

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

**TO:**                                 **MEMBERS OF THE GOVERNING BOARD**

**SUBJECT:**                         **CONSENT CALENDAR – HUMAN RESOURCES**

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

**EMPLOYMENT 2017-2018**

**Regular Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Anna Betancourt	Student Services Generalist – Vallejo (Range 13/Step 2)	10/01/17
Leslie Flores-Hill	Purchasing Technician/Buyer (Range 14/Step 3)	10/16/17

**Short-term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Joyce Averett	Special Projects	Enrollment Growth Grant	08/14/17 – 06/30/18	\$69.05 hr.
Larry Bartlow	Instructional Assistant	Student Equity	09/21/17 – 05/26/18	\$16.56 hr.
Glenn Burgess	Special Projects	Enrollment Growth Grant	08/14/17 – 06/30/18	\$69.05 hr.
Wanda Butters	Special Projects	Enrollment Growth Grant	08/14/17 – 06/30/18	\$62.63 hr.
Erin Craig	Special Projects	Enrollment Growth Grant	08/14/17 – 06/30/18	\$69.05 hr.

\_\_\_\_\_  
**Mary Jones**  
Human Resources

September 22, 2017

**Date Submitted**

\_\_\_\_\_  
**Celia Esposito-Noy, Ed.D.**  
Superintendent-President

September 22, 2017

**Date Approved**

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR  
 Governing Board Meeting  
 October 4, 2017  
 Page 2

**Short-term/Temporary/Substitute (Cont.)**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Deborah Davis	Special Projects	Assessment and Retention Grant	08/14/17 – 06/30/18	\$60.69 hr.
Debbie Dorrough	Clinical Simulation Center Instructor	Enrollment Growth Grant	08/14/17 – 06/30/18	\$56.58 hr.
Vitalis Enemmuo	Special Projects	Enrollment Growth Grant	08/14/17 – 06/30/18	\$67.23 hr.
Marianne Flatland	Interim Student Success Specialist Services	Assessment and Retention Grant	08/14/17 – 06/30/18	\$69.05 hr.
Elizabeth Freed	Special Projects/Clinical Simulation Center	Enrollment Growth Grant	08/14/17 – 06/30/18	\$69.05 hr.
Alice Grimes	Substitute Courier	General Fund	09/20/17 – 06/30/18	\$13.03 hr.
Renee Hamlin	Instructional Assistant	General Fund	10/18/17 – 05/25/18	\$15.88 hr.
Bess Hannigan	Special Projects/Clinical Simulation Center	Enrollment Growth Grant	08/14/17 – 06/30/18	\$54.56 hr.
Keith Hayes	Warehouse	General Fund	10/05/17 – 06/30/18	\$14.25 hr.
Myra Kargbo	Special Projects/Clinical Simulation Center	Enrollment Growth Grant	08/14/17 – 06/30/18	\$69.05 hr.
Marivic Macalino	Special Projects/Sim Center/Clinical	Enrollment Growth Grant	08/14/17 – 06/30/18	\$69.05 hr.
Dorothy McCarthy	Substitute Early Learning Center Specialist	CSPP	09/21/17 – 06/30/18	\$17.33 hr.
Anne Niffenegger	Special Projects	Enrollment Growth Grant	08/14/17 – 06/30/18	\$69.05 hr.
Abubaker Adam Omar	Substitute Accounting Specialist II	General Fund	10/05/17 – 12/22/17	\$18.90 hr.
Dyan Smith (Additional Assignment)	Early Learning Center Assistant	CSPP	09/01/17 – 06/30/18	\$23.26 hr.
Liliana Toscano	Substitute Early Learning Center Specialist	CCTR Child Start	10/05/17 – 06/30/18	\$17.33 hr.
Allie Will	Assistant Coach – Tennis	General Fund	09/21/17 – 05/30/18	\$16.66 hr.
Andre Williams	Welding	Perkins	08/14/17 – 06/30/18	\$17.72 hr.

**RESIGNATION (Correction)**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Daniel Callahan	Adjunct Instructor – Chemistry	08/14/17

**GRATUITOUS SERVICE**

<b><u>Name</u></b>	<b><u>School/Department</u></b>	<b><u>Assignment</u></b>
September Gomez	Health Center	Blood pressure clinic, vital signs, medical history intake, assist with lab testing.

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

**TO: Members of the Governing Board**

**SUBJECT: NOTICE OF COMPLETION FOR CONSTRUCTION  
SERVICES FOR THE BUILDING 400 FLOORING  
REPLACEMENT PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for the Building 400 Flooring Replacement Project Notice of Completion. On May 3, 2017, All County Flooring was selected to provide construction services for the Building 400 Flooring Replacement Project. The work on this project is complete, and at this time the District gives notice and certifies that:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i> <b>\$0</b>
------------------	----------------------	--

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

Myron Hord  
Interim Director of Facilities

**PRESENTER'S NAME**  
4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7260

**TELEPHONE NUMBER**

Finance & Administration

**VICE PRESIDENT APPROVAL**

September 22, 2017

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**Dr. Celia Esposito-Noy**  
Superintendent-President

September 22, 2017

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

RECORDING REQUESTED BY:

When recorded mail to:

Lucky Lofton, Executive Bonds Manager
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: 6/23/17
7. The Project Name is: Building 400 Flooring Replacement Project
8. DSA Number (if applicable): n/a
9. The contractor for such work of modernization is: All County Flooring
10. The name of the contractor's Surety Co. is: n/a
11. The date of contract between the contractor and the above owner is: 5/3/17
12. The street address of said property is: 4000 Suisun Valley Road
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: Remove and replace tan carpet in Building 400 main first floor, main upstairs hallway, and Umoja Offices.

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:** CONTRACT CHANGE ORDER #2 TO SIERRA NATIONAL  
CONSTRUCTION, INC. FOR SUB-STATION #1 & #2  
REPLACEMENT PROJECT

**REQUESTED ACTION:**

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

**SUMMARY:**

On February 1, 2017 the Board approved a contract to Sierra National Construction, Inc. for the Sub-Station #1 & #2 Replacement Project for removal and replacement of aged sub-stations on the Fairfield Campus. On August 2, 2017, the Board approved Change Order #1 for PGE required battery back-up equipment and expediting sub-station equipment fabrication.

Subsequently it was determined that the concrete pad and fencing at Substation #1 will need to be extended to accommodate additional battery back-up new equipment required by PGE.

*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: Update infrastructure that supports classrooms or related College facilities.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$2,330 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**

Vice President, Finance and Administration

**VICE PRESIDENT APPROVAL**

September 22, 2017

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

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

September 22, 2017

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT CHANGE ORDER #2 TO SIERRA NATIONAL  
CONSTRUCTION, INC. FOR SUB-STATION #1 & #2  
REPLACEMENT PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

This work was not part of the original contract with Sierra National Construction, Inc., necessitating a change order for the following items:

- Extend the concrete pad and fencing at Substation #1 per Sheet ES 103.1

Following is a summary of the Contract amount:

\$1,079,000.00 Original Contract Sum  
\$ 229,542.96 Previous Approved Change Orders  
\$ 2,330.00 This Proposed Change Order  
\$1,310,872.96 New Contract Sum Including This Change Order

The Board is asked to approve this Change Order #2 to Sierra National Construction, Inc. in the amount of \$2,330.

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 # 2  
 Project No.: 17-002  
 Date: 4-Oct-17

Project: Sub-station #1 & #2 Replacement Project  
 Fairfield

To: Sierra National Construction, Inc  
 5433 El Camino Ave. #1  
 Carmichael, California 95608

**The Contract is Changed as Follows:**

- 1.0 PCO #2. Provide labor, materials and equipment to extend the concrete pad and fencing at Substation #1 per Sheet ES 103.1.

\$2,330.00
------------

<b>TOTAL COST OF CHANGE ORDER</b>	<b>ADD</b>	\$2,330.00
	<b>Deduct</b>	\$0
<b>FINAL CHANGE ORDER AMOUNT</b>		<b>\$2,330.00</b>

Original Contract Sum:	\$ 1,079,000.00
Total change By Previous Change Orders:	\$ 229,542.96
Contract Sum Prior to This Change Order:	\$ 1,308,542.96
Original Contract Sum will be Increased by This Change Order:	\$2,330.00
The New Contract Sum Including This Change Order Will Be:	<b>\$ 1,310,872.96</b>
The New Contract Completion Date Will Be:	30-Mar-18
Contract Time Will be Unchanged by This Change Order:	0 Days
The date of substantial completion as of the of this change order is	30-Mar-18

CONTRACTOR: \_\_\_\_\_  
 Sierra National Construction, Inc  
 5433 El Camino Ave. #1  
 Carmichael, CA 95068

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

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: CONTRACT CHANGE ORDER #1 TO VACA VALLEY  
EXCAVATING & TRUCKING, INC. FOR THE  
VACAVILLE CENTER INTERSECTION IMPROVEMENTS  
PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for Change Order #1 to the contract with Vaca Valley Excavating & Trucking, Inc. for the Vacaville Center Intersection Improvements Project. On April 9, 2017 the Board approved a contract to Vaca Valley Excavating & Trucking, Inc. for the Vacaville Center Intersection Improvements Project. Construction for this project is in progress.

During the course of construction it was determined that additional work will be required to accommodate PGE equipment requirements.

*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: Enhance safety for students, faculty, and staff

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$30,569.98 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**

Vice President, Finance and Administration

**VICE PRESIDENT APPROVAL**

September 22, 2017

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

September 22, 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 VACA VALLEY  
EXCAVATING & TRUCKING, INC. FOR THE  
VACAVILLE CENTER INTERSECTION IMPROVEMENTS  
PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

This work was not part of the original contract with Vaca Valley Excavating & Trucking, Inc., necessitating a change order for the following items:

- COR 001: Labor, material and equipment to install concrete apron and PGE #7 Box lid as per Plan Revision #3 dated 8/31/17.
- COR 002: Labor, material and equipment to add 4" conduit and transformer pad as shown on PG&E new service drawing

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

\$ 878,500.00	Original Contract Sum
\$ 0	Previous Approved Change Orders
<u>\$ 30,569.98</u>	This Proposed Change Order
\$ 909,069.98	New Contract Sum Including This Change Order

The Board is asked to approve this Change Order #1 to Vaca Valley Excavating & Trucking, Inc. in the amount of \$30,569.98.

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.: 17-007  
 Date: 4-Oct-17

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

Project: Solano Community College District  
 Vacaville Center Intersection Improvements Project

Omni-Means, Ltd.  
 943 Reserve Drive, Suite 100  
 Roseville, CA 95678

To: Vaca Valley Excavating & Trucking, Inc.  
 2201 East Monte Vista Avenue  
 Vacaville, CA 95688

**The Contract is Changed as Follows:**

**COR No.**

001 Labor, materials, and equipment to install concrete apron amd PGE #7 Box Lid awss per Plan  
 Revision #3 dated 8/31/17. \$22,234.03

002 Labor, materials, and equipment to add 4" conduit and transformer pad as shown on PG&E new  
 service drawing. \$8,335.95

<b>TOTAL COST OF CHANGE ORDER</b>	<b>ADD</b>	\$30,569.98
	<b>Deduct</b>	\$0
<b>FINAL CHANGE ORDER AMOUNT</b>		<b>\$30,569.98</b>

Original Contract Sum:	\$ 878,500.00
Total change By Previous Change Orders:	\$ -
Contract Sum Prior to This Change Order:	\$ 878,500.00
Original Contract Sum will be Increased by This Change Order:	\$30,569.98
The New Contract Sum Including This Change Order Will Be:	<b>\$ 909,069.98</b>
The New Contract Completion Date Will Be:	12-Dec-17
Contract Time Will be Unchanged by This Change Order:	1/0/1900 Days
The date of substantial completion as of the of this change order is	12-Dec-17

ARCHITECT:

\_\_\_\_\_  
Omni-Means Ltd.  
943 Reserve Drive, Suite 100  
Roseville, CA 95678

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

(Affix stamp here)

CONTRACTOR:

\_\_\_\_\_  
Vaca Valley Excavating & Trucking, Inc.  
2201 East Monte Vista Avenue  
Vacaville, CA 95688

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: DEDUCTIVE CONTRACT CHANGE ORDER #2 TO DPR  
 CONSTRUCTION FOR THE FAIRFIELD SCIENCE  
 BUILDING PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for deductive Change Order #2 to the Contract with DPR Construction the Design/Build Entity (DBE) for the Fairfield Science Building Project. On November 16, 2016 the Board approved a contract with DPR Construction for the Fairfield Science Building Project. On March 1, 2017 the Board approved a no cost Change Order #1 to clarify the final completion date.

This Change Order includes a reduction of the Audio Visual Allowance within the DPR contract,

*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:</i>	<i>Estimated Fiscal Impact: (288,620)</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**

Vice President, Finance and Administration

**VICE PRESIDENT APPROVAL**

September 22, 2017

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

September 22, 2017

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: DEDUCTIVE CONTRACT CHANGE ORDER #2 TO DPR  
CONSTRUCTION FOR THE FAIRFIELD SCIENCE  
BUILDING PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

as it was decided that the District will procure and install the audio visual equipment except that in the Anatomy lab, which is highly specialized equipment.

Following is a summary of the contract and impact of Change Order #2 if approved:

\$29,200,000 Original Contract Sum  
\$ 0 Previously Approved Change Orders (#1)  
\$ (288,620) Change Order #2  
\$28,911,380 New Contract Amount

The Board is asked to approve deductive Change Order #2 to DPR Construction in the amount of (\$288,620). The new contract amount is \$28,911,380.

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 # 2  
 Project No.: 16-004  
 Date: 10/04/17

DSA File No.: TBD  
 DSA App. No.: TBD

Project: Solano Community College District  
 Fairfield Science Building

To: DPR Construction  
 1450 Veterans Blvd  
 Redwood City, CA 94063

**The Contract is Changed as Follows:**

**CPE No.**

n/a Reduce AV Allowance from \$350,000 to be \$61,380, as District IT will provide and install AV equipment except for that in the Anatomy Lab.

(\$288,620.00)

**TOTAL COST OF CHANGE ORDER**

**ADD** -\$288,620.00  
**Deduct**

**FINAL CHANGE ORDER AMOUNT**

**\$ (288,620.00)**

Original Contract Sum:	\$ 29,200,000.00
Total change By Previous Change Orders:	\$ -
Contract Sum Prior to This Change Order:	\$ 29,200,000.00
Original Contract Sum will be Increased by This Change Order:	\$ (288,620.00)
The New Contract Sum Including This Change Order Will Be:	<b>\$ 28,911,380.00</b>
The New Contract Completion Date Will Be:	16-Jan-19
Contract Time Will be Unchanged by This Change Order:	0 Days
The date of substantial completion as of the of this change order is	20-Oct-18

Note that final completion date is January 16, 2019.

(Affix stamp here)

CONTRACTOR: \_\_\_\_\_  
 DPR Construction  
 1450 Veterans Blvd  
 Redwood City, CA 94063

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: RATIFICATION OF AMENDMENT #1 TO ADVENT  
ENGINEERING SERVICES, INC. FOR PROFESSIONAL  
SERVICES FOR THE BIOTECHNOLOGY AND SCIENCE  
BUILDING PROJECT

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

On September 6, 2017 the Board ratified award of a professional services contract to Advent Engineering Services, Inc., to provide onsite acceptance testing and commissioning strategy for final installation of the three large bioreactors for the Vacaville Biotechnology and Science Building Project. Advent performed their assessment and submitted a report which included recommendations. District has reviewed the report and recommends that Advent Engineering Services provide additional services to facilitate successful final installation and commissioning

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

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$21,120 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**

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

Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

September 22, 2017

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

September 22, 2017

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: RATIFICATION OF AMENDMENT #1 TO ADVENT  
ENGINEERING SERVICES, INC. FOR PROFESSIONAL  
SERVICES FOR THE BIOTECHNOLOGY AND SCIENCE  
BUILDING PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

of this specialized equipment. The scope of additional services can generally be described as providing specifications and installation details for a clean steam generator, bioreactor gas header, evaluation and recommendations of condensate cooler lines, process gas gauges, labeling, and piping, and chilled water supply, evaluation and calculations of discharge, equipment commissioning, and preparation for and participation in Vendor training and provide subsequent training as needed.

Execution of this Amendment #1 was needed in a timely manner in order to complete the final installation and have the equipment fully operational for spring semester. Amendment #1 allows up to 132 additional hours of services. However, consultant will bill only actual hours required to perform the services.

Summary of Contract Amount:  
\$ 14,400.00 Original Contract Amount  
\$ 21,120.00 Proposed Amendment #1  
\$ 35,520.00 New Contract Amount

The Board is asked to ratify this contract Amendment #1 to Advent Engineering Services, Inc. in an amount not to exceed \$21,120.

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

## AMENDMENT # 1 TO AGREEMENT

### PARTIES

This First Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **Advent Engineering Services, Inc.** ("Consultant"), collectively the "Parties").

### RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated August 16, 2017 for services related to the **Vacaville Biotechnology and Science Building Project**.

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services being performed for the Vacaville Biotechnology and Science Building Project.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, District and Consultant agree as follows:

### AGREEMENT

1. Section 4 of the Agreement is amended to read in its entirety:  
Compensation: District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Thirty-five Thousand Five Hundred and Twenty Dollars** amount of \$14,400, plus Amendment #1 in the amount not to exceed \$21,120.
2. The language in Exhibit A is further modified to add:  
Scope of work added to the original agreement will include:
  - Clean Steam
    - SCC decided to move forward with installation of Clean Steam Generator this includes installation of a Clean Steam Supply header to all 3 bioreactors.
    - Advent to supply specification, price quote, and all details regarding delivery. Installation details, drawings (P&ID, piping drawings etc.) by DBE team.
    - Advent to review and comment on any/all proposed installation details and supply feedback to DBE team as required.
  - Bioreactor Exhaust Gases
    - It was decided that a separate bioreactor exhaust gas header will be included
    - The exhaust gas pipe will penetrate the roof, or be piped into exhaust header Advent to review the 2 options along with DBE team
    - Advent to supply sketches for the installation details once decision is made. The DBE team will provide the design drawings.
    - A low point and device for draining of condensate from the exhaust header will be required and specified by Advent regardless of where the exhaust gas lines are directed.
  - Condensate Cooler Lines
    - Advent to red line any/all P&ID to show outlets from bioreactor skids to condensate cooler.
    - Advent to red line any/all P&ID drawings to show connection from filter housing trap lines to condensate coolers
    - Advent to provide red line to any/all P&ID drawings to identify low point trap locations for new steam trap to be installed just upstream from the sanitary stem regulator and connection to condensate cooler.
  - Process Gases

- Advent to review any plans for adding pressure gauges, labeling, and “protection” of the piping at the floor to each bioreactor skid. Evaluate if the skid gauges provide the students with the required pressures. Gauges may not be needed on the inlet lines if 1) there are gauges on the gas lines as they enter the lab, and 2) if the skid gauges provide the necessary skid gas pressure information.
  - Advent to provide guidance and support to contractors during selection and installation of PTFE tubing and compression fittings for O<sub>2</sub>, N<sub>2</sub> and CO<sub>2</sub> gases from the skid deck to the DCUs.
  - Chilled Water
    - Advent to address the concern by Eppendorf that the Chilled Water system is not supplying sufficient flow and pressure at the bioreactor points of use
    - Advent to walk down the chilled water system, simulate some chilled water use to determine the conditions of the Chilled Water system and its ability to perform per Eppendorf specifications
    - Advent to possibly run pressure drop/flow calculations in the case that the system is not achieving the proper flow and pressure
    - Advent to supply solutions as to how to achieve the correct process flows and pressures at points of use if indeed there is a discrepancy.
  - Facility Discharge to City of Vacaville
    - Advent to conduct the evaluation of bioreactor discharges from the facility into City of Vacaville waste water treatment. This include all bio-waste drains to the city
    - Advent to supply calculations for the facility waste water discharge evaluation
  - Commissioning
    - Advent to verify that all systems are mechanically complete and assist in scheduling the Eppendorf start-up on site visit
    - Advent to participate and assist in the start-up activities when Eppendorf visits the site
    - Eppendorf has delivered a proposal for “bioreactor training” and SCC will determine the amount and scheduling (4-week lead time) of the services. Advent to be present and support training activities.
    - Advent to continue support of any training and operational activities beyond those specified in Eppendorf proposal
3. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendments thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendments

IN WITNESS WHEREOF, the parties hereto have accepted and agreed to this Amendment on the dates indicated below.

Dated: \_\_\_\_\_, 2017

Dated: \_\_\_\_\_, 2017

**SOLANO COMMUNITY COLLEGE  
DISTRICT**

**Advent Engineering Services Inc.**

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

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

Print Name: Lucky Lofton

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

Print Title: Executive Bonds Manager

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

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

**TO: Members of the Governing Board**

**SUBJECT: RENEWAL AGREEMENT FOR CONTINENTAL SERVICE GROUP, INC. DBA CONSERVE TO PROVIDE DEBT RECOVERY AND ADMINISTRATIVE SERVICES ON DELINQUENT STUDENT RECEIVABLES**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Board approval is requested to renew the agreement with Continental Service Group, Inc. D/B/A ConServe to provide student accounts receivable management services including debt recovery and management of payment plan arrangement to facilitate resolution of 2 ½ year and older outstanding balances. The term of the agreement for three years (July 2020). Fees to ConServe are contingent upon actual collections.

This debt recovery item was originally brought to the Board on December 16, 2015 for information and approved by the Board on April 6, 2016. Fiscal Services monitored the collection efforts of ConServe for over a year and would like to continue using their 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: Fiscal Management

<i>Ed. Code: N/A</i>	<i>Board Policy: 3225</i>	<i>Estimated Fiscal Impact:</i>
----------------------	---------------------------	---------------------------------

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

Finance & Administration  
**PRESENTER'S NAME**  
4000 Suisun Valley Road  
Fairfield, CA 94534  
**ADDRESS**  
  
(707) 864-7184  
**TELEPHONE NUMBER**

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

Finance & Administration  
**VICE PRESIDENT APPROVAL**  
  
September 22, 2017  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

September 22, 2017  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

This Agreement is made September 18, 2017, by and between Continental Service Group, Inc., d/b/a **ConServe** (the "Agency") and **Solano Community College** with offices at 4000 Suisun Valley Road, Bldg #600, Fairfield, CA 94534 (the "Client"). The Client and Agency hereby agree as follows:

**1. GRANT; SCOPE.** Client hereby grants Agency the right to provide debt recovery services and administrative services for and on behalf of Client. The Client shall refer to Agency its delinquent accounts receivable (hereinafter referred to as "account(s)") for the purpose of having the Agency attempt to collect the same, any of which accounts the Agency may accept or reject in its sole discretion. Client may direct Agency to perform certain administrative services to reflect Client's terms and conditions with its debtor in the delinquent account receivable. Such services may include data entry of account information into Agency's database, data entry of additional amounts such as interest, late fees or collection costs to the account, data entry of Client's adjustments to the account, and data entry to correct errors in information, and letter mailing services. Such services may be compensated separately and have terms and conditions in addition to the terms of this Agreement. Client also grants the Agency the authority and right to receive, endorse and deposit, as the Agency determines, any commercial paper made payable to Client or Agency or any other consideration received on any account referred to Agency. The Client agrees that the Agency may, with the Client's consent, contact or refer any account to an attorney for collection; provided, however, that the fees, costs and disbursements of any such attorney shall be borne and paid by the Client.

**2. PROCEDURES.** Agency shall use commercially reasonable efforts (e.g. telephone contacts, mail efforts, skip-tracing, credit bureau inquiries) to recover any accepted accounts referred to it hereunder. Agency shall use its own facilities and staff to provide the debt recovery services contemplated hereby. Client agrees to work with Agency, or direct its Agents, to place accounts electronically, using an electronic medium. Client shall, or direct its Agents, to reconcile its records of the delinquent accounts receivables with Agency every thirty (30) days. Such reconciliation is a comparison of Client's delinquent accounts receivables records, including account demographics, legal status, and payment activity, with the records of Agency.

**3. AGENCY COMPENSATION GENERALLY.** From the date Agency receives Client's placement, Client shall pay Agency compensation for its services as described in this paragraph. Agency shall be entitled to its compensation, regardless of the method in which the debtor's payment occurred. Agency shall be entitled to a rate of twenty percent (20%) of the total amount collected on all **primary** placements of Accounts. Agency shall be entitled to a rate of twenty-five percent (25%) of the total amount collected on all

**secondary** placements. If the Agency refers an Account to an attorney for further legal action, Agency shall be entitled to a rate of twenty-five percent (25%) of the total amount collected by such attorney. Agency shall be entitled to compensation on all amounts collected on Accounts, including any payments made directly to the Client. The Client shall give the Agency written notice of a direct payment no later than five (5) days after receipt of such payment and shall direct its agents to provide said direct payment notices to Agency. No term herein shall limit or condition whether Agency will be paid for its services, except for the terms in paragraphs 10 and 11. Any compensation for additional services provided by the Agency shall be provided at such rates as agreed to by the Agency and the Client. Agency Compensation covers Agency costs including but not limited to: salaries of all employees of Agency in all functions, telephone, letter, and mailing costs, costs for reporting delinquent accounts receivables to credit repositories, costs for purchase of credit bureau reports and consumer information, costs associated with computer operations and the maintenance of records; insurance premiums, bank charges, and costs charged by state agencies.

**4. REMITTANCE OF COLLECTIONS AND AGENCY COMPENSATION INVOICES.** By the fifteenth (15<sup>th</sup>) day of each month, in arrears, the Agency shall remit to the Client the net amount collected by Agency on all Accounts, including a detailed report by Account of payment activity. Client shall remit to Agency, within fourteen (14) days of receipt of Agency's report, all Agency compensation, attorney's fees and attorney's costs due Agency as indicated in such report. Invoices not paid within thirty (30) days shall be assessed a finance charge of two percent (2%) per month on the outstanding balance. Client shall pay all costs and expenses paid or incurred by Agency in enforcing this agreement, namely collecting its compensation from Client under this Agreement, including, but not limited to, attorneys' fees, Agency collection costs, and court costs.

**5. ACCURACY OF INFORMATION.** Client shall agree to follow federal and state consumer protection laws governing the accuracy of account information, assessment of amounts in excess of principal and communicating the accurate legal status of an account. Specifically, Client represents and warrants that any and all information concerning Accounts provided to Agency shall be accurate, complete and error free and shall include information regarding all instances in which Accounts have been disputed, in which the debtor has made a cease and desist collection directive, in which the debtor is attorney represented, and in which the debtor is bankrupt. Client shall not refer any Accounts that do not represent a valid, legal receivable. Client's records shall match Agency's records at all times. Client shall promptly notify Agency of any inaccuracies or errors in any information provided to the Agency.

**6. ACCOUNT BALANCE INFORMATION.** Any additions to the principal amount of the delinquent account receivable are done solely at the discretion of the Client, in accordance with paragraph 7 of this Agreement. Client represents and warrants that should it decide to add collection costs, interest or other charges to the account balance, that it has reviewed its agreements with its customers, sought the advice of an Attorney as to the terms of the Client's agreements with its customers, and state and federal law related to the assessment of additional costs or interest. Should Client decide to add collection costs, interest or other charges to its accounts prior to placement with Agency, Client shall provide at the time of placement an itemization of principal, each addition, interest rates and dates, and any other information necessary to accurately communicate the amount of the delinquent account receivable to the debtor. Client will update its account receivable records to reflect such additional amounts. Client will immediately advise Agency of any changes to the accounts in writing. Client understands that the assessment to a consumer of the additional amounts discussed in this paragraph without a written agreement to do so is prohibited in some states. Client shall indemnify and hold Agency harmless for any damages Agency incurs as a result of Client's decision and instruction to collect from consumers any of the additional amounts discussed in this paragraph.

**7. COLLECTION COSTS.** Based on the parties' understandings, collection costs are the amount of costs charged by the Client to the debtor for the collection of the debtor's account. The Client determines the amount of this cost. Client, upon review of its records and agreements with its debtors, directs Agency to reflect said amounts in the account provided by Client in the following manner:

**SELECTION AND AUTHORIZATION: Client, please make selections considering loan/fund type and initial.**

- No collection costs are to be assessed to accounts.
- A fixed amount for collection costs are to be assessed to accounts: \$ \_ \_ \_ \_ . \_ \_  
(e.g., a fixed \$250.00 per account referred)
- A fixed percentage rate for collection costs are to be assessed to accounts: \_ \_ . \_ %  
(e.g., a fixed 30% of the principal and interest referred)
- Inverse complement method for assessing collection costs to accounts.  
(e.g., account amount x (1 ÷ 1 - commission rate))
- Other: (please specify)  
\_\_\_\_\_

**8. CREDIT REPORTING.** Agency shall provide information on Accounts to credit repositories unless expressly directed not to do so by Client. In either case, Client

shall promptly notify Agency of any and all instances in which Accounts have been disputed, in which the debtor has made a cease and desist collection directive, in which the debtor is attorney represented, in which the debtor is bankrupt, and on which the debtor has made full or partial payment. Client agrees to provide Agency with the original date of delinquency on each Account placed. Client agrees to hold Agency harmless for any information provided to Agency which results in Agency providing inaccurate or false account information to credit repositories.

**9. INDEMNIFICATION.** Each party (the "Liable Party") agrees to indemnify, defend and hold harmless and pay all judgments and claims against the other party ("Non-Liable Party") for all liabilities arising out of claims against the Non-Liable Party relating any liability or damage to a third person incurred by reason of any act, omission or any breach of any provision of this Agreement by the Liable Party in connection with this Agreement, including reasonable attorneys' fees incurred by the Non-Liable Party. Such actions shall include but not be limited to violations of any laws and/or regulations which govern the collections of delinquent accounts, credit reporting and accuracy of information. With respect to any circumstance under which either party might be responsible for indemnity under this Agreement, the Non-Liable Party shall consult with the Liable Party to give the Liable Party the opportunity to resolve any claim with third parties which might result in such indemnification. The Non-Liable Party shall not settle any claim without the Liable Party's prior written consent, which shall not be unreasonably withheld. Provided further, however, that as to any actions by third parties constituting the subject of the indemnification under this Section, the Liable Party, at its option, shall assume and control the defense and settlement of each such action, including employment of counsel and payment of all expenses. The Non-Liable Party shall give the Liable Party written notice of any request for indemnification promptly after learning any fact or circumstance which might reasonably result in such a request and provide the Liable Party with a reasonable opportunity to defend against the underlying claim or settle or otherwise dispose of the claim and cooperate with Liable Party in the defense or other disposition of such claim.

**10. TERM.** The term of this Agreement shall be for three (3) years commencing on the date hereof.

**11. TERMINATION.** This Agreement may be terminated by either party for the following reasons: (a) upon the material breach of this Agreement which breach is not cured within ten (10) days after receiving written notice from the other of the such breach; (b) the other party's bankruptcy, insolvency, assignment of assets for the benefit of creditors. In the event a party feels it has need for termination, it shall notify the other party in writing stating the reasons for its desire to terminate this agreement. No termination of this Agreement relieves Client or Agency from their obligations, which have accrued

prior to the effective date of termination, or by their nature are intended to survive the termination of this agreement. In the event of such termination or expiration of this agreement Client agrees to allow agency to continue collection activity on all Accounts which are in repayment or have documented payment arrangements. As a result Agency shall be entitled to compensation as aforementioned.

**12. INSURANCE.** Agency shall, during the term of this Agreement, maintain in effect: an Error and Omissions Liability Policy with coverage in an amount of \$1,000,000 per occurrence, a Blanket Crime Bond (Employee Fidelity Policy) with coverage in the amount of \$1,500,000, and General Commercial Liability and Workers Compensation coverage in such amounts determined by the Agency. Agency shall provide Client with certificates of insurance upon request.

**13. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance by the laws of the State of New York, without reference to conflicts of law principles. In the event that any legal proceedings are commenced with respect to any matter arising under this Agreement, the parties specifically consent and agree that the courts of the State of New York and/or the Federal Courts located in the State of New York will have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action will be in Monroe County, New York and/or the U.S. District Court for the Western District of New York.

**14. NOTICES.** Any notice required or permitted hereunder shall be in writing and shall be deemed to have been duly given (i) upon hand delivery, (ii) on the third day following delivery to the U.S. Postal Service as certified mail, return receipt requested and postage prepaid, (iii) on the first day following delivery to a recognized overnight courier service, fee prepaid and return receipt or other confirmation of delivery requested, (iv) upon confirmation of receipt by the party to receive such notice, of a fax sent to the fax number of such party, or (v) upon confirmation of receipt by the party to receive such notice, of an e-mail sent to the e-mail address of such party. Any such notice shall be delivered or sent to a party at its address, fax number or e-mail address as set forth beneath its signature on this Agreement, or to such other address or fax number as may be designated by a party in a notice given to the other from time to time in accordance with the terms of this paragraph.

**15. OTHER.** This is the entire Agreement between the parties, including any attached addenda with respect to its subject matter, and any previous or contemporaneous understanding is merged herein. Captions are included for convenience only and have no substantive significance.

**16. SURVIVAL.** The provisions of sections 3, 4, 6, 7, 8, 9, 11, 13, and 14 of this Agreement shall survive termination or expiration of this Agreement.

**17. EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT.** ConServe is an Equal Opportunity Employer committed to preventing discrimination against any employee or applicant for employment because of race, color, religion, national origin, gender, age, disability, veteran's status, sexual orientation or gender identity (or sexual orientation and marital status under state law), is in compliance with Executive Order 11246, the Rehabilitation Act of 1973, and the Vietnam-Era Veteran's Readjustment Act of 1974, and state, and local law.

**18.** Any modifications must be agreed to in writing by both parties.

**19. RELATIONSHIP OF PARTIES.** Nothing herein contained or done pursuant to this Agreement shall constitute Agency, its agents or employees a partner, joint venturer, or employee of the Client.

**IN WITNESS WHEREOF,** the parties hereto, by their authorized representatives, have executed this agreement on the day and year first written above.

**CONTINENTAL SERVICE GROUP, INC. D/B/A CONSERVE**

By: \_\_\_\_\_  
Pamela Baird, Secretary

*Address for Notices:*  
ConServe  
P.O. Box 7  
Fairport, New York 14450  
Attn: General Counsel

**SOLANO COMMUNITY COLLEGE**

By: \_\_\_\_\_  
Celia Esposito-Noy, Ed. D., Superintendent-President

*Address for Notices:*  
Solano Community College  
4000 Suisun Valley Road, Bldg #600  
Fairfield, CA 94534  
Attention: Celia Esposito-Noy, Ed. D., Superintendent-President



**Ancillary Services Agreement**

This Ancillary Services Agreement made September 18, 2017 (the "ASA"), by and between Continental Service Group, Inc., d/b/a **ConServe** (the "Agency") and **Solano Community College** (the "Client") with offices at 4000 Suisun Valley Road, Bldg #600, Fairfield, CA 94534 incorporates by reference the general terms and conditions of the parties' agreement made simultaneously on September 18, 2017, (the "Agreement").

**Primary Account One-Letter Service Program**

1. These Ancillary Services are available for primary account placements only. Primary account placements are defined as accounts that meet all the following requirements: have not been in collection with any debt collector, have a service date less than one hundred and eighty (180) days old, and the debtor is not bankrupt. To the extent there is any conflict between the terms of the ASA and the Agreement, the terms of the ASA shall govern.

2. Agency will provide ancillary services to Client and shall not otherwise charge its fee described in paragraph 3 of the Agreement for the first thirty-five (35) days from the placement list date. On day thirty-five, this service will end and all accounts will be returned to Client. Following such time, if Client so directs as set forth herein, Agency will begin providing the collection services described in the Agreement.

3. Said Ancillary Service entails mailing one letter to the consumer at the address provided by the Client, on behalf of, and as a separate service to the Client, providing the consumer Client's contact information, directing the consumer to contact Client, and to pay Client. On day thirty-five (35), Agency will close all accounts. Primary placement accounts are eligible for this service once. Any subsequent placement of a closed account will be serviced by Agency in accordance with the Agreement.

- 4.  ACCEPT. Client elects to place accounts under the Primary Account One-Letter Service Program.
- DECLINE. Client declines to place accounts under the Primary Account One-Letter Service Program.

No selection signifies a decline. This ASA applies to Agency's services provided for the Primary Account One-Letter Service Program only. Client agrees to allow Agency to use Client's name, address, and contact information in the program letter header for the contracted services described in this ASA. Except for the terms contained in this ASA, the terms of the Agreement shall otherwise govern the parties' respective duties.

**IN WITNESS WHEREOF**, the parties hereto have executed this ASA by their authorized representatives on the day and year first written above.

**SOLANO COMMUNITY COLLEGE**

By: \_\_\_\_\_ Title: Celia Esposito-Noy, Ed. D., Superintendent-President  
Celia Esposito

**CONTINENTAL SERVICE GROUP, INC. D/B/A CONSERVE**

By: \_\_\_\_\_ Title: Secretary  
Pamela Baird

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO SWINERTON MANAGEMENT  
AND CONSULTING FOR CONSTRUCTION  
MANAGEMENT SERVICES FOR THE VACAVILLE  
CLASSROOM BUILDING (ANNEX) RENOVATION  
PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for award of a contract to Swinerton Management and Consulting to provide construction management services for the Vacaville Classroom Building (Annex) Renovation Project. The consultant's scope of work will be to provide construction management services to manage the construction contract and construction of Vacaville Classroom Building (Annex) Renovation Project located at the Vacaville Center.

*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: Board Policy: 3225; 3520</i>		<i>Estimated Fiscal Impact: \$150,632 Measure Q Funds</i>	
<b>SUPERINTENDENT'S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> <b>APPROVAL</b>	<input type="checkbox"/> <b>DISAPPROVAL</b>
		<input type="checkbox"/> <b>NOT REQUIRED</b>	<input type="checkbox"/> <b>TABLE</b>
Lucky Lofton Executive Bonds Manager			
<b>PRESENTER'S NAME</b>			
4000 Suisun Valley Road Fairfield, CA 94534			
<b>ADDRESS</b>		Celia Esposito-Noy, Ed.D. Superintendent-President	
(707) 863-7855			
<b>TELEPHONE NUMBER</b>			
Vice President, Finance & Administration		September 22, 2017	
<b>VICE PRESIDENT APPROVAL</b>		<b>DATE APPROVED BY</b>	
September 22, 2017		<b>SUPERINTENDENT-PRESIDENT</b>	
<b>DATE SUBMITTED TO</b>			
<b>SUPERINTENDENT-PRESIDENT</b>			

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO SWINERTON MANAGEMENT  
AND CONSULTING FOR CONSTRUCTION  
MANAGEMENT SERVICES FOR THE VACAVILLE  
CLASSROOM BUILDING (ANNEX) RENOVATION  
PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Proposals were solicited from firms in the Board approved pool of construction management firms. A proposal was received from Swinerton Management and Consulting. An email was received from Gilbane declining to submit a proposal for this project. Therefore, Swinerton Management and Consulting was deemed the best value with a proposal in the amount of \$150,632.

The Board is asked to approve a contract award to Swinerton Management and Consulting in the amount of \$150,632.

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 EPC GROUP FOR  
PROFESSIONAL SERVICES FOR THE IT  
INFRASTRUCTURE PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for award of a contract to EPC Group to provide professional IT consulting services for upgrade of the District’s email system for the IT Infrastructure Upgrade Project.

Proposals were received from EPC Group, Infinity, and Tangent. Based on qualifications and

*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: Update infrastructure that supports classrooms or related College facilities

<i>Ed. Code: Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$26,825 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**

Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

September 22, 2017

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

September 22, 2017

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO EPC GROUP FOR  
PROFESSIONAL SERVICES FOR THE IT  
INFRASTRUCTURE PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

price, EPC Group was deemed the best value with a proposal in the amount not to exceed \$26,825. This price allows for 200 hours of consulting.

The Board is asked to approve a contract award to EPC Group in an amount not to exceed \$26,825.

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 A2R ARCHITECTS FOR  
ARCHITECTURAL SERVICES FOR THE ROOM 604  
RENOVATION PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for award of a professional services contract to A2R Architects to provide full architectural services for the renovation of existing office suite 604 in Building 600 located on the Fairfield Campus to serve as administration space for the Vice President of Student Services. The scope of work includes architectural drawings, construction documents and specifications, bid phase services, construction administration and project close-out.

*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 space that supports classrooms or related College facilities

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$22,000 Measure Q Funds Maintenance 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) 864-7855

**TELEPHONE NUMBER**

Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

September 22, 2017

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

September 22, 2017

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO A2R ARCHITECTS FOR  
ARCHITECTURAL SERVICES FOR ROOM 604  
RENOVATION PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

A2R Architects designed the most recent modernization and expansion of Building 600, which was completed in December 2015. A proposal was requested from A2R Architects because there will be efficiencies due to this firm's familiarity with Building 600.

The Board is asked to approve a contract to A2R Architects in the amount not to exceed \$22,000.

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 DIGITAL SCEPTER FOR  
EQUIPMENT AND PROFESSIONAL SERVICES FOR THE  
IT INFRASTRUCTURE PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

The Board is asked to approve a contract award to Digital Scepter in an amount not to exceed \$241,277.50.

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: CLINICAL EXPERIENCE AGREEMENT BETWEEN  
 SOLANO COMMUNITY COLLEGE DISTRICT AND  
 LAUREL CREEK HEALTH CENTER/PARADISE VALLEY,  
 FAIRFIELD, CALIFORNIA (RENEWAL)**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:** A clinical experience agreement between Solano Community College District and Laurel Creek Health Center/Paradise Valley, 2800 Estates Drive, Fairfield, CA 94533, is being presented for review and approval by the Governing Board. The approval of this agreement benefits the nursing program at Solano Community College by providing students with an assisted living and skilled nursing care facility in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires “A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities.” These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent/President, in the Office of the Dean of the School of Health Sciences, and in the offices of Laurel Creek Health Center/Paradise Valley, 2800 Estates Drive, Fairfield, CA 94533.

**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: CCR 1427</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$NONE</i>
---------------------------	---------------------------	--

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

**PRESENTER’S NAME**  
 Robert J. Gabriel, Ph.D., Dean, School of Health Sciences  
 4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**  
**707-864-7108**

**TELEPHONE NUMBER**

David Williams, Ph.D.  
**VICE PRESIDENT APPROVAL**

September 22, 2017

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

September 22, 2017  
**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

## CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **Laurel Creek Health Center/Paradise Valley** (hereafter known as *HEALTH CENTER*) located at **2800 Estates Drive, Fairfield, California 94533**, and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of October 5, 2017.

### RECITALS

- A. *HEALTH CENTER* owns and operates an assisted living and skilled nursing care facility (hereinafter referred to as "Facility").
- B. *SCHOOL* owns and operates an **Associate Degree Nursing Program (ADN)** which is accredited by the **California Board of Registered Nursing**. *SCHOOL* desires its students to obtain practical experience at *HEALTH CENTER*'s Facility through participation in a clinical program for its **Registered Nursing** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL*'s *Program* use such Facility for their clinical experience.

Now, therefore, the parties agree as follows:

### 1. GENERAL INFORMATION

- A. Both parties before the beginning of the training shall agree upon the period of time for each student's clinical experience.
- B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.
- C. Faculty and appropriate facility staff will arrange for faculty and student orientations, and identify a process for ongoing communication between the facility and the school at the beginning of each clinical experience.
- D. Faculty and appropriate facility staff will annually review the appropriateness of the learning environment in relation to the program's written objectives.

## 2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *HEALTH CENTER* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number, driver's license number and social security number, prior to the beginning of the planned clinical experience.
- B. Schedule of Assignments. *SCHOOL* shall notify the *HEALTH CENTER* of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.
- C. Program Coordinator. *SCHOOL* shall designate a faculty member to coordinate with a designee of *HEALTH CENTER* in the planning of the Program to be provided students.
- D. Records. *SCHOOL* shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. *SCHOOL* shall enforce rules and regulations governing the students that are mutually agreed upon by *SCHOOL* and *HEALTH CENTER*.
- F. Supervision. *SCHOOL* shall supervise all instruction and clinical experiences for students assigned in groups at the *HEALTH CENTER*.
- G. Health and Background Policy. *SCHOOL* shall provide *HEALTH CENTER*, prior to a student's arrival at the *HEALTH CENTER*, with proof of immunity consistent with *HEALTH CENTER* employee health policy and notify the *HEALTH CENTER* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *HEALTH CENTER* would be placed at risk if treated by a particular student, *HEALTH CENTER* reserves the right to refuse to allow such student to participate in the clinical experience at the *HEALTH CENTER*.
- H. Student Responsibilities. *SCHOOL* shall notify the students that they are responsible for:
  - 1) Following the clinical and administrative policies, procedures, rules and regulations of *HEALTH CENTER*.
  - 2) Arranging for their own transportation and living arrangements when not provided by *SCHOOL*.
  - 3) Arranging for and assuming the cost of their own health insurance.

- 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
  - 5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.
  - 6) Following dress code of the *HEALTH CENTER* and wearing name badges identifying themselves as students.
  - 7) Attending an orientation of the *HEALTH CENTER* provided by its staff and instructors.
  - 8) Providing services to the *HEALTH CENTER*'s patients under the direct supervision of a faculty provided by *SCHOOL* or *HEALTH CENTER*-provided staff/preceptors.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *HEALTH CENTER* harmless from all liability and responsibilities therefore.

### **3. HEALTH CENTER'S RESPONSIBILITIES**

- A. Clinical Experience. *HEALTH CENTER* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- B. HEALTH CENTER Designee. *HEALTH CENTER* shall designate a member of *HEALTH CENTER*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program, including orientation.
- C. Access to Facilities. *HEALTH CENTER* shall permit students enrolled in the Program access to *HEALTH CENTER* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *HEALTH CENTER*. Facilities

includes space for clinical conferences and access to *HEALTH CENTER's* Medical Library.

- D. Withdrawal of Students. *HEALTH CENTER* may request *SCHOOL* to withdraw from the Program any student who *HEALTH CENTER* determines is not performing satisfactorily, or who refuses to follow *HEALTH CENTER's* administrative policies, procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why *HEALTH CENTER* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *HEALTH CENTER* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.
- E. Emergency Health Care/First Aid. *HEALTH CENTER* shall, on any day when student is receiving training at its Facility, provide to students necessary emergency health care or first aid for accidents occurring in its Facility. Except as provided regarding such emergencies, *HEALTH CENTER* shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.
- F. Staffing. *HEALTH CENTER* shall provide staff adequate in number and quality to insure safe and continuous health care services to patients. Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the *HEALTH CENTER*.
- G. Supervision. In situations of single preceptorships/internships, *HEALTH CENTER* shall assume daily supervision of student.

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

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

#### **5. STATUS OF SCHOOL AND HEALTH CENTER**

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

## 6. INDEMNIFICATION

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

## 7. INSURANCE

- A. The *SCHOOL* shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and *HEALTH CENTER* against liability arising from or incident to the use and operation of the *HEALTH CENTER* by the *SCHOOL*'s students and naming *HEALTH CENTER* as an additional insured.
- B. Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.
- C. The *SCHOOL* shall also maintain and provide evidence of workers' compensation and disability coverage as required by law.
- D. The *SCHOOL* shall provide *HEALTH CENTER* with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the *HEALTH CENTER* of the cancellation of such insurance. The *SCHOOL* shall promptly notify the *HEALTH CENTER* of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

## 8. TERM AND TERMINATION

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

## 9. GENERAL PROVISIONS

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

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

- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the *HEALTH CENTER*:

Dane Reeves  
Healthcare Administrator  
Laurel Creek Health Center /Paradise Valley  
2800 Estates Drive  
Fairfield, CA 94533

Telephone: (707) 398-7387  
Fax: (707) 426-1130  
daner@pvestates.com

2. Notice to the *SCHOOL*

Robert Gabriel, Ph.D., Dean  
School of Health Sciences  
Solano Community College  
4000 Suisun Valley Road, Room 805A  
Fairfield, CA 94534

Telephone: (707) 864-7108  
FAX: (707) 646-2062  
robert.gabriel@solano.edu

- J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.
- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- M. Compliance with Law and Regulatory Agencies. *HEALTH CENTER* and *SCHOOL* shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *HEALTH CENTER*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from *HEALTH CENTER*. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. *SCHOOL* shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations, bylaws and rules and regulations, and policies and procedures of *HEALTH CENTER* its Medical Staff and Medical Staff departments.

**10. EXECUTION**

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

**HEALTH CENTER**

**SCHOOL**

**Laurel Creek Health Center/Paradise Valley - Fairfield**

**Solano Community College**

By: \_\_\_\_\_  
Dane Reeves

By: \_\_\_\_\_  
Celia Esposito-Noy, Ed.D.

Title: \_\_\_\_\_  
Healthcare Administrator

Title: \_\_\_\_\_  
Superintendent-President

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

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



**INDEPENDENT CONTRACTOR AGREEMENT**  
**ONLINE PLATFORM FOR SELF-EMPLOYMENT PATHWAYS IN THE GIG ECONOMY PROJECT**

This Independent Contractor Agreement ("Agreement") is made and entered into as of the 5th day of October, 2017 by and between the Solano Community College District, ("District") and Loconomics Cooperative, Inc. ("Contractor"), (together, "Parties").

WHEREAS, Solano Community College District was awarded the "Small Business Sector Navigator" Grant #16-151-010 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office, Division of Workforce and Economic Development and also awarded \$500,000 in funding through the Strong Workforce Program Omnibus RFA Specification Number: 16-205 to implement the "Self-employment Pathways in the Gig Economy Project" (hereinafter "PROJECT") with twenty-four (24) participating colleges across the state.

WHEREAS, the California Community College Small Business Sector and Loconomics have agreed to pursue a partnership with the following objectives:

- Connect students to gigs through Loconomics
- Equip community college students to become small business owners in the growing gig economy
- Provide a safe and productive environment for students to learn and engage in the Gig Economy
- Incorporate digital badging to highlight students' acquired skills
- Capture student self-employment earnings from all gigs through various platforms and feed to LaunchBoard from Loconomics for the purpose of measuring Strong Workforce Program Outcomes
- Create ability for community college partners to post gigs for students and ability for them to schedule consultation with client to build initial relationships with clients
- Drive traffic to student listings on Loconomics through internal and external partners
- Expose students to cooperative platform ownership

WHEREAS, Solano 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

NOW, THEREFORE, the Parties agree as follows:

1. **Scope of Work.** The Contractor shall provide services as further described in the Scope of Work **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Contractor shall commence providing services under this Agreement on October 5, 2017 and will diligently perform as required and complete performance by December 31, 2018, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as

indicated below:

- Signed Agreement
- Workers' Compensation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Other: \_\_\_\_\_

4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Eighty-Two Thousand Dollars, One Hundred and Ten Dollars, and Zero Cents (\$82,110.00). District shall pay Contractor according to the terms and conditions in **Exhibit B**.
  
5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
  - 5.1. Not applicable.
  
6. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
  
7. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
  - 7.1. Not applicable.
  
8. **Performance of Services.**
  - 8.1. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

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

omissions.

- 8.2. **Meetings.** Contractor and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Contractor's performance of Services.
  - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
  - 8.4. **New Project Approval.** Contractor and District recognize that Contractor's Services may include working on various projects for District. Contractor shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
12. **Termination.**
- 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice

shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

#### 14. **Insurance.**

14.1. The CONTRACTOR shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and DISTRICT against liability arising from or incident to the performance of this agreement and naming DISTRICT as an additional insured.

14.2. Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.

14.3. The CONTRACTOR shall also maintain and provide evidence of workers' compensation and disability coverage as required by law.

14.4. The CONTRACTOR shall provide DISTRICT with a certificate of insurance evidencing the insurance coverage required under this section and providing

for not less than thirty (30) days written notice to the DISTRICT of the cancellation of such insurance. The CONTRACTOR shall promptly notify the DISTRICT of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

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

21.1. Requesting that District employee(s) evaluate the Contractor and the

Contractor's employees and subcontractors and each of their performance.

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

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

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

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

District:

**Solano Community College District**  
4000 Suisun Valley Rd., Room 151  
Fairfield, California 94534  
ATTN: Charles Eason

Contractor:

**Loconomics Cooperative, Inc.**  
3150 18th Street, Ste 438, Mailbox 208  
San Francisco, CA 94110  
ATTN: Joshua Danielson

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

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

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

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

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

Dated: \_\_\_\_\_, 2017

Dated: \_\_\_\_\_, 2017

**Solano Community College District**

**Loconomics Cooperative, Inc.**

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

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

Print Name: Dr. Celia Esposito-Noy

Print Name: Joshua Danielson

Print Title: Superintendent/President

Print Title: CEO

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

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

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

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

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

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

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

Print Name and Title: \_\_\_\_\_

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

## Exhibit A: Statement of Work

### Element: Student listing

*Description:*

Splash page for each student highlighting their skill set with landing page specific to students to onboard themselves.

*Estimate based on these preliminary requirements\*:*

Create student landing page; Include CCC college dropdown in sign-up form; Store college lookup database table; Assign student to plan; GET/POST student/college/plan data to API;

*Estimated hours to complete\*: 20 hours*

*Estimated cost\*: \$2,380*

*Timeline\*:*

	<b>Discovery</b>	<b>Design</b>	<b>Build</b>	<b>QA</b>	<b>Roll-out</b>
Start Date:	10/3/2017	10/4/2017	10/5/2017	10/12/2017	10/16/2017

*RACI matrix - Student listing:*

<b>Responsible</b>	<b>Approver</b>	<b>Consultant(s)</b>	<b>Informant(s)</b>
joshua.danielson@loconomics.com	charles.eason@solano.edu	jeffrey.forrest@canyons.edu	

### Element: Digital badging integration

*Description:*

Digital badging integration

*Estimate based on these preliminary requirements\*:*

GET data from external badging system API (authenticated by student); POST student badge data to Loconomics API; List badges on student listing;

*Estimated hours to complete\*: 48 hours*

*Estimated cost\*: \$5,712*

*Timeline\*:*

	<b>Discovery</b>	<b>Design</b>	<b>Build</b>	<b>QA</b>	<b>Roll-out</b>
Start Date:	10/3/2017	11/27/2017	12/4/2017	2/5/2018	3/1/2018

*RACI matrix - Digital badging integration:*

Responsible	Approver	Consultant(s)	Informant(s)
joshua.danielson@loconomics.com	charles.eason@solano.edu	jeffrey.forrest@canyons.edu	

Element: Earnings tracking

*Description:*

Tool embedded into Loconomics platform for students to track their earnings from gigs acquired through other platforms, complementing the scraping tool that will also be embedded so students can find work inside and outside of Loconomics. The data would be stored on Loconomics and be accessible for #3 (DWM metric integration). To make it work, the course should require students use the tool to report all external gigs. Gigs booked through Loconomics would be automatically tracked. The goal of this feature would also be for students to track their overall incomes to lay the groundwork for a future goal-setting/progress tracking feature.

*Estimate based on these preliminary requirements\*:*

Store student's listing URLs on other platform; Create form to store data from non-Loconomics gigs (earnings, hours, expenses, platform, description); GET/POST data to Loconomics API; Weekly reminder to enter;

*Estimated hours to complete\*: 100 hours*

*Estimated cost\*: \$11,900*

*Timeline\*:*

	Discovery	Design	Build	QA	Roll-out
Start Date:	10/17/2017	10/24/2017	11/18/2017	2/5/2018	3/1/2018

*RACI matrix - Earnings tracking:*

Responsible	Approver	Consultant(s)	Informant(s)
joshua.danielson@loconomics.com	charles.eason@solano.edu	jeffrey.forrest@canyons.edu	

Element: Targeted landing pages

*Description:*

Targeted landing pages tailored to CCC internal clients (administration, faculty, staff) and external small business partners showcasing students, their skills, and simple booking process. Loconomics would hire students to drive most of this component.

*Estimate based on these preliminary requirements\*:*

Assist students in design process; Connect to backend; Filter for students only (by college);

*Estimated hours to complete\*:* 184 hours

*Estimated cost\*:* \$21,896

*Timeline\*:*

	<b>Discovery</b>	<b>Design</b>	<b>Build</b>	<b>QA</b>	<b>Roll-out</b>
Start Date:	10/17/2017	10/24/2017	1/2/2018	2/5/2018	3/1/2018

*RACI matrix - Targeted landing pages:*

<b>Responsible</b>	<b>Approver</b>	<b>Consultant(s)</b>	<b>Informant(s)</b>
joshua.danielson@loconomics.com	charles.eason@solano.edu	jeffrey.forrest@canyons.edu	

Element: Partner gig posting

*Description:*

A tool for CCC internal clients and external small business partners to post gigs within the platform.

*Estimate based on these preliminary requirements\*:*

Create partner listing and onboarding; Form for partner to create gig wanted; Student search gigs page; Student request for consultation; Partner consultation scheduling function; Gig filled flag; GET/POST data to Loconomics API;

*Estimated hours to complete\*:* 195 hours

*Estimated cost\*:* \$23,205

*Timeline\*:*

	<b>Discovery</b>	<b>Design</b>	<b>Build</b>	<b>QA</b>	<b>Roll-out</b>
Start Date:	10/17/2017	10/24/2017	12/9/2017	2/5/2018	3/1/2018

*RACI matrix - Partner gig posting:*

Responsible	Approver	Consultant(s)	Informant(s)
joshua.danielson@loconomics.com	charles.eason@solano.edu	jeffrey.forrest@canyons.edu	

**Element: Scrape external gigs**

*Description:*

Scrape job opportunities from other websites to generate opportunities for students.

*Estimate based on these preliminary requirements\*:*

Create "Find external opportunities" section; Link to create listings on other platforms by job title (Wag/Rover, TaskRabbit/Thumbtack, Upwork, etc.); List pros/cons of each platform (commission, terms, etc.); Search queries by job title;

*Estimated hours to complete\*: 75 hours*

*Estimated cost\*: \$8,925*

*Timeline\*:*

	Discovery	Design	Build	QA	Roll-out
Start Date:	10/17/2017	10/24/2017	11/8/2017	2/5/2018	3/1/2018

*RACI matrix - Scrape external gigs:*

Responsible	Approver	Consultant(s)	Informant(s)
joshua.danielson@loconomics.com	charles.eason@solano.edu	jeffrey.forrest@canyons.edu	

**Element: DWM metric integration**

*Description:*

Loconomics system to have LMS interoperability with existing CCCCCO software

*Estimate based on these preliminary requirements\*:*

Define metrics; Define filters; Define DWM import fields; Write SQL queries; GET data from Loconomics API; Identify data recipients; Create authentication for recipients;

*Estimated hours to complete\*: 68 hours*

*Estimated cost\*: \$8,092*

*Timeline\*:*

	<b>Discovery</b>	<b>Design</b>	<b>Build</b>	<b>QA</b>	<b>Roll-out</b>
Start Date:	10/3//2017	11/1/2017	11/6/2017	2/5/2018	3/1/2018

*RACI matrix - DWM metric integration:*

<b>Responsible</b>	<b>Approver</b>	<b>Consultant(s)</b>	<b>Informant(s)</b>
joshua.danielson@loconomics.com	charles.eason@solano.edu	jeffrey.forrest@canyons.edu	

## Exhibit B: Terms

### Licensing

- 1-year license for up to 2,000 users to access premium technology features with ongoing support
- No commissions taken on student earnings
- No cooperative ownership benefits (students can opt-into student plan)

### Payment

- Contract expenses not to exceed \$82,110.
- Installments:
  - \$27,370 due upon Solano Community College Board of Trustees approval and signing of agreement
  - \$27,370 due upon completion of the design phase of elements
  - \$27,370 due upon completion of the build phase of elements

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

**TO: Members of the Governing Board**

**SUBJECT: CLINICAL EXPERIENCE AGREEMENT BETWEEN  
SOLANO COMMUNITY COLLEGE AND LAUREL CREEK  
HEALTH CENTER/PARADISE VALLEY, FAIRFIELD,  
CALIFORNIA (CNA)**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:** A clinical experience agreement between Solano Community College District and Laurel Creek Health Center/Paradise Valley, 2800 Estates Drive, Fairfield, CA 94533, is being presented for review and approval by the Governing Board. The approval of this agreement benefits the Certified Nursing Assistant program at Solano Community College by providing students with an assisted living and skilled nursing care facility in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires “A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities.” These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent/President, in the Office of the Dean of the School of Health Sciences, and in the offices of Laurel Creek Health Center/Paradise Valley, 2800 Estates Drive, Fairfield, CA 94533.

**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: CCR 1427      Board Policy: 3520      Estimated Fiscal Impact: \$NONE*

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

**PRESENTER’S NAME**  
Robert J. Gabriel, Ph.D., Dean, School of Health Sciences  
4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**  
**707-864-7108**

**TELEPHONE NUMBER**

David Williams, Ph.D.  
**VICE PRESIDENT APPROVAL**

September 22, 2017

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

September 22, 2017

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **Laurel Creek Health Center/Paradise Valley** (hereafter known as *HEALTH CENTER*) located at **2800 Estates Drive, Fairfield, California 94533**, and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of October 5, 2017.

### RECITALS

- A. *HEALTH CENTER* owns and operates an assisted living and skilled nursing care facility (hereinafter referred to as "Facility").
- B. *SCHOOL* owns and operates **Certified Nursing Assistant (CNA) and/or Home Health Aide (HHA) Program** which is accredited by the **California Department of Public Health Service**. *SCHOOL* desires its students to obtain practical experience at *HEALTH CENTER*'s Facility through participation in a clinical program for its **CNA or HHA** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL*'s *Program* use such Facility for their clinical experience.

Now, therefore, the parties agree as follows:

### 1. GENERAL INFORMATION

- A. Both parties before the beginning of the training shall agree upon the period of time for each student's clinical experience.
- B. *SCHOOL* will provide fifteen (15) CNA students at a time, for a period of seven (7) weeks, up to two (2) days per week, and only between the hours of 6:00 am and 8:00 pm per day.
- C. Faculty and appropriate facility staff will arrange for faculty and student orientations, and identify a process for ongoing communication between the facility and the school at the beginning of each clinical experience.
- D. Faculty and appropriate facility staff will annually review the appropriateness of the learning environment in relation to the program's written objectives.

## 2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *HEALTH CENTER* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number, driver's license number and social security number, prior to the beginning of the planned clinical experience.
- B. Schedule of Assignments. The student to faculty ratio shall not exceed 15 to 1 per rotation. *SCHOOL* shall notify the *HEALTH CENTER* of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.
- C. Program Coordinator. *SCHOOL* shall designate a faculty member to coordinate with a designee of *HEALTH CENTER* in the planning of the Program to be provided students.
- D. Records. *SCHOOL* shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. *SCHOOL* shall enforce rules and regulations governing the students that are mutually agreed upon by *SCHOOL* and *HEALTH CENTER*.
- F. Supervision. *SCHOOL* is responsible for all training and will provide immediate and direct supervision of all students in their assigned groups at the *HEALTH CENTER*. No *HEALTH CENTER* staff shall be used to proctor, shadow, or teach the students.
- G. Health and Background Policy. *SCHOOL* shall provide *HEALTH CENTER*, prior to a student's arrival at the *HEALTH CENTER*, with proof of immunity, physical examination, TB skin test and criminal background screening consistent with *HEALTH CENTER* employee health policy and notify the *HEALTH CENTER* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *HEALTH CENTER* would be placed at risk if treated by a particular student, *HEALTH CENTER* reserves the right to refuse to allow such student to participate in the clinical experience at *HEALTH CENTER*.
- H. Student Responsibilities. *SCHOOL* shall notify the students that they are responsible for:
  - 1) Following the clinical and administrative policies, procedures, rules and regulations of *HEALTH CENTER*.

- 2) Arranging for their own transportation and living arrangements when not provided by *SCHOOL*.
  - 3) Arranging for and assuming the cost of their own health insurance.
  - 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
  - 5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.
  - 6) Following dress code of the *HEALTH CENTER* and wearing name badges identifying themselves as students.
  - 7) Attending an orientation of the *HEALTH CENTER* provided by its staff and instructors.
  - 8) Providing services to the *HEALTH CENTER*'s patients under the direct supervision of a faculty provided by *SCHOOL* or *HEALTH CENTER*-provided staff/preceptors.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *HEALTH CENTER* harmless from all liability and responsibilities therefore.

### **3. HEALTH CENTER'S RESPONSIBILITIES**

- A. Clinical Experience. *HEALTH CENTER* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- B. HEALTH CENTER Designee. *HEALTH CENTER* shall designate a member of *HEALTH CENTER*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program, including orientation.

- C. Access to Facilities. *HEALTH CENTER* shall permit students enrolled in the Program access to *HEALTH CENTER* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *HEALTH CENTER*. Facilities includes space for clinical conferences and access to *HEALTH CENTER*'s Medical Library.
- D. Withdrawal of Students. *HEALTH CENTER* may request *SCHOOL* to withdraw from the Program any student who *HEALTH CENTER* determines is not performing satisfactorily, or who refuses to follow *HEALTH CENTER*'s administrative policies, procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why *HEALTH CENTER* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *HEALTH CENTER* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.
- E. Emergency Health Care/First Aid. *HEALTH CENTER* shall, on any day when student is receiving training at its Facility, provide to students necessary emergency health care or first aid for accidents occurring in its Facility. Except as provided regarding such emergencies, *HEALTH CENTER* shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.
- F. Staffing. *HEALTH CENTER* shall provide staff adequate in number and quality to insure safe and continuous health care services to patients, but it shall not decrease staff because students are training in the Facility. Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the *HEALTH CENTER*.
- G. *HEALTH CENTER* must be in good standing with the Centers for Medicare and Medicaid Services (CMS) and not have any training enforcement restrictions.

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

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

## **5. STATUS OF SCHOOL AND HEALTH CENTER**

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

## **6. INDEMNIFICATION**

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

## **7. INSURANCE**

- A. The *SCHOOL* shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and *HEALTH CENTER* against liability arising from or incident to the use and operation of the *HEALTH CENTER* by the *SCHOOL*'s students and naming *HEALTH CENTER* as an additional insured.
- B. Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.
- C. The *SCHOOL* shall also maintain and provide evidence of workers' compensation and disability coverage as required by law.
- D. The *SCHOOL* shall provide *HEALTH CENTER* with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the *HEALTH CENTER* of the cancellation of such insurance. The *SCHOOL* shall promptly notify the *HEALTH CENTER* of any cancellation, reduction, or

other material change in the amount or scope of any coverage required hereunder.

## 8. TERM AND TERMINATION

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

## 9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for

the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the *HEALTH CENTER*:

Dane Reeves  
Health Care Administrator  
Laurel Creek Health Center /Paradise Valley  
2800 Estates Drive  
Fairfield, CA 94533

Telephone: (707)398-1387  
Fax: (707) 426-1130  
daner@pvestates.com

2. Notice to the *SCHOOL*

Robert Gabriel, Ph.D., Dean  
School of Health Sciences  
Solano Community College  
4000 Suisun Valley Road, Room 805A  
Fairfield, CA 94534

Telephone: (707) 864-7108

FAX: (707) 646-2062

robert.gabriel@solano.edu

- J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.
- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- M. Compliance with Law and Regulatory Agencies. *HEALTH CENTER* and *SCHOOL* shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *HEALTH CENTER*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from *HEALTH CENTER*. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. *SCHOOL* shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations, bylaws and rules and regulations, and policies and procedures of *HEALTH CENTER* its Medical Staff and Medical Staff departments.

Both parties shall comply with Federal and California laws regarding the use and disclosure of individual identifiable health information, in particular with the provisions of Health Insurance Portability & Accountability Act of 1996—HIPPA.

Both parties should comply with Occupational Safety and Health Administration (OSHA) policies and standards.

**10. EXECUTION**

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

**HEALTH CENTER**

**SCHOOL**

**Laurel Creek Health Center/Paradise Valley - Fairfield**

**Solano Community College**

By: \_\_\_\_\_  
Dane Reeves

By: \_\_\_\_\_  
Celia Esposito-Noy, Ed.D.

Title: Health Care Administrator  
Date: \_\_\_\_\_

Title: Superintendent-President  
Date: \_\_\_\_\_