

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

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

EMPLOYMENT 2018-2019

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Roy Hedlund	Aeronautics Lab Technician (CSEA Range 12/Step 2) (Revised)	08/06/18

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Brianne Ayala	Adjunct Instructor – Child Development and Family Studies (not to exceed 67%)	01/11/19
Toni Coleman	Adjunct Instructor – Cosmetology (not to exceed 67%)	10/04/18
Phoo Han Oo	Adjunct Instructor – Cosmetology (not to exceed 67%)	10/04/18
Steve Takata	Adjunct Instructor – Biology (not to exceed 67%)	01/11/19

Mary Jones
Human Resources

September 21, 2018

Date Submitted

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

October 3, 2018

Date Approved

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Genevieve Brown	Student Services Generalist	Student Success and Support	10/04/18 – 06/30/19	\$18.10 hr.
David Campos	Counselor	Student Success and Support	08/09/18 – 06/30/19	\$58.59 hr.
Kevin Marks	Assistant Coach – Women’s Soccer	Soccer Trust	10/04/18 – 11/09/18	\$69.05 hr.
Samir Patel	Accounting Specialist II	General Fund	10/04/18 – 06/30/19	\$18.90 hr.
Maritza Valdez	Registration Aide	Student Success and Support	10/04/18 – 06/30/19	\$12.00 hr.
Sharlice Wright	Counselor	Student Success and Support	08/16/18 – 06/30/19	\$58.59 hr.

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

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

PERSONAL SERVICES AGREEMENTS

**Finance and Administration
Robert Diamond, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Howard Craig Yamamoto	Review department processes and procedures, recommend appropriate modifications.	September 14, 2018 – June 30, 2019	Not to exceed \$55,000.00

**Academic Affairs
David Williams, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Stephanie Benton	Piano accompanist for Solano Choral Society Classes.	September 11, 2018 – December 16, 2018	Not to exceed \$1,575.00

**Student Services
Gregory Brown, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Richard Aimes	Mind Surfing Show and Stress Reduction Workshop.	October 31, 2018	Not to exceed \$1,500.00
Dagmar Kuta	Layout and design of Hall of Fame Program.	September 20, 2018 – October 27, 2018	Not to exceed \$150.00

Robert V. Diamond
 Vice President, Finance & Administration

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

September 21, 2018

Date Submitted

October 3, 2018

Date Approved

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR THE VACAVILLE CLASSROOM
BUILDING (ANNEX) RENOVATION PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Vacaville Classroom Building (Annex) Renovation Project Notice of Completion. On December 20, 2017, the Board awarded McCuen Construction Inc. a contract for the Vacaville Classroom Building (Annex) Renovation Project. The scope of work included structural and accessibility upgrades, replacement of HVAC ductwork, new LED lighting and suspended ceilings, new fire alarm system, some interior finishes and roofing.

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> \$0
------------------	----------------------	--

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
Robert V. Diamond

Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

September 21, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 3, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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: 10/3/2018
 7. The Project Name is: Vacaville Classroom Building (Annex) Renovation Project
 8. DSA Number (if applicable): 02-116082
 9. The contractor for such work of modernization is: McCuen Construction
 10. The name of the contractor's Surety Co. is: Western Surety Company
 11. The date of contract between the contractor and the above owner is: December 20, 2017
 12. The street address of said property is: 2000 North Village Parkway, Vacaville, California 95688
 13. APN #: 0133-190-490
 14. The property on which said work of modernization was completed is in the City of Vacaville, County of Solano, State of California, and is described as follows: structural and accessibility upgrades, replacement of HVAC ductwork, new LED lighting and suspended ceilings, new fire alarm system, some interior finishes, and replacement of roofing.

Date

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

Verification

I, undersigned, say:

I am Executive Bonds Manager Lucky Lofton

("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 Fairfield, California.
(City or Town where signed)

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR THE BUILDING 1800B EXITING
CORRIDOR RENOVATION PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Building 1800B Exiting Corridor Renovation Project Notice of Completion. On May 16, 2018, RBH Construction, Inc. was awarded a contract for the Building 1800B Exiting Corridor Renovation Project. The scope of work included select demolition and renovation of an existing classroom and hallway space located in Building 1800B to address issues with code compliance.

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: \$0</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
Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

September 21, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 3, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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: 10/03/2018
 7. The Project Name is: Building 1800B Exiting Corridor Renovation Project
 8. DSA Number (if applicable): N/A
 9. The contractor for such work of modernization is: RBH Construction, Inc.
 10. The name of the contractor's Surety Co. is: Developers Surety and Indemnity Company
 11. The date of contract between the contractor and the above owner is 5/16/2018
 12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, California 94534
 13. APN #: 0027-242-110
 14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Select demolition and renovation of an existing classroom and hallway space located in Building 1800B.

Date

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

Verification

I, undersigned, say:

I am Executive Bonds Manager Lucky Lofton
("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 Fairfield, California.
(City or Town where signed)

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 18/19-07 PROCLAIMING OCTOBER
2018 AS FILIPINO AMERICAN HISTORY MONTH AT
SOLANO COMMUNITY COLLEGE**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Resolution No. 18/19-07 proclaiming October 2018 as Filipino American History Month at Solano Community College is presented for approval.

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: To support the Solano Community College mission statement.

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

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

Celia Esposito-Noy, Ed.D.
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

707 864-7299
TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

September 21, 2018
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

October 3, 2018
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO APPROVE OCTOBER AS
FILIPINO AMERICAN HISTORY MONTH**

RESOLUTION NO. 18/19-07

WHEREAS, the Filipino American National Historical Society had declared the Year 1988 to be the 225th Anniversary of the Permanent Settlement of Filipinos in the Continental United States and had set into motion its year-long, national observance in order to focus on the story of our nation's past from a new perspective by concentrating on the critically economic, cultural, social and other notable contributions Filipino Americans had made in countless ways toward the development of United States History; and

WHEREAS, efforts must continue to promote the study of Filipino American history and culture, so mandated in the mission statement of the Filipino American National Historical Society, because the role of Filipino Americans and those of other People of Color have been overlooked in the writings, teachings and learnings of United States History; and

WHEREAS, it is imperative for Filipino American youths to have positive role models and to instill in them the importance of education, complemented with the richness of their ethnicity and the values of their legacy; and

WHEREAS, the earliest documented proof of Filipino presence in the Continental United States falls on October 1587, more recently published by Lorraine Jacobs Crouchett in her book, *Filipinos in California* (1982), annotating John Walton Caughey in his book, *California* (1953), and that definitive dates of written landings on the shores of California have been recorded with the earliest on October 18, 1587, according to Crouchett, annotating H.R. Wagner's *Unamuno's Voyage to California in 1587* in the Quarterly of the California Historical Society (July 1923), among others;

NOW, THEREFORE, BE IT RESOLVED that the Trustees of the Solano Community College District establish Filipino American History Month and that it be observed annually and nationally throughout the United States and its Territories during the Month of October, commencing in the Year 1992 to mark the 405th Anniversary of the Presence of Filipinos in the Continental United States as a significant time to study the advancement of Filipino Americans in the history of the United States, as a favorable time of celebration, remembrance, reflection and motivation, and as a relevant time to renew more efforts towards research, examination and promulgation of Filipino American history and culture in order to provide an opportunity for all Americans to learn and appreciate more about Filipino Americans and their historic contributions to our nation, these United States of America.

PASSED AND ADOPTED this 3rd day of October, 2018.

SARAH CHAPMAN, Ph.D., PRESIDENT

CELIA ESPOSITO-NOY, Ed.D., SECRETARY

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

TO: **Members of the Governing Board**

SUBJECT: **RESOLUTION NO. 18/19-08 RESOLUTION OF THE
SOLANO COMMUNITY COLLEGE GOVERNING BOARD
IN SUPPORT OF UNDOCUMENTED STUDENTS WEEK
OF ACTION, OCTOBER 15-19, 2018**

REQUESTED ACTION:

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

SUMMARY:

Resolution No. 18/19-08 proclaiming October 15-19, 2018 as Undocumented Students Week of Action at Solano Community College is presented for approval.

STUDENT SUCCESS IMPACT:

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

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

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

Celia Esposito-Noy, Ed.D.
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

707 864-7299
TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

September 21, 2018
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 3, 2018
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION 18/19-08 RESOLUTION OF THE
SOLANO COMMUNITY COLLEGE GOVERNING BOARD
IN SUPPORT OF UNDOCUMENTED STUDENTS
WEEK OF ACTION, OCTOBER 15-19, 2018**

WHEREAS, the California Community Colleges is committed to providing an open and welcoming environment for all students, regardless of ethnicity, religion, national origin, immigration status, age gender, language, socio-economic status, gender identity or expression, medical condition or disability; and

WHEREAS, the Trump Administration's decision on September 5, 2017, to rescind the Deferred Action for Childhood Arrivals (DACA) program, placed the safety, security and educational future of thousands of undocumented students in doubt; and

WHEREAS, the California Community Colleges have advocated to Congress and the Administration to preserve DACA and respect the contributions of undocumented immigrants, and on January 26, 2017, the Board of Governors passed a resolution expressing its support for DACA and firm commitment to serving all students who can benefit from a postsecondary education; and

WHEREAS, Solano Community College embraces the Chancellor's Office Statement of Values and Commitment to Undocumented Students and reaffirms that we will not release any personally identifiable student information without a judicial warrant including data related to immigration status, or participate in any federal effort to create a registry of individuals based on protected characteristics, and

WHEREAS, Solano Community College created partnerships with community organizations to help our undocumented students access legal assistance and other services in local communities; and
WHEREAS, despite efforts by organizations in California and across the nation, the preservation of DACA and the adoption of an effective solution for undocumented students remains elusive; therefore be it

RESOLVED that the Solano Community College Governing Board supports work by the Chancellor's Office to identify and share best practices for assisting undocumented students, to provide referral to legal services in the community, and reinforce policies that protect student's rights and privacy; and be it further

RESOLVED that the Solano Community College Governing Board supports disseminating information to students and to the community about applying for and enrolling in classes at SCC, eligibility for financial assistance, and services, and be it further

RESOLVED that the Solano Community College Governing Board joins the California Community College Board of Governors in declaring October 15-19, 2018, as "Undocumented Students Week of Action" and will continue to work in partnership with other organizations and encourage the community to engage in activities supporting undocumented students.

SARAH CHAPMAN, Ph.D., PRESIDENT

CELIA ESPOSITO-NOY, Ed.D., SECRETARY

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 18/19 – 05 TO ESTABLISH A SEPARATE
 BANK ACCOUNT FOR CHILDREN’S PROGRAM CONTRACT
 CCTR**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Resolution No. 18/19-05, a resolution to establish a separate bank account for the Children’s Program Contract CCTR for child development funds.

Per Education Code Section 8450, these funds must be kept, “in an interest-bearing account” within our child development funds. The District will comply by establishing the account and reporting all income, expenditures, and balances relating to the child development funds in the annual financial report and audit.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: 8450</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
SUPERINTENDENT’S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
Robert V. Diamond Vice President, Finance & Administration		
PRESENTER’S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS	Celia Esposito-Noy, Ed.D. Superintendent-President	
(707) 864-7209		
TELEPHONE NUMBER		
Robert V. Diamond Finance & Administration		October 3, 2018
VICE PRESIDENT APPROVAL		DATE APPROVED BY
September 21, 2018		SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO		
SUPERINTENDENT-PRESIDENT		

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO ESTABLISH A SEPARATE BANK
ACCOUNT FOR CHILDREN’S PROGRAM CONTRACT CCTR**

RESOLUTION NO. 18/19-05

WHEREAS, The Solano Community College District is a participating institution receiving funds from the California Department of Education for the District’s Child Development Program;

WHEREAS, Education Code Section 8450, states that these funds must be kept, “in an interest bearing account” within our Child Development Funds, which is a requirement for the contract.

WHEREAS, Child Development funds advanced to institutions are considered State funds and must have the ability to earn interest while held in the institution’s bank account prior to disbursement;

RESOLVED, That the District shall establish a separate bank account for the Children’s Program Contract CCTR;

PASSED AND ADOPTED, This 3rd day of October, 2018 by the Governing Board of the Solano Community College District.

SARAH E. CHAPMAN, Ph.D, BOARD PRESIDENT

CELIA ESPOSITO-NOY, Ed.D., SECRETARY

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 18/19 – 06 TO ESTABLISH A SEPARATE
 BANK ACCOUNT FOR CHILDREN’S PROGRAM CONTRACT
 CSPP**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Resolution No. 18/19-06, a resolution to establish a separate bank account for the Children’s Program Contract CSPP for child development funds.

Per Education Code Section 8450, these funds must be kept, “in an interest-bearing account” within our child development funds. The District will comply by establishing the account and reporting all income, expenditures, and balances relating to the child development funds in the annual financial report and audit.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: 8450</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
SUPERINTENDENT’S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
Robert V. Diamond Vice President, Finance & Administration		
PRESENTER’S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS	Celia Esposito-Noy, Ed.D. Superintendent-President	
(707) 864-7209		
TELEPHONE NUMBER	October 3, 2018	
Robert V. Diamond Finance & Administration	DATE APPROVED BY	
VICE PRESIDENT APPROVAL	SUPERINTENDENT-PRESIDENT	
September 21, 2018		
DATE SUBMITTED TO		
SUPERINTENDENT-PRESIDENT		

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO ESTABLISH A SEPARATE BANK
ACCOUNT FOR CHILDREN’S PROGRAM CONTRACT CSPP**

RESOLUTION NO. 18/19-06

WHEREAS, The Solano Community College District is a participating institution receiving funds from the California Department of Education for the District’s Child Development Program;

WHEREAS, Education Code Section 8450, states that these funds must be kept, “in an interest bearing account” within our Child Development Funds, which is a requirement for the contract.

WHEREAS, Child Development funds advanced to institutions are considered State funds and must have the ability to earn interest while held in the institution’s bank account prior to disbursement;

RESOLVED, That the District shall establish a separate bank account for the Children’s Program Contract CSPP;

PASSED AND ADOPTED, This 3rd day of October, 2018 by the Governing Board of the Solano Community College District.

SARAH E. CHAPMAN, Ph.D, BOARD PRESIDENT

CELIA ESPOSITO-NOY, Ed.D., SECRETARY

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

TO: Members of the Governing Board

**SUBJECT: ACCEPTANCE OF FIRST 5 SOLANO CHILDREN AND
FAMILIES COMMISSION GRANT**

REQUESTED ACTION:

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

SUMMARY:

Solano Community College applied for a grant to create the Persistence Pays program. The program will provide stipend support for students completing their practicum courses in Early Childhood Education, with the goal to increase quality and capacity of educators of young children within Solano County.

Board approval is requested to accept the First 5 Solano Children and Families Commission Grant in the amount of \$20,000. It is further recommended that the Board authorize the Vice President of Finance & Administration to appropriate the funds for spending by the child development fund program. The term of the contract is from July 1, 2018 through June 30, 2019.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$20,000 Grant funds</i>	
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
		<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
Robert V. Diamond Vice President, Finance & Administration			
PRESENTER'S NAME			
4000 Suisun Valley Road Fairfield, CA 94534			
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President	
(707) 864-7209			
TELEPHONE NUMBER			
Robert V. Diamond Finance & Administration		October 3, 2018	
VICE PRESIDENT APPROVAL		DATE APPROVED BY	
September 21, 2018		SUPERINTENDENT-PRESIDENT	
DATE SUBMITTED TO			
SUPERINTENDENT-PRESIDENT			



County of Solano
Standard Contract

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)
2018-206
BUDGET ACCOUNT:
1533
SUBJECT ACCOUNT:
3008

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

2. The Term of this Contract is: July 1, 2018 - June 30, 2019

3. The maximum amount of this Contract is:
Up to \$20,000 for the term of the contract:

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

- Exhibit A - Scope of Work
Exhibit B - Budget Detail and Payment Provision
Exhibit C - General Terms and Conditions
Exhibit D - Special Terms and Conditions

This Contract is made on July 1, 2018.

Table with 2 columns: CONTRACTOR and COUNTY OF SOLANO. Rows include Contractor Name (Solano Community College), Signature (Christie Speck), Title (Director), Address (4000 Suisun Valley Road, Fairfield, CA 94534), County Authorized Signature (Bert Elam), Approved as to Content (Michele Harris), and County Counsel (Bernadette Cuy-Dye).

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

COMMISSIONERS

July 9, 2018

Erin Hannigan

Chair

Dan Ayala

Jennifer Barton

Aaron Crutison

Lisette Estrella-Henderson

Gerald Huber

Nicole Neff

Christie Speck Director
Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534

Dear Ms. Speck,

STAFF

Michele Harris

Executive Director

Megan Richards

Deputy Director

Juanita Morales

Program Manager

Gene Ibe

Program Manager

Lorraine Fernandez

Program Manager

Andrew Boatright

College Assistant III

Andrea Azurdia

College Intern

Enclosed is the fully executed contract between Solano Community College and Solano County for the Annual Grants Program to implement the Persistence Pays Program to increase the capacity of early care educators in Solano. I will be your primary point of contact for this project including contract and invoice related questions.

If you have any questions, feel free to contact me at 707-784-1339 or jsmorales@solanocounty.com.

Sincerely,



Juanita Morales
Program Manager
First 5 Solano Children and Families Commission

EXHIBIT A **SCOPE OF WORK**

A. Contractor Responsibilities:

1. Complete the activities, tasks and outcomes in the Logic Model table.
2. Participate in two First 5 Solano meetings: a project orientation at the start of FY2018/19 and a project learning and evaluation session at the end of FY2018/19.
3. Collect data as the project is completed. Data should include demographics about who was served, what type of services or activities were provided, as well as outcomes (what changed because of the project).
4. Submit a mid-year report by January 30, 2019 and a final report due by July 30, 2019. Any organization that fails to provide these reports may be considered ineligible for future funding.

B. First 5 Solano Responsibilities:

1. Provide the First 5 Solano logo and associated language for use in advertising and outreach materials.
2. Provide (as requested) community engagement materials, as appropriate and as available.
3. Provide access to training opportunities for organization staff during the term of the grant.
4. Provide technical assistance prior to, during and after the annual grant to meet the administrative requirements of the grant, such as invoicing, data collection and evaluation of the effectiveness of the program.
5. Coordinate support with other First 5 Solano funded programs for related services.

LOGIC MODEL TABLE

AGENCY/PROGRAM NAME:	Solano Community College	FY: 2018/2019
GOAL: What are 1-2 primary goals of your program?	To increase the quality and capacity of educators of young children within Solano County	Links to First 5 Solano Strategic Plan Goal #: All children learn and develop through high quality care and education

Activity	TASKS	SERVICE COUNTS		OUTCOME
<i>What broad category (ex: parent ed., case mgmt., home visiting, etc.) are you performing?</i>	<i>What services, events and other actions make up the program?</i>	<i># Served: The counts of services provided (to unduplicated clients) and people served over the course of the program.</i> <i>Service Unit Type/Length of Time: The level of services rendered (how often and how long).</i>		<i>Outcome: The percentage and number of people for whom the program will affect a desired change.</i> <i>The required percentage must be met regardless of total number served.</i>
	Tasks Within Activity	# Served	Service Unit Type/ Length of time	Outcome
<i>Activity 1: Implementation</i>	Solano Community College will create a program called Persistence Pays to provide stipend support for students completing their practicum courses, including developing appropriate policies and application process.		One-time development of program	Program infrastructure is in place by January 2019.

Activity	TASKS	SERVICE COUNTS		OUTCOME
<p><i>Activity 2: Practicum placement and participation</i></p>	<p>Students who are participating in practicum courses will provide employment verification and education plan prior to practicum placement and monitored by ECE director and program coordinator</p> <p>All students will conduct lab hours at 2 approved mentor sites</p> <p>Students will submit timesheets documenting practicum hours</p> <p>Students will receive up to \$1,500 in stipends to cover lost wages associated with practicum hours</p>	<p>19 students</p>	<p>8 hours per week</p>	<p>19 early childhood education providers will complete practicum hours as a result of this project</p> <p>80% of students will be provided wage reimbursement stipends</p> <p>80% of students will complete practicum course requirements at a satisfactory level for passing</p>
<p><i>Activity 4: Data Collection</i></p>	<p>Track implementation of the program and transfer requested data to First 5 Solano's Reporting Form.</p>	<p>All students will be reported</p>	<p>Mid-year and end of year via Reporting Form</p>	<p>By the end of FY 2018/19, demographics and program implementation data will be recorded using the Reporting Form provided by First 5 Solano</p>

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

A. First 5 Solano will provide funding in 2 payments. The first payment will be made for 50% of the grant award upon full execution of the contract and submittal of necessary forms for payment. The second payment will be made upon completion of the project and submittal of an invoice of all costs associated with the project and agreed upon in the contract, up to the total grant amount.

Grant funds must be utilized in the fiscal year in which they are issued. Any funds not utilized in the fiscal year in which they were issued must be returned to First 5 Solano.

B. Contractor may request transfers between the budget line items set forth in Exhibit B-1 by submitting to County a completed "Budget Modification Request Form," which is attached to this Contract as Exhibit B-2 and incorporated into this Contract by this reference. Transfers between budget line items may be made only upon prior written approval of County, which approval may be withheld in the sole and absolute discretion of County.

EXHIBIT B-1
CONTRACTOR BUDGET

Line Item	FTE	First 5 Solano	Other Funds	Total
Personnel				
Staffing		\$0	In-Kind	\$0
Benefits				
Subtotal Personnel		\$0	In-Kind	\$0
Operating Expenses				
Stipends		\$20,000	\$15,000	\$35,000
Other				
Subtotal Operating Expenses		\$20,000	\$15,000	\$35,000
Subcontractors				
Subtotal Subcontractors		\$0	\$0	\$0
Indirect Costs				
Administration				
Subtotal Indirect		\$0	\$0	\$0
Grand Total Expenses		\$20,000	\$15,000	\$35,000

EXHIBIT B-2
BUDGET MODIFICATION REQUEST FORM
FY _____

GRANTEE ORGANIZATION: _____

PROGRAM: _____

CONTRACT NUMBER: _____

Line Item	Approved FTE	Approved Budget (Date of last Modification if applicable)	Requested Modification	Requested Modified Budget
Personnel				
Staff Member 1				
Staff Member 2				
Staff Member 3				
Staff Member 4				
Benefits				
Subtotal Personnel				
Operating Expenses				
Rent & Utilities				
Office Supplies & Materials				
Telephone/Communications				
Postage/Mailing				
Reproduction/Copying				
Travel				
Training/Conferences				
Other				
Subtotal Operating Expenses				
Subcontractors				
Subcontractor 1				
Subtotal Subcontractors				
Indirect Costs				
Subtotal Indirect				
Grand Total Expenses				

Please answer all Budget Modification Justification Questions on Page 2.

Authorized Grantee Signature

Date

First 5 Solano Executive Director

Date

First 5 Solano internal use only

Date: _____ Action Taken: _____ Date: _____ Action Taken: Updated in Persimmony

Program Manager Recommend approval: _____

Budget Modification Justification:

1. If there are changes to Personnel, please explain. Are there changes to job duties? If there are decreases to a personnel line, how is that job going to be completed? Please clarify a change to FTE (example: 0.5 FTE to 0.75 FTE).

2. If there are changes to operating expenses, please explain. How do operating expenses differ than anticipated?

3. If there are changes to subcontractors, please explain.

4. If there are changes to indirect costs, please explain. *Please also attach your indirect cost rate plan.*

5. Are there any changes to matching/leveraged funds?

Note: Changes to this fiscal year do not change future fiscal years' budgets.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

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

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- (1) General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(Including operations, products and completed operations.)
- (2) Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
- (3) Workers' Compensation: As required by the State of California.
- (4) Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- (1) Cyber Liability: **\$1,000,000** per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.

- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or

indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

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

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

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

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

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
- (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
- (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
- (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
- (5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

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

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

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

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

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is

delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. POLICY ON COMPLIANCE IN CONTRACTS

Without limiting any remedy available under section 9 of Exhibit C to this Contract, or as otherwise provided by law, in the event of a default by Contractor or other noncompliance with the terms of this Contract, County may, in the sole and absolute discretion of County, require Contractor to comply with County's procedure for identifying and correcting non-compliance in contracts, which procedure is set forth in the First 5 Solano Children and Families Commission Policy on Compliance in Contracts.

2. PUBLIC ACKNOWLEDGEMENT OF FUNDS

The First 5 Solano Children and Families Commission is funded by taxpayer dollars. Therefore, Contractor shall appropriately acknowledge the grant from the First 5 Solano Children and Families Commission.

Appropriate acknowledgement is defined as follows:

- (a) Includes the First 5 Solano logo;
- (b) Includes the statement, "Made possible by a grant from First 5 Solano Children and Families Commission";
- (c) The statement and logo must be included in all public materials that mention the funded grant and its programs or services, including (but not limited to) Web sites, e-mails, news releases, media advisories, brochures, newsletters, flyers, advertisements, public service announcements, posters, CD-ROMs and any other public communication items.

Any deviation from the above must be approved by First 5 Solano before distribution of public outreach materials.

3. START-UP PERIOD

Without limiting any remedy available under section 9 of Exhibit C to this Contract, or as otherwise provided by law, in the event that Contractor does not implement the services contemplated by this Contract within 6 months of the effective date of this Contract, County reserves the right, in the sole and absolute discretion of County, to terminate the Contract with 15 days written notice of such termination to Contractor.

4. TOBACCO POLICY

Contractor agrees to abide by written policies provided by County as Exhibit D-1 relating to tobacco use and acceptance of funds from the tobacco industry.

EXHIBIT D-1

FIRST 5 SOLANO CHILDREN AND FAMILIES COMMISSION

TOBACCO EDUCATION, PREVENTION, AND INVESTMENT POLICY

This policy covers the smoking or oral use of any tobacco or nicotine product including cigarettes, cigars, pipes, all forms of smokeless tobacco and any other smoking devices that use tobacco such as hookahs, or simulate the use of tobacco such as electronic cigarettes/nicotine devices or clove cigarettes.

The following constitutes the adopted Tobacco Policy that funded First 5 Solano programs/projects will follow. Funded Programs/Projects will:

1. Provide a tobacco and nicotine-free working environment for employees, visitors and clients and keep a safe and healthy environment for families and children.
2. Provide and/or arrange training and information to staff on the dangers of tobacco and nicotine products, smoking cessation, and the dangers of second-hand smoke (as needed).
3. Refuse tobacco and nicotine funding.
4. Divest themselves of tobacco and nicotine product investments.
5. Distribute and/or make available tobacco and nicotine cessation-related materials for participants in Commission funded programs.
6. A complete listing of tobacco and nicotine-cessation resources can be found at <http://www.tobaccofreesolano.org> which is included as a link on the First 5 website.

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

TO: Members of the Governing Board

**SUBJECT: RATIFICATION OF CONTRACT CHANGE ORDER #9 TO
VACA VALLEY EXCAVATING & TRUCKING, INC. FOR
THE VACAVILLE CENTER INTERSECTION
IMPROVEMENTS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

On October 4, 2017 the Board approved Change Order #1 for additional work related to PGE facilities. On December 20, 2017 the Board approved Change Order #2 for a time extension due to weather conditions impacting ability to slurry coat. On February 7, 2018, the Board approved a no cost time extension Change Order #3. On March 7, the Board approved Change Order #4 for unforeseen conditions and an agency requirement. On April 4, the Board approved Change Order #5 no cost time extension for delay in City submittal approval for traffic loop detection wire, and on May 5, 2018 the Board approved Change Order #6 no cost time extension related to City approval of wire. On June 6, the Board approved Change Order #7, a no cost time extension due to further delay related to City approval for traffic loop detection wire and additional City requirements, the Board approved Change Order #8 for additional scope required by the City during the preliminary punch walk and labor for removal and replacement of wire.

This Change Order #9 is a time and materials change order for additional monitoring by the electrical contractor that is now required by the City during the controls cabinet manufacturer's installation of additional components. This amount is not to exceed \$1,200.

Summary of Contract:

\$ 878,500.00	Original Contract Sum
\$ 48,455.62	Previous Approved Change Orders (8)
<u>\$ 1,200.00</u>	Proposed Change Order #9
\$ 928,155.62	New Contract Sum Including Change Order #9

The Board is asked to ratify Change Order #9 to Vaca Valley Excavating & Trucking, Inc. in the amount of \$1,200.00.

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



Change Order

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

Swinerton Management & Consulting

Change Order # 9
 Project No.: 17-007
 Date: 3-Oct-18

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.

--- Electrical subcontractor oversight of cabinet component install by manufacturer as directed by City of Vacaville, time and materials not to exceed.

\$1,200.00

TOTAL COST OF CHANGE ORDER	ADD	\$1,200.00
	Deduct	\$0
FINAL CHANGE ORDER AMOUNT		\$1,200.00

Original Contract Sum:	\$ 878,500.00
Total change By Previous Change Orders:	\$ 48,455.62
Contract Sum Prior to This Change Order:	\$ 926,955.62
Original Contract Sum will be Increased by This Change Order:	\$1,200.00
The New Contract Sum Including This Change Order Will Be:	\$ 928,155.62
The Original Contract Completion Date:	12-Dec-18
Contract Time Will be Changed by This Change Order:	0 days
The Current Contract Completion Date is:	18-Jul-18

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: **CONTRACT AMENDMENT #1 TO HAZARD
MANAGEMENT SERVICES, INC. FOR PROFESSIONAL
SERVICES FOR THE LIBRARY/ LEARNING RESOURCE
CENTER (BUILDING 100 REPLACEMENT) PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On September 05, 2018 the Board approved a professional services agreement in the amount of \$12,150 with Hazard Management Services, Inc. to provide hazardous material testing services for the Library / Learning Resource Center (Building 100 Replacement) Project.

Board approval is requested to remove testing scope from Hazard Management Services' contract through a deductive addendum. Testing of the existing portable buildings is no longer needed for

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: 3225; 3520</i>	<i>Estimated Fiscal Impact: (-\$3,175.00) 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

Robert V. Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

September 21, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 3, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO HAZARD
MANAGEMENT SERVICES, INC. FOR PROFESSIONAL
SERVICES FOR THE LIBRARY/ LEARNING RESOURCE
CENTER (BUILDING 100 REPLACEMENT) PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

the project; a previously completed study will be used.

\$ 12,150	Original Contract Amount
<u>\$ -3,175</u>	Proposed Deductive Amendment #1
\$ 8,975	New Contract Amount

The Board is asked to approve this contract Amendment #1 to Hazard Management Services, Inc. in the deductive amount of (-\$3,175). Hazard Management Services' new contract amount will be \$8,975.

The contract 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 **Hazard Management Services, Inc.** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated **September 5, 2018** for services related to the **Library/ Learning Resource Center (Building 100 Replacement) Project**.

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services being performed for the **Library/ Learning Resource Center (Building 100 Replacement) 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 3 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 **Eight Thousand Nine Hundred Seventy Five Dollars and 00/100 (\$8,975.00)**. This fee is a total of the September 5, 2018 Agreement amount of \$12,150, and Amendment #1 in the deductive amount of (-\$3,175).

2. The language in Exhibit A is modified to read:

Consultant to perform hazardous material testing for the entire 100 building prior to demolition. At a minimum the consultant shall provide the following services;

- Conduct inspections, including bulk sampling and comprehensive reporting to identify hazardous materials, including, but not limited to; asbestos, lead and other heavy metals, mold, and polychlorinated biphenyls (PCBs).
- Sampled materials shall be defined, thoroughly described (or pictured), quantified and mapped.
- Consultant to develop abatement project specifications to include site specific procedures and disposal requirements.
- The survey/ report to be appropriate and sufficient for contractors to bid/ price the demolition of the buildings.
- Maintain the required Cal/OSHA and California Department of Public Health Certifications.
- Abatement project monitoring is not included in this contract scope of services and will be contracted for separately at a later time.

Deliverables:

- Provide an electronic file of draft report, including testing results for District review and comment.
- Provide an electronic file of Final Report, including testing results.
- Provide an electronic file of draft site specific Abatement Project Specifications for District review and comment.

- Provide an electronic file of Final site specific Abatement Project Specifications to be used for bidding and demolition of these buildings.

Schedule:

- Start of Work/Project Kick-Off Meeting: September 17, 2018
- Submit Draft Survey/ Report, including test results: By October 15, 2018
- Submit Draft site specific Abatement Project Specifications: By October 15, 2018
- Submittal of Final Survey/ Report and Final Abatement Technical Specifications: By October 31, 2018

This amendment modifies the consultant’s scope of work to reduce the areas of hazardous materials testing for the above named project:

- Hazardous materials testing removed from Consultant’s scope of work at the old portable buildings. All hazardous materials testing will be for only Building 100.

3. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) 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 amendment(s).
4. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District’s Governing Board approves this Amendment.

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

Dated: _____, 2018

Dated: _____, 2018

SOLANO COMMUNITY COLLEGE DISTRICT

HAZARD MANAGEMENT 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: **CONTRACT AWARD TO INTEGRITY DATA & FIBER, INC. FOR CONSTRUCTION SERVICES FOR THE PORTABLES LOW VOLTAGE REVISIONS PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for award of a contract to Integrity Data & Fiber, Inc., for the Portables Low Voltage Revisions Project, a Small Capital Project. The scope of work includes all labor, materials, equipment, and supplies necessary for the installation of a new 12 strand SMFO cable and a 25 pair copper cable from a nearby underground vault to portable 1102. Work includes a hand vacuum dug trench and installation of two 2” underground conduits.

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: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$16,295.00 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

Robert V. Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

September 21, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 3, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO INTEGRITY DATA & FIBER,
INC. FOR CONSTRUCTION SERVICES FOR THE
PORTABLES LOW VOLTAGE REVISIONS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was requested from Integrity Data & Fiber, Inc. due to their expertise and familiarity with the existing campus-wide low voltage system. The proposal was reviewed, and the proposed pricing was determined to be fair and appropriate to the scope of work requested.

The Board is asked to approve a contract to Integrity Data & Fiber, Inc. in the amount of \$16,295.00.

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 QUALITY SOUND FOR
CONSTRUCTION SERVICES FOR THE PORTABLES
LOW VOLTAGE REVISIONS PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for award of a contract to Quality Sound, for the Portables Low Voltage Revisions Project, a Small Capital Project. The scope of work includes all labor, materials, equipment, and supplies necessary for the relocation of the existing Fire Alarm Control Panel in Building 1101 to Building 1102. Buildings 1101 and 1104 will be removed from the campus the summer of 2019 and the current fire alarm systems needs to be reconfigured to protect only portable buildings 1102 & 1103.

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: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$11,450.00 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

Robert V. Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

September 21, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 3, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO QUALITY SOUND FOR
CONSTRUCTION SERVICES FOR THE PORTABLES
LOW VOLTAGE REVISIONS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Quality Sound was contacted to provide a proposal for this work due to their expertise and familiarity with the existing campus Fire Alarm System. Their proposal was reviewed, and the proposed pricing was determined to be fair and appropriate to the scope of work requested.

The Board is asked to approve a contract to Quality Sound in the amount of \$11,450.00.

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 YOCHA DEHE WINTUN
NATION FOR CULTURAL RESOURCES MONITORING
SERVICES FOR PORTABLES LOW VOLTAGE
REVISIONS PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested to award a professional services agreement to Yocha Dehe Wintun Nation to provide cultural resources monitoring services to meet California Environmental Quality Act (CEQA) requirements for the Portables Low Voltage Revisions Project. The scope of this contract includes monitoring of ground-disturbing work (trenching of approximately 150' for installation of new low voltage conduit.)

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

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$2,258 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

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

September 21, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 3, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO YOCHA DEHE WINTUN
NATION FOR CULTURAL RESOURCES MONITORING
SERVICES FOR PORTABLES LOW VOLTAGE
REVISIONS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Yocha Dehe has been determined to be the Most Likely Descendent for cultural resources which might exist below ground on the Fairfield Campus.

The contract amount has been established to allow up to 20 hours of monitoring. However, consultant will bill only actual hours of monitoring required by construction ground disturbing activities.

The Board is asked to ratify this contract to Yocha Dehe Wintun Nation in an amount not to exceed \$2,258.

The contract amendment 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: INITIAL PRESENTATION OF SOLANO COLLEGE
CHAPTER CCA/CTA/NEA'S, BARGAINING PROPOSAL
TO THE DISTRICT ON 2019-2020 INTERESTS**

REQUESTED ACTION:

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

SUMMARY:

Pursuant the Government Code Section 3547 and for the purpose of public notice (“sunshining”), the Solano College Chapter CCA/CTA/NEA, has submitted its bargaining proposal to the District to work with the District on the Solano College Faculty Association interests. Public comment on such proposal shall be received at the next Governing Board meeting scheduled for October 17, 2018.

The Solano College Faculty Association interests are attached.

STUDENT SUCCESS IMPACT:

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

Ed. Code:3547 Board Policy:2010 Estimated Fiscal Impact: Unknown

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

Mary Jones
Human Resources

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

September 21, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

October 3, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Solano College Chapter CCA/CTA/NEA
Solano College Faculty Association
October 3, 2018

The Solano College Chapter CCA/CTA/NEA, Solano College Faculty Association, hereby submits the following initial proposal for the 2019-2020 contract.

The Solano College Faculty Association has an interest in working with the district to:

- establish an ongoing budget structure that provides for a competitive compensation and benefits package, with regular increases, to attract and retain quality faculty.
- continue work on adjunct parity.
- adjust faculty workload in ways that balance needs of students, instructors, and the District.

To that end, we propose to open all articles in the Collective Bargaining Contract.

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

TO: Members of the Governing Board

SUBJECT: INITIAL PRESENTATION OF SOLANO COMMUNITY COLLEGE DISTRICT BARGAINING PROPOSAL TO THE SOLANO COLLEGE CHAPTER CCA/CTA/NEA ON 2019-2020 INTERESTS

REQUESTED ACTION:

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

SUMMARY:

The Solano Community College District and the Solano College Chapter CCA/CTA/NEA, are preparing to enter into negotiations for the period 2019-2020.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code:3547 Board Policy:2010 Estimated Fiscal Impact: Unknown

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Mary Jones
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

October 3, 2018
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

September 21, 2018
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: INITIAL PRESENTATION OF SOLANO COMMUNITY COLLEGE DISTRICT, BARGAINING PROPOSAL TO THE SOLANO COLLEGE CHAPTER CCA/CTA/NEA ON 2019-2020 INTERESTS

REQUESTED ACTION:

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

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This item introduces the District’s proposal to the Solano College Chapter CCA/CTA/NEA for the purpose of public notice (“sunshining”) to work with the Solano College Faculty Association on the following interest.

The District’s interest is the consideration of contract amendments that support academic excellence, fiscal stability, a positive work environment and a clear understanding of the roles and responsibilities of both faculty and management.

Pursuant to the Government Code Section 3547, public comment on such proposal shall be received at the next Governing Board meeting scheduled for October 17, 2018.