the BAR Agreement, the FOUNDATION will provide equipment, office furniture and supplies, signage, and other items it deems necessary to administer the Program at the Site, including:
 - a. Testing and marketing equipment and supplies:
 - i. If COLLEGE is in an Enhanced Area of the state, or if COLLEGE is in a Basic Area of the state as defined in Attachment V "Definitions" attached hereto and incorporated by reference and provides to its students BAR 97 training, COLLEGE will give the FOUNDATION access to COLLEGE'S Emissions Inspection System.
 - ii. All Sites will be equipped with diagnostic equipment, tools, books, manuals, copy machine, desks, chairs, telephone answering machine, cash management equipment, and general office supplies for use by FOUNDATION staff.
 - iii. The FOUNDATION will manage the provision to COLLEGE of brochures and other pamphlets for the general public.
 - b. Appropriate computing and telecommunication lines and equipment at the Site, where necessary.
2. The FOUNDATION will procure and maintain throughout the entire life of this Agreement, General Liability/Property Damage insurance, including Garagekeepers Liability insurance, at three million dollars (\$3,000,000) combined single limit. The FOUNDATION will designate the COLLEGE, its Board of Trustees, and its officers, agents, representatives and employees as additional named insureds and will provide to COLLEGE appropriate Certificates of Insurance and endorsement.

B. Personnel

1. The FOUNDATION will provide a Program Director to oversee the Program. The Program Director will be the primary contact of the College Representative. The Program Director will be readily available to communicate with the College Representative by phone, letter, and electronic mail.

Mark Weidinger
Director, Smog Check Referee Program Operations
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95814
Phone: (559) 855-7640
Fax: (559) 408-5592
Email: mweidinger@foundationccc.org

2. The Referee is an employee of the FOUNDATION and will work with the designated College Representative in managing the Site.

C. Fiscal Responsibilities

1. Commencing on July 1, 2017, the FOUNDATION will pay to COLLEGE the sum of one thousand two hundred dollars (**\$1,200.00**) per month for the use of the Site and equipment as permitted herein. The fee will be due on the first day of each month during the term of this Site License.

The check should be made payable to:

Solano Community College

and mailed to:

**Attn: Maire Morinec, MS, RN
4000 Suisun Valley Road
Fairfield, CA 94534-3197**

2. The FOUNDATION reserves the right to withhold the facilities equipment and licensing fee payments to COLLEGE if COLLEGE's performance does not comply with the terms of this Site License.
3. COLLEGE must allocate at least fifty (50) percent of the monthly fee directly to its automotive department or program.

Article III General Provisions

This Site License hereby also incorporates by reference Attachment IV "General Provisions."

SIGNATURE PAGE TO FOLLOW

In witness whereof, the Parties hereto have executed this Site License per the dates and signatures below:

SOLANO COMMUNITY COLLEGE

By: _____

Print Name: Celia Esposito Noy

Title: Superintendent-President

Date: _____

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____

Print Name: _____

Title: _____

Date: _____

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT I
Site Requirements

1. **Access and Hours of Operation.** COLLEGE will provide access to the Site for the days and hours specified below. COLLEGE will be responsible for opening any gate or exterior entrances to the Site in addition to opening automotive technology.

Site will be open for Operation: Monday - Saturday, 7:00 am to 6:00 pm

2. **Automotive Lane.** Access to an automotive bay/lane either in, or close to, automotive technology. If the Site is located in an Enhanced Area, access will be provided to a bay where the BAR 97 and dynamometer are located.
3. **Office Space.** Adequate space close to the automotive lane, where a desk, storage or file cabinet, bookshelf, and other equipment can be placed. Where possible, the furniture and equipment shall be located in a separate area that can be locked at the end of each day.
4. **Site and Equipment Maintenance.** COLLEGE will maintain the Site building and surrounding grounds. COLLEGE and the FOUNDATION will keep the facility clean at all times. If either party uses equipment owned by the other party, it will pay for the maintenance of the equipment proportionate to the use.
5. **Parking.** Two (2) parking spaces for waiting vehicles, one (1) suitable for handicapped access, will be provided close to the automotive bay. Parking for the Referee and student technicians will be arranged with COLLEGE, but need not be in immediate proximity to automotive technology.
6. **Signage.** The FOUNDATION will provide sandwich board signs and one (1) building sign to direct customers to the Site. The FOUNDATION will work with COLLEGE to ensure the signs meet the specifications required by COLLEGE.
7. **Customer Waiting Area.** The COLLEGE will provide space for a customer waiting area, or access to the campus lounge or cafeteria. The FOUNDATION will ensure that customers are restricted to the designated areas at all times.

The customer waiting area is currently designated: in the Referee Facility, located in Bldg. 1800A

8. **Restrooms.** COLLEGE will provide reasonable access to restroom facilities for FOUNDATION staff and customer use. The restroom facilities must meet ADA standards. COLLEGE will ensure regular maintenance and upkeep of the public restrooms, including keeping the restrooms stocked with adequate paper supplies.
9. **Security.** COLLEGE will specify what type of security is currently in place at the Site and what the basic security requirements are for COLLEGE. The FOUNDATION will supplement the security as deemed necessary by both parties.
10. **Safety.** COLLEGE and the FOUNDATION will ensure that Site is free from hazards to the public.
11. **Availability.** Pursuant to the BAR Agreement, COLLEGE will make Site available for training and others purposes at BAR's discretion.

ATTACHMENT II

Referee Site Functions & Referee Duties

The Smog Check Referee Program will provide a public service for motorists who need additional testing on their vehicles.

Referees assist motorists who are unable to obtain smog certificates for their vehicles from a Smog Check station. The Referee inspects and tests vehicles to determine whether the vehicle should be given a smog certificate, or whether it should be sent back to a Smog Check station for repairs. The Referee is responsible for providing information to motorists, Smog Check technicians, and others needing assistance.

The Referee actions will include testing vehicles on state-of-the-art diagnostic equipment, assisting customers, performing stationary vehicle inspection, recordkeeping, and data entry, as well as other services.

Referee Duty Statement

The Referee is responsible for the daily operations of the Site. In principle, these functions should be the same for all locations. The Referee's responsibilities include, but are not limited to, the following in accordance with the Smog Check Referee Program Policy and Procedure Manual:

1. Overseeing daily Site operations including all monetary transactions and deposits.
2. Maintaining an orderly flow of scheduled appointments.
3. Ensuring, with assistance from Program Director that there is adequate Site availability for motorists.
4. Obtaining equipment and office supplies.
5. Ensuring sufficient staffing of assistants during normal operating hours.
6. Interviewing Student Technicians and evaluating their performance. Applicants enrolled as students at COLLEGE will be given full priority for positions if they meet the established qualifications.
7. Assuring that the Student Technicians receive appropriate training in safe equipment operation. The FOUNDATION will assume all liability for Student Technicians, and hold harmless COLLEGE, and its employees and representatives, in any legal actions regarding Student Technicians while performing the scope of their duty as a Student Technician.
8. Supervising the Student Technicians in all daily tasks.
9. Maintaining Site records on all actions, and issuing all required reports.
10. Ensuring the cleanliness and maintenance of the Site, and of the machines used by the Referee Student Technician Training Program.
11. Interacting with the customers and displaying a high level of service.
12. Performing all testing procedures and engaging in required referee actions.
13. Performing other functions as required.

ATTACHMENT III

Site Modifications

COLLEGE and the FOUNDATION agree that the following modifications will be made to the Site by the FOUNDATION:

None.

ATTACHMENT IV

General Provisions

A. Disputes

In the event of a dispute between COLLEGE and the FOUNDATION, each party agrees to file a "Notice of Dispute" with the other party within ten (10) business days of the discovery of the problem. Within ten (10) business days of filing the Notice, the parties will meet in a mutually agreeable manner for the purpose of resolving the dispute. If the dispute cannot be resolved to the satisfaction of both parties, then an impasse will be declared. Upon impasse, all agreements will be terminated, and the FOUNDATION will remove all of its property from COLLEGE within fourteen (14) calendar days of the declaration of impasse. All COLLEGE facilities and equipment will be left in fully operational condition, with full containers of calibration gases and "zero" air, and filters to continue operations. In the event of any default or breach by COLLEGE, the FOUNDATION will pay COLLEGE only the reasonable value of its services theretofore rendered satisfactorily, as may be agreed by the parties, or determined by a court of law.

B. Indemnification

The FOUNDATION will indemnify, defend and hold harmless COLLEGE, and its directors, officers, agents, employees and successors against any and all third party losses, liabilities, claims, actions, suits, proceedings, penalties, fines, costs or expenses, including but not limited to, reasonable attorneys' fees and costs, resulting from, arising out of, or connected with (a) any breach of this Site License by the FOUNDATION; or (b) any willful misconduct or negligence act or omission in the performance of responsibilities under this Site License by the FOUNDATION or its employees, subcontractors, or any person or entity for whom the FOUNDATION is responsible. Such defense and payment will be conditional upon COLLEGE notifying the FOUNDATION of any such claim in writing and tendering the defense thereof within a reasonable time. COLLEGE will reasonably cooperate in the defense and in any related settlement negotiations, and will have the right to approve or disapprove any settlement or compromise and such approval will not unreasonably be withheld or delayed.

COLLEGE will indemnify, defend and hold harmless the FOUNDATION, and its directors, officers, agents, employees and successors against any and all third party losses, liabilities, claims, actions, suits, proceedings, penalties, fines, costs or expenses, including but not limited to, reasonable attorneys' fees and costs, resulting from, arising out of, or connected with (a) any breach of this Site License by COLLEGE; or (b) any willful misconduct or negligence act or omission in the performance of responsibilities under this Site License by COLLEGE or its employees, subcontractors, or any person or entity for whom COLLEGE is responsible. Such defense and payment will be conditional upon COLLEGE notifying the FOUNDATION of any such claim in writing and tendering the defense thereof within a reasonable time. The FOUNDATION will reasonably cooperate in the defense and in any related settlement negotiations, and will have the right to approve or disapprove any settlement or compromise and such approval will not unreasonably be withheld or delayed.

C. Prior and Supplemental Agreements

This Site License supersedes and makes null and void any prior agreements between the parties that conflict with the terms of this Site License. To the extent that any documents conflict with the terms of this Site License, this Site License will control, unless otherwise agreed upon by both parties in writing.

D. Changes to Terms

Any changes or modifications to the terms of this Site License must be agreed upon by both parties in writing. No oral understanding or agreement will be incorporated herein or binding on either party to this Site License.

E. Availability of Program Funds

1. It is mutually understood and agreed between the parties that this Site License may have been written before the appropriation of federal, state, and/or local funds, for the mutual benefit of both parties in order to avoid Program delays which would occur if this Site License was executed after that determination was made.
2. It is mutually understood and agreed between the parties that this Site License is valid and enforceable only if sufficient funds are made available to the FOUNDATION by BAR for the applicable fiscal year for the purpose of the Program and is subject to any additional restrictions, limitations, or conditions enacted by BAR that may affect the provisions, terms or funding of this Site License in any manner.
3. The FOUNDATION reserves the right, at its own option and with written notice to COLLEGE, to immediately suspend operations and payment if: (1) the State of California, the Department of Consumer Affairs or any other state agency issues IOUs to the FOUNDATION or imposes any restrictions, limitations, or conditions on the Program or this Site License; or (2) the Governor of the State of California issues an Executive Order that affects the provisions, terms or funding of this Site License in any manner.

F. Confidentiality

Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, all parties to this Site License will maintain as confidential all information obtained as a result of participating in this Site License. No party will disclose such information to any other person or entity without prior written authorization by the appropriate representative of the other party.

G. Assignment

This Site License is not assignable by either COLLEGE or the FOUNDATION, either in part or in whole, without prior written consent of the other party to this Site License. Any assignment without prior written consent of the other party is void.

H. Governing Law

It is agreed that the law of the State of California will govern this Site License.

I. Time Is of the Essence

The timing for performance of tasks necessary for the operation of this Site License may be changed by written agreement, after consultation between the parties. The date of completion of this Site License, and any payment amounts specified herein, may only be altered by formal amendment of this Site License.

J. Ownership of Data

Data and reports developed for and under this Site License will become the property of the FOUNDATION. Such data or reports will not be disclosed without prior written permission of the Program Director.

K. Termination

This Site License may be terminated, without penalty, by either party upon providing written notice to the other party thirty (30) days before the termination date.

L. Notices

1. Notice to the FOUNDATION may be given by certified mail, postage fully prepaid, to the following person and address:

**Foundation for California Community Colleges
Director of Air Quality Programs
1102 Q Street, Suite 4800
Sacramento, CA 95811**

2. Notice to COLLEGE may be given by certified mail, postage full prepaid, to the following person and address:

**Maire Morinec, MS, RN
Dean of School of Career Technical Education and Business
4000 Suisun Valley Road
Fairfield, CA 94534-3197**

3. Such notice will be effective when received, as indicated by post office records. If deemed undeliverable by the post office, such notice will be effective nevertheless fifteen (15) days after mailing.
4. Alternatively, notice may be given by personal delivery such as Federal Express, United Parcel Service, or other licensed courier services, to the addresses provided above. Such notice will be deemed effective when delivered unless a legal holiday commences during said twenty-four (24) hour period, in which case the effective time of the notice will be postponed twenty-four (24) hours for each intervening day

M. Non-Discrimination

DISTRICT, COLLEGE, and the FOUNDATION agree that there will be no discrimination against, or segregation of, any person or group of persons on account of sex, marital status, race, age, physical or mental disability, color, religion, creed, or national origin or ancestry in the use or enjoyment of Site and Program, nor will DISTRICT, COLLEGE, or the FOUNDATION or any person claiming under or through them, establish or permit any such practice or practices of discrimination or segregation concerning the use or occupancy of Site by the FOUNDATION. The FOUNDATION will ensure that the evaluation and treatment of employees and applicants for employment is free of such discrimination.

N. Americans with Disabilities Act

DISTRICT and COLLEGE will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and ensures equal opportunity and access for persons with disabilities, as well as applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.) and any similar local, state or federal laws. DISTRICT and COLLEGE represents and warrant that the Site, the Site building, and surrounding grounds will be reasonably accessible to persons with disabilities.

ATTACHMENT V

Definitions

Smog Check Referee Program. The Smog Check Referee Program is administered by the State of California's Bureau of Automotive Repair and the Foundation for California Community Colleges. The program serves the people of California who need assistance with a smog check or a noise test for their vehicle.

Student Technician Program. One intention of the Program is to provide training to California students to obtain work-ready skills as Automotive Technicians. Consequently, the Foundation will ensure that Student Technicians obtain training and job experience as Automotive Technicians with the intent that the technicians can pursue any related employment in the public or private sector.

Business Days are defined as weekdays.

In a Basic Area motorists can take their cars to any facility offering a smog test. Testing is every other year at registration time or when a car changes ownership.

An Enhanced Area is considered by the Air Resources Board and U.S. Environmental Protection Agency to have the most serious air quality problems. Smog Checks are done every two years in these areas. Testing on a dynamometer will be mandatory in Enhanced Areas. Enhanced Areas are typically urbanized areas.

Change-of-Ownership Areas are the least populated counties. Smog checks are only required when a car changes owners.

A Referee is a Foundation employee at a College Site who is responsible for inspecting and testing vehicles, determining if vehicles should be granted a smog certificate or sent back to a Smog Check station for repairs, and supervising, training and mentoring Student Technicians. The Referee is responsible for providing information to motorists, Program technicians, the College Representative and others needing assistance. The types of vehicle problems the Referee will handle include those listed in Attachment II, "Referee Site Functions & Referee Duties."

In a Sound Test Program, the Referee tests the exhaust noise level of vehicles. A decimeter is used in compliance with BAR direction and SAE standards. Only motorists receiving a citation for violation of Vehicle Code § 27152 will be required to be tested.

A Student Technician assists the Referee, while being trained in the skills required of Student Technicians. The Referee will serve as mentor, trainer, and supervisor. All Student Technicians must be students in six units of classes per semester at a California community college.

The Call Center is located in Sacramento and serves the entire state. The primary purpose of the Call Center is to receive motorist calls and to schedule appointments at the Referee Sites. At the Call Center, motorists will be able to contact a technical director, who can handle disputes that could not be resolved at the Referee Site. An "800" number will be provided for motorists' convenience.

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

TO: **Members of the Governing Board**

SUBJECT: **SECOND AMENDMENT TO THE SOFTWARE
SUBSCRIPTION AND HOSTED SERVICES AGREEMENT
BETWEEN INNOVATIVE INTERFACES, NAPA VALLEY
COLLEGE, SOLANO COMMUNITY COLLEGE, AND THE
COUNTY OF NAPA LIBRARY SYSTEM**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

Board approval is requested for changes made to the Software Subscription and Hosted Services Agreement. Specific changes include:

- Replacement of payment schedule
- Contract period being extended to 6 years due to delayed first year subscription
- Addition of Counterparts language for signature purposes.

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other

| | | |
|------------------|----------------------|---|
| <i>Ed. Code:</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact:</i> \$54,151.44 |
|------------------|----------------------|---|

SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Gregory S. Brown
Vice President, Student Services

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7173

TELEPHONE NUMBER

Gregory S. Brown, Student Services

VICE PRESIDENT APPROVAL

Celia Esposito-Noy, Ed.D.
Superintendent-President

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

**SECOND AMENDMENT TO
SOFTWARE SUBSCRIPTION AND HOSTED SERVICES AGREEMENT NO. 8402**

This Amendment (the "Second Amendment") is made and entered into as of the date of the last signature of the parties hereto (the "Effective Date"), by and between Innovative Interfaces Incorporated, a California corporation having its principal place of business at 5850 Shellmound Way, Emeryville, CA 94608 (hereinafter referred to as "Innovative"), and Napa County, a political subdivision of the State of California, (hereinafter referred to as "County") on behalf of Napa County Library, Napa Valley College (hereinafter referred to as "NVC") located at 2277 Napa Vallejo Hwy, Napa, CA 94558, on behalf of its Library and Learning Resource Center (LLRC) and Solano Community College (hereinafter referred to as "SCC") located at 4000 Suisun Valley Rd, Fairfield, CA 94534 on behalf of its Library (each a "Party," and collectively the "Parties").

WHEREAS, the County and Innovative are parties to the Software Subscription and Hosted Services Agreement entered into as of August 25, 2015 (the "Main Agreement"); and

WHEREAS, the Parties entered into an Amendment of the Main Agreement as of January 4, 2016 (the "First Amendment"); and

WHEREAS, the Parties wish to amend the Main Agreement and the First Amendment, to replace the existing Payment Schedule C-1 and to extend the term of the contract period totaling 6 (six) years.

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Replacement of Payment Schedule C-1. The Parties hereby agree that Schedule C-1 'Payment Fee Schedule' is hereby deleted in its entirety and replaced with Exhibit 1 'Payment Schedule & Percentage of total cost to each Party' attached. All references to Schedules C in the Main Agreement and Schedule C-1 in the First Amendment shall now read Exhibit 1.
2. Contract Period. The Contract period is hereby extended to a total of 6 (six) years.
3. Effect of Amendment. To the extent the terms and conditions of this Amendment conflict with the terms and conditions of the Main Agreement and that of the First Amendment, the terms and conditions of this Amendment shall prevail.
4. Counterparts. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
5. Except as provided above, the terms and conditions of the Main Agreement and the First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter into this Amendment as of the dates specified below.

NAPA COUNTY, a political subdivision of the State of California

**INNOVATIVE INTERFACES
INCORPORATED**

By: _____
ALFREDO PEDROZA
Chair of the Board of Supervisors

By: _____

Print Name: _____

Title: _____

Date: _____

| | | |
|--|--|--|
| <p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____ County Counsel</p> <p>Date: _____</p> | <p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p> | <p>ATTEST: GLADYS I. COIL Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|--|--|--|

Napa Valley College

Solano Community College

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: **Dean of Library and Learning
Resource Center**

Title: **VP Student Services**

Date: _____

Date: _____

EXHIBIT 1
PAYMENT SCHEDULE & PERCENT OF TOTAL COST TO EACH PARTY

| | <u>Napa</u> | <u>NVC</u> | <u>Solano</u> | <u>Total</u> |
|-----------------------------|----------------|---------------|---------------|--------------|
| Percent contribution | 81.833% | 9.361% | 8.806% | 100% |

| | Updated Costs <i>(Amended are in bold)</i> | |
|---|--|--|
| Polaris Services <i>(Implementation)</i> | \$102,450 | <i>(Costs for Implementation Services are due at time of Contract signing)</i> |

FY 2017 (POST IMPLEMENTATION)

| | | |
|---------------------------|-----------------|--|
| Polaris Subscription | \$44,809 | |
| Third Party Subscriptions | \$4,531 | |
| Hosting and Hardware | \$19,334 | |
| FY 2017 Total | \$68,674 | <i>(for period November 1, 2016 through June 30, 2017)</i> |

The following subscription fees shall be due annually on July 1st:

| | | |
|--------------------------------------|------------------|--|
| FY 2018 Subscription | \$97,129 | <i>(for period July 1, 2017 through June 30, 2018)</i> |
| FY 2019 Subscription | \$100,542 | |
| FY 2020 Subscription | \$104,075 | |
| FY 2021 Subscription | \$107,732 | |
| Additional Services as Needed | \$34,336 | |
| TOTAL | \$614,938 | |

Overall Contract Term: 6 Years (includes 5 years Subscription period together with the implementation phase). The amounts above are construed as guaranteed sums. NVC and SCC will be required to pay the County the percentage contribution for up to sums listed even if either party terminates with CONTRACTOR in accordance with paragraph 9 of the Agreement. First payment due on completion of the initial installation of the Software (the "Completion Date"), and then on July 1st of the subsequent years thereafter. Fee includes Annual Maintenance and Support Fee.

GENERAL PAYMENT TERMS AND CONDITIONS:

1) Payments will be due sixty (60) calendar days after invoice. Interest of 1% per month of the full outstanding amount will be charged for late payments. 2) Fees shown above exclude taxes. County will be responsible for all applicable taxes. 3) Credit card payments are subject to a 3.5% fee for any invoices over \$2,000. 4) If County fails to pay Innovative any sums due under this Agreement on a timely basis, Innovative reserves the right, among other remedies available to it under this Agreement, to discontinue maintenance, subscription and/or hosting services, as applicable, until County fully pays to Innovative all sums (and related penalties) (together, the "Overdue Amount") due to Innovative. If Innovative discontinues maintenance and/or hosting services provided to County, Innovative also reserves the right to receive from County a restart penalty fee equal to 30% of the Overdue Amount, in addition to the Overdue Amount. Future maintenance, subscription and hosting service charges, as applicable, may be subject to price increases by Innovative. With regard to such price increases, Innovative will advise the County no later than thirty (30) calendar days prior to the increase going into effect.

Second Amendment to the Hosted Software Agreement with Innovative

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

TO: **Members of the Governing Board**

SUBJECT: **STUDENT HEALTH SERVICES CONTRACT BETWEEN
THE COUNTY OF SOLANO AND THE SOLANO
COMMUNITY COLLEGE DISTRICT**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

The County of Solano and the Solano Community College District agrees 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

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other

| | | | |
|------------------|----------------------|---------------------------------|---------------------|
| <i>Ed. Code:</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact:</i> | <i>\$238,743.00</i> |
|------------------|----------------------|---------------------------------|---------------------|

SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Gregory S. Brown
Vice President, Student Services

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7159

TELEPHONE NUMBER

Gregory S. Brown, Student Services

VICE PRESIDENT APPROVAL

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

EXHIBIT A
SCOPE OF WORK

1. STAFFING REQUIREMENTS; FINANCIAL AGREEMENTS; HOURS OF OPERATION

- A. The County shall provide a public health nurse (“PHN”) and a PHN, Senior (SR.) for the administration and operation of the Student Health Center for Solano Community College, (“College”). The PHN and PHN, SR. will be selected at the discretion of the County, and will be a regular employee of the County of Solano. The College shall provide input in the selection of the PHN. The PHN and PHN, SR. selected by the County shall remain under the direction and supervision of the County.
 - 1. The PHN selected by the County to administer the Student Health Center shall possess the following credentials and experience:
 - a. baccalaureate degree in nursing; a current California registered nurse’s license; a PHN certificate from the State of California; at least one (1) years’ experience public health nursing; and possess a current valid California driver’s license.
 - 2. Other nursing personnel assigned to the Student Health Center may be either a PHN or registered nurse.
- B. County will provide a Health Assistant (HA) for a minimum of 40 hours per week to provide clerical assistance and to perform information, reception and medical record functions under direction of the PHN.
- C. County shall be responsible for the evaluation of staff performance. College shall participate in the evaluation of the PHN’s and HA’s work in the development and operation of the Student Health Center.
- D. Daily operational hours of the Student Health Center shall be maintained at a minimum of 170 days (1,717 hours/year) to meet the needs of the College and the student population. The usual work week may be a combination of day and evening hours not to exceed 40 hours per week. The schedule may provide for some day and/or evening hours and outreach services at community sites. If additional Student Health Services hours are requested and approved in writing by the College, College will reimburse County for actual costs. County will not be required to provide staffing coverage for illness or other leave. However, County will make its best efforts to provide staff.
- E. College will pay for the PHN attendance to the annual Health Services Association of California Colleges Conference and/or other trainings focused on improving the health and welfare of students on campus.

2. SCOPE OF STUDENT HEALTH SERVICES PROGRAM

- A. The County shall assist the College Student Health Center in promoting an understanding of health and aid in developing sound health practices by fulfilling the following functions:
 - 1. Giving health counseling and guidance services to students. The PHN will assess health problems and compliance with treatments and assist in providing health services or obtaining health care as needed.
 - 2. Providing first aid to students who present to Student Health Center and emergency response to other on campus locations during normal Student Health Center hours of operation.
 - 3. Providing and distributing health education materials supplied by many agencies through College Health Services.

4. Providing health education and counseling on medical problems such as diabetes, heart condition, epilepsy, orthopedic, counseling concerning family planning, pregnancy, sexually transmitted diseases, etc., advising on resources available in the community.
5. Performing common screening tests such as vision, hearing, blood pressure and blood glucose.
6. Providing information and referral regarding communicable disease control, immunizations (there may be times a limited supply of immunizations are available and given based on need), and provide TB skin tests if indicated.
7. Obtaining and maintaining confidential health records of students.
8. Providing information and/or workshops on drug abuse prevention and AIDS awareness.
9. Setting up or operating (if possible) special health screening clinics.
10. Functioning as a liaison between College personnel and community health resources.
11. Providing health education resources to counselors, instructors and students.
12. Providing communicable disease follow-up on tuberculosis, hepatitis, and other communicable disease reports in conjunction with Public Health Communicable Disease Nurse.
13. Participating in orientation classes relating to health services for new students.
14. Attending appropriate health services/college meetings as necessary.

3. SPACE, SUPPLIES, SUPPORT SERVICE, EQUIPMENT

- A. The College will provide suitable space, adequate lighting, telephone service, and furnishings and equipment to County program staff.
- B. Confidential office space for the following is to be provided by the College:
 1. Clerical/Records minimum 120 sq. feet
 2. Nursing Office minimum 100 sq. feet
 3. Exam Room minimum 100 sq. feet with sink
 4. Storage minimum 100 sq. feet
- C. The College will provide furniture and equipment for the Student Health Center. All furniture and equipment provided by the College shall remain the property of the College.
- D. The County will provide medical and first aid supplies, instruments, drugs, and pharmacy supplies as budgeted in Exhibit B.
- E. The County will provide infectious waste disposal through a separate contract and include the costs for such service in the rates set forth in Exhibit B.

**Exhibit B
Solano County – Public Health Nursing
Solano Community College
Student Health Services Budget
FY 2017/18**

| | <u># of Hr</u> | | <u>Total Expense</u> |
|--------------------------------------|----------------|----------|----------------------|
| Public Health Nurse | 1,520 | | \$ 74,769 |
| Public Health Nurse Senior | 192 | | 10,775 |
| Hlth Asst. | 1,440 | | 42,638 |
| Total Hrs / school year | 3,152 | | |
| | | | <hr/> |
| Base Salaries | | | \$ 128,182 |
| Benefits @ | 47.36% | | \$ 60,707 |
| | | | <hr/> |
| Total Salaries & Benefits | | | \$ 188,889 |
| Administrative Overhead | 15.0% | | \$ 28,333 |
| Services and Supplies: | | | |
| 2151 Drugs and Pharmaceuticals | | \$ 2,500 | |
| 2153 Medical/Dental Supplies | | \$ 3,800 | |
| 2355 Mileage | | \$ 880 | |
| | | | <hr/> |
| Total Services and Supplies | | | \$ 7,180 |
| | | | <hr/> |
| Total Budget | | | \$ 224,402 |

**Exhibit B
Solano County – Public Health Nursing
Solano Community College
Student Health Services
Projected Summer Budget
FY 2017/18**

| | <u># of Hr</u> | <u>Total Expense</u> |
|--------------------------------------|----------------|----------------------|
| Public Health Nurse | 96.00 | \$ 4,722 |
| Public Health Nurse Senior | 9.60 | 539 |
| | | |
| Hlth Asst. | 96.00 | 2,843 |
| Hrs / school year | 201.60 | |
| | | |
| Base Salaries | | \$ 8,104 |
| Benefits @ | 47.36% | \$ 3,838 |
| Total Salaries & Benefits | | \$ 11,942 |
| Administrative Overhead | 15.0% | \$ 1,791 |
| | | |
| Services and Supplies: | | |
| 2151 Drugs and Pharmaceuticals | | \$ 160 |
| 2153 Medical/Dental Supplies | | \$ 243 |
| 2355 Mileage | | \$ 205 |
| Total Services and Supplies | | \$ 608 |
| Total Budget | | \$ 14,341 |

6 weeks x 4 days a week x4 hours/day for Hlth Assistant and PHN

10% of PHN, Sr time on this contract

The number of hours (201.60) in this projection is 6.4% of the number of hours in the August to May contract (3152 adding all personnel hours together) so we took 6.4% of the costs for supplies etc. that was in August to May contract and used that number for the costs of supplies etc. in this projection.

Drugs and supplies

6.5% of \$2,500 \$160
6.5% of \$3,800 \$243

Mileage: 1 round trip for 24 days for 2 staff:
8 miles x 0.535 per mile x 24 days x 2 staff = \$205

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, driver's 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 (\$2,000,000) 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.

C. 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. **HIPAA CONTRACTOR AGREEMENT**
Contractor shall execute the form attached as Exhibit D-1.

2. **CONFIDENTIALITY**
College and County shall not use client specific information for any purpose other than to carrying out the parties' obligations under this Contract and as permitted by law.

SOLANO COUNTY
HIPAA CONTRACTOR AGREEMENT

This Exhibit shall constitute the Business Associate Agreement (the "Agreement") between the County of Solano (the "County") and the Contractor (the "Contractor") and applies to the functions Contractor will perform on behalf of the County (collectively, "Services"), that is identified in Exhibit A, Scope of Work.

- A. County wishes to disclose certain information to Contractor pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. County and its Contractor acknowledge that Contractor is subject to the Privacy and Security Rules (45 CFR parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act), in certain aspects of its operations performed on behalf of the County.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require County to enter into an Agreement containing specific requirements with Contractor prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

I. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR parts 160 and 164.

- 1. **Breach** means the same as defined under the HITECH Act [42 U.S.C. section 17921].
- 2. **Contractor** means the same as defined under the Privacy Rule, the Security rule, and the HITECH Act, including, but not limited to, 42 U.S.C. section 17938 and 45 C.F.R. § 160.103.
- 3. **Breach of the Security of the Information System** means the unauthorized acquisition, including, but not limited to, access to, use, disclosure, modification or destruction, of unencrypted computerized data that materially compromises the security, confidentiality, or integrity of personal information maintained by or on behalf of the County. Good faith acquisition of personal information by an employee or agent of the information holder for the purposes of the information holder is not a breach of the security of the system; provided, that the personal information is not used or subject to further unauthorized disclosure.
- 4. **Commercial Use** means obtaining protected health information with the intent to sell, transfer or use it for commercial, or personal gain, or malicious harm; sale to third party for consumption, resale, or processing for resale; application or conversion of data to make a profit or obtain a benefit contrary to the intent of this Agreement.
- 5. **Covered Entity means the same as defined** under the Privacy Rule and the Security rule, including, but not limited to, 45 C.F.R. § 160.103.
- 6. **Designated Record Set means the same as defined** in 45 C.F.R. § 164.501.
- 7. **Electronic Protected Health Information (ePHI) means the same as defined** in 45 C.F.R. § 160.103.
- 8. **Electronic Health Record means the same as defined** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. § 17921.

9. **Encryption** means the process using publicly known algorithms to convert plain text and other data into a form intended to protect the data from being able to be converted back to the original plain text by known technological means.
10. **Health Care Operations** means the same as defined in 45 C.F.R. § 164.501.
11. **Individual** means the same as defined in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
12. **Marketing** means the same as defined under 45 CFR § 164.501 and the act or process of promoting, selling, leasing or licensing any patient information or data for profit without the express written permission of County.
13. **Privacy Officer** means the same as defined in 45 C.F.R. § 164.530(a)(1). The Privacy Officer is the official designated by a County or Contractor to be responsible for compliance with HIPAA/HITECH regulations.
14. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and t 164, subparts A and E.
15. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. §§ 160.103 and 164.501].
16. **Required By Law** means the same as defined in 45 CFR § 164.103.
17. **Security Rule** means the HIPAA Regulation that is codified at 45 C.F.R. parts 160 and 164, subparts A and C.
18. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
19. **Security Event** means an immediately reportable subset of security incidents which incident would include:
 - a. a suspected penetration of Contractor's information system of which the Contractor becomes aware of but for which it is not able to verify immediately upon becoming aware of the suspected incident that PHI was not accessed, stolen, used, disclosed, modified, or destroyed;
 - b. any indication, evidence, or other security documentation that the Contractor's network resources, including, but not limited to, software, network routers, firewalls, database and application servers, intrusion detection systems or other security appliances, may have been damaged, modified, taken over by proxy, or otherwise compromised, for which Contractor cannot refute the indication of the time the Contractor became aware of such indication;
 - c. a breach of the security of the Contractor's information system(s) by unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification or destruction, of unencrypted computerized data and which incident materially compromises the security, confidentiality, or integrity of the PHI; and or,
 - d. the unauthorized acquisition, including but not limited to access to or use, disclosure, modification or destruction, of unencrypted PHI or other confidential information of the County by an employee or authorized user of Contractor's system(s) which materially compromises the security, confidentiality, or integrity of PHI or other confidential information of the County.

If data acquired (including but not limited to access to or use, disclosure, modification or destruction of such data) is in encrypted format but the decryption key which would allow the decoding of the data is also taken, the parties shall treat the acquisition as a breach for purposes of determining appropriate response.

20. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.
21. **Unsecured PHI** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. section 17932(h).

II. OBLIGATIONS OF CONTRACTOR

1. Compliance with the Privacy Rule: Contractor agrees to fully comply with the requirements under the Privacy Rule applicable to “Business Associates” as defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this agreement or as required by law.
2. Compliance with the Security Rule: Contractor agrees to fully comply with the requirements under the Security Rule applicable to “Business Associates” as defined in the Security Rule.
3. Compliance with the HITECH Act: Contractor hereby acknowledges and agrees it will comply with the HITECH provisions as proscribed in the HITECH Act.

III. USES AND DISCLOSURES

Contractor shall not use Protected Health Information except for the purpose of performing Contractor’s obligations under the Contract and as permitted by the Contract and this Agreement. Further, Contractor shall not use Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by County.

1. Contractor may use Protected Health Information:
 - a. For functions, activities, and services for or on the Covered Entities’ behalf for purposes specified in the Contract and this Agreement.
 - b. As authorized for Contractor’s management, administrative or legal responsibilities as a Contractor of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
 - c. As required by law.
 - d. To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
 - e. To report violations of law to appropriate Federal and State authorities, consistent with CFR § 164.502(j)(1).
2. Any use of Protected Health Information by Contractor, its agents, or subcontractors, other than those purposes of the Agreement, shall require the express written authorization by the County and a Business Associate Agreement or amendment as necessary.
3. Contractor shall not disclose Protect Health Information to a health plan for payment or health care operations if the patient has requested this restriction and has paid out of pocket in full for the health care item or service to which the Protected Health information relates.
4. Contractor shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of County and as permitted by the HITECH Act, 42

U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by the County to Contractor for services provided pursuant to the Contract.

5. Contractor shall not use or disclosed Protected Health Information for prohibited activities including, but not limited to, marketing or fundraising purposes.
6. Contractor agrees to adequately and properly maintain all Protected Health Information received from, or created, on behalf of County.
7. If Contractor discloses Protected Health Information to a third party, Contractor must obtain, prior to making any such disclosure, i) reasonable written assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify Contractor of any breaches of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. section 17932; 45 C.F.R. §§ 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

IV. MINIMUM NECESSARY

Contractor (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Health necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. section 17935(b); 45 C.F.R. § 164.514(d)(3)]. Contractor understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”

V. APPROPRIATE SAFEGUARDS

1. Contractor shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Health Information otherwise than as permitted by this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Health Information in accordance with 45 C.F.R. §§ 164.308, 164.310, and 164.312. [45 C.F.R. § 164.504(e)(2)(ii)(B); 45 C.F.R. § 164.308(b)]. Contractor shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. § 164.316. [42 U.S.C. section 17931].
2. Contractor agrees to comply with Subpart 45 CFR part 164 with respect to Electronic Protected Health Information (ePHI). Contractor must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable.
3. Contractor agrees that destruction of Protected Health Information on paper, film, or other hard copy media must involve either cross cut shredding or otherwise destroying the Protected Health Information so that it cannot be read or reconstructed.
4. Should any employee or subcontractor of Contractor have direct, authorized access to computer systems of the County that contain Protected Health Information, Contractor shall immediately notify County of any change of such personnel (e.g. employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for County to disable previously authorized access.

VI. AGENT AND SUBCONTRACTOR'S OF CONTRACTOR

1. Contractor shall ensure that any agents and subcontractors to whom it provides Protected Health Information, agree in writing to the same restrictions and conditions that apply to Contractor with respect to such PHI and implement the safeguards required with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D) and 45 C.F.R. § 164.308(b)].
2. Contractor shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. §§ 164.530(f) and 164.530(e)(I)).

VII. ACCESS TO PROTECTED HEALTH INFORMATION

1. If Contractor receives Protected Health Information from the County in a Designated Record Set, Contractor agrees to provide access to Protected Health Information in a Designated Record Set to the County in order to meet its requirements under 45 C.F.R. § 164.524.
2. Contractor shall make Protected Health Information maintained by Contractor or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law, [Health and Safety Code section 123110] the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524 [45 C.F.R. § 164.504(e)(2)(ii)(E)]. If Contractor maintains an Electronic Health Record, Contractor shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. section 17935(e).
3. If Contractor receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Contractor, Contractor will provide the requested copies to the individual in a timely manner. If Contractor receives a request for Protected Health Information not in its possession and in the possession of the County, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Contractor shall promptly forward the request to the County. Contractor shall then assist County as necessary in responding to the request in a timely manner. If a Contractor provides copies of Protected Health Information to the individual, it may charge a reasonable fee for the copies as the regulations shall permit.
4. Contractor shall provide copies of HIPAA Privacy and Security Training records and HIPAA policies and procedures within five (5) calendar days upon request from the County.

VIII. AMENDMENT OF PROTECTED HEALTH INFORMATION

Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of Protected Health Information in the designated record set which Contractor created for or received from the County so that the county may meet its amendment obligations under 45 CFR § 164.526. If any individual requests an amendment of Protected Information directly from Contractor or its agents or subcontractors, Contractor must notify the County in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Contractor or its agents or subcontractors shall be the responsibility of the County [45 C.F.R. § 164.504(e)(2)(ii)(F)].

IX. ACCOUNTING OF DISCLOSURES

1. At the request of the County, and in the time and manner designed by the County, Contractor and its agents or subcontractors shall make available to the County, the information required to provide an accounting of disclosures to enable the County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and the HITECH Act, including but not limited to 42 U.S.C. § 17935. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by the Contractor and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Contractor maintains an electronic health record and is subject to this requirement.
2. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
3. In the event that the request for an accounting is delivered directly to Contractor or its agents or subcontractors, Contractor shall forward within five (5) calendar days a written copy of the request to the

County. It shall be the County's responsibility to prepare and deliver any such accounting requested. Contractor shall not disclose any Protected Information except as set forth in this Agreement [45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this paragraph shall survive the termination of this Agreement.

X. GOVERNMENTAL ACCESS TO RECORDS

Contractor shall make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the Secretary of the U.S. Department of Health and Human for purposes of determining Contractors compliance with the Privacy rule [45 C.F.R. § 164.504(e)(2)(ii)(H)]. Contractor shall provide to the County a copy of any Protected Health Information that Contractor provides to the Secretary concurrently with providing such Protected Information to the Secretary.

XI. CERTIFICATION

To the extent that the County determines that such examination is necessary to comply with the Contractor's legal obligations pursuant to HIPAA relating to certification of its security practices, County, or its authorized agents or contractors may, at the County's expense, examine Contractor's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to County the extent to which Contractor's security safeguards comply with HIPAA Regulations, the HITECH Act, or this Agreement.

XII. BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

1. In the case of a breach of unsecured Protected Health Information, Contractor shall comply with the applicable provisions of 42 U.S.C. § 17932 and 45 C.F.R. part 164, subpart D, including but not limited to 45 C.F.R. § 164.410.
2. Contractor agrees to notify County of any access, use or disclosure of Protected Health Information not permitted or provided for by this Agreement of which it becomes aware, including any breach as required in 45 C.F.R. § 164.410. or security incident immediately upon discovery by telephone at 707-784-2962 and Riskdepartment@solanocounty.com or 707-784-3199 and will include, to the extent possible, the identification of each Individual whose unsecured Protect Health Information has been, or is reasonably believed by the Contractor to have been accessed, acquired, used, or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of the occurrence, and a description of any remedial action taken or proposed to be taken by Contractor. Contractor will also provide to County any other available information that the Covered entity requests.
3. A breach or unauthorized access, use or disclosure shall be treated as discovered by the Contractor on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Contractor or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Contractor.
4. Contractor shall mitigate, to the extent practicable, any harmful effect that results from a breach, security incident, or unauthorized access, use or disclosure of unsecured Protected Health Information by Contractor or its employees, officers, subcontractors, agents or representatives.
5. Following a breach, security incident, or any unauthorized access, use or disclosure of unsecured Protected Health Information, Contractor agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make all documentation available to the County.
6. Except as provided by law, Contractor agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Projected Health Information without obtaining the County's prior written consent. County hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the breach to be reported to a federal or state agency or that notice be given to media outlets, Contractor shall cooperate with and coordinate with County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.

7. Contractor acknowledges that it is required to comply with the referenced rules and regulations and that Contractor (including its subcontractors) may be held liable and subject to penalties for failure to comply.
8. In meeting its obligations under this Agreement, it is understood that Contractor is not acting as the County's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Contractor is at all times acting an independent contractor in providing services pursuant to this Agreement and Exhibit A, Scope of Work.

XIII. TERMINATION OF AGREEMENT

1. Upon termination of this Agreement for any reason, Contractor shall return or destroy, at County's sole discretion, all other Protected Health Information received from the County, or created or received by Contractor on behalf of the County.
2. Contractor will retain no copies of Protected Health Information P in possession of subcontractors or agents of Contractor.
3. Contractor shall provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the Protected Health Information is not feasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further use and disclosures of such Protected Health Information for so long as the Contractor or any of its agents or subcontractor maintains such information.
4. Contractor agrees to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of Protected Health Information.
5. Contractor agrees to retain records, minus any Protected Health Information required to be returned by the above section, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

CERTIFICATION

I, the official named below, certify that I am duly authorized legally to bind the Contractor to the above- described certification. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.

Contractor Signature