

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

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Chieh "Jessica" Kuo	Adjunct Instructor – Biology (not to exceed 67%)	1/11/2019

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Terry Anderson	Grounds Technician	General Fund	01/03/19 – 06/30/19	\$14.87/hr.
Yvonne Armstrong	Mail Courier	General Fund	12/14/18 – 06/30/19	\$14.25/hr.
Zachary Hammond	Student Services Assistant II-Financial Aid	Board Financial Assistance Program/Student Financial Aid Admin Fund	01/17/19 – 06/30/19	\$16.56/hr.
Keith Hayes	Vehicle Equipment Mechanic	General Fund	01/03/19 – 06/30/19	\$20.16/hr.
Vanessa Pimentel	Assistant Volleyball Coach	Volleyball Trust	01/17/19 – 05/31/19	\$16.56/hr.
Deidre Robinson	Special Project – HR	General Fund	01/03/19 – 01/31/19	\$25.00/hr.

Mary Jones
Human Resources

January 4, 2019, 2018

Date Submitted

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

January 16, 2019

Date Approved

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting

January 16, 2019

Page 2

Out of Class

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Tina Abbate	Enterprise Resource Analyst 100%	12/06/18 – 06/30/19	\$265.19/mo. \$1,635.86 Total
Jose Leal	Webmaster	09/01/18 – 06/30/19	\$455.86/mo. \$4,558.60 Total

GRATUITOUS SERVICE

<u>Name</u>	<u>School/Department</u>	<u>Effective</u>	<u>Assignment</u>
Tommy Purcell	Health & Science	1/17/2019	Tennis Coaching Assistant

**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

Academic Affairs
David Williams, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Elizabeth Andrews	Provide set design SCC spring musical My Fair Lady.	January 15, 2019 – April 3, 2019	Not to exceed \$2,500.00
Marilyn Ashlin	Provide outreach services for developing internship sites and work with career and technical programs to develop work-based learning opportunities.	January 16, 2019 – June 30, 2019	Not to exceed \$25,000.00
		July 1, 2019 – December 31, 2019	Not to exceed \$25,000.00
Michael Cook	Choreographer for SCC spring musical My Fair Lady.	January 17, 2019 – April 1, 2019	Not to exceed \$2,500.00
Davidson O'Brien	Provide sound design for SCC spring musical My Fair Lady.	January 17, 2019 – April 3, 2019	Not to exceed \$2,000.00

Robert V. Diamond

Vice President, Finance & Administration

January 7, 2019

Date Submitted

Celia Esposito-Noy, Ed.D.

Superintendent-President

January 16, 2019

Date Approved

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANTS

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

12/04/18	Vendor Payments	2511090473-2511090482	\$2,599,793.36
12/05/18	Vendor Payments	2511090483-2511090602	\$390,953.46
12/06/18	Vendor Payments	2511090603-2511090656	\$13,317.40
12/10/18	Vendor Payments	2511090657	\$3,272.97
12/10/18	Vendor Payments	2511090658-2511090663	\$76,826.75
12/10/18	Vendor Payments	2511090664	\$2,015.77
12/10/18	Vendor Payments	2511090665-2511090748	\$143,524.26

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

Ed. Code: 70902 & 81656 Board Policy: 3240 Estimated Fiscal Impact: \$5,342,535.92

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Robert V. Diamond
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Robert V. Diamond
Finance and Administration

VICE PRESIDENT APPROVAL

January 7, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

January 16, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANTS

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

12/14/18	Vendor Payments	2511090749-2511090826	\$15,823.73
12/17/18	Vendor Payments	2511090827-2511090828	\$359,533.76
12/17/18	Vendor Payments	2511090829-2511090837	\$194,552.08
12/18/18	Vendor Payments	2511090838-2511090985	\$1,313,423.00
12/18/18	Vendor Payments	2511090986-2511091039	\$147,975.52
12/20/18	Vendor Payments	2511091040-2511091058	<u>\$81,523.86</u>
TOTAL:			\$5,342,535.92

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: NOTICE OF COMPLETION FOR CONSTRUCTION SERVICES FOR THE LLRC SUNSCREEN MOCKUP PROJECT

REQUESTED ACTION:

- Information OR Approval
- Consent OR Non-Consent

SUMMARY:

Board approval is requested for the LLRC Sunscreen Mockup Project Notice of Completion. On November 30, 2018, RBH Construction, Inc. was awarded a contract for the LLRC Sunscreen Mockup Project. The scope of work included the fabrication and installation of the sunscreen mockup as designed by Noll & Tam Architects for the future LLRC project. The mockup was installed on the existing B100 building.

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.

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

Ed. Code:	Board Policy:	Estimated Fiscal Impact: \$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

January 4, 2019

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

January 16, 2019

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

RECORDING REQUESTED BY:

When recorded mail to:

Lucky Lofton, Executive Bonds Manager
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

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

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

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

NAMES

ADDRESSES

-
6. Work of modernization on the property hereinafter described was completed on: 1/16/2019
 7. The Project Name is: LLRC Sunscreen Mockup
 8. DSA Number (if applicable): Not Applicable
 9. The contractor for such work of modernization is: RBH Construction, Inc.
 10. The name of the contractor's Surety Co. is: Not Applicable
 11. The date of contract between the contractor and the above owner is 11/30/2018
 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: Installation of Sunscreen Mockup for future LLRC Project.

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- 10 DISTRICT AUTHORIZED
SIGNATURES - SIGNING AUTHORITY

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested to change District authorized signatures per the following official signature form and Resolution No. 18/19-10.

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: 85232, 85233</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
-------------------------------	----------------------	---------------------------------

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Robert V. Diamond
Vice President, Finance & Administration

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

January 7, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

January 16, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE SIGNATURES ON
OFFICIAL FINANCIAL DOCUMENTS**

RESOLUTION NO. 18/19-10

WHEREAS, In accordance with Education Code Sections 85232 and 85233, the Governing Board shall be responsible for authorizing a person or persons to sign official documents in its name and for filing the verified signature of such person or persons with the County Superintendent of Schools; now therefore be it

RESOLVED, That the authorized signatures for all official financial documents of the Governing Board of Solano Community College District including: journal entries, deposit permits, warrant register listing “Form 50,” payroll deduction certification summary, retirement detail/summary reconciliation form, payroll pre-lists, and accounts payable transmittal forms, shall be any one of the following:

A. MARIE YOUNG
BOARD PRESIDENT

CELIA ESPOSITO-NOY
SUPERINTENDENT-PRESIDENT

ROBERT DIAMOND
VICE PRESIDENT, FINANCE AND ADMINISTRATION

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE SIGNATURES ON
OFFICIAL FINANCIAL DOCUMENTS**

RESOLUTION NO. 18/19-10

(Continuing – Page 2)

GREGORY BROWN
VICE PRESIDENT, STUDENT SERVICES

DAVID WILLIAMS
VICE PRESIDENT, ACADEMIC AFFAIRS

LUCKY LOFTON
EXECUTIVE BONDS MANAGER

SHANNON BECKHAM
CONTROLLER, FISCAL SERVICES

LAURA CONVENTO
BUSINESS OPERATIONS COORDINATOR, FINANCE AND ADMINISTRATION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE SIGNATURES ON
OFFICIAL FINANCIAL DOCUMENTS**

RESOLUTION NO. 18/19-10

(Continuing – Page 3)

PASSED AND ADOPTED this 16th day of January 2019 by the Governing Board of the
Solano Community College District.

A. MARIE YOUNG, 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. 18/19-11 DESIGNATION AND DISPOSAL/DISPOSITION OF DISTRICT SURPLUS EQUIPMENT AND PROPERTY – FURNITURE

REQUESTED ACTION:

- Information OR Approval
Consent OR Non-Consent

SUMMARY:

In compliance with the 81000 series of the California Education Code for appropriate disposition methods and/or restrictions, staff is requesting approval of the attached Resolution No. 18/19-11 authorizing the disposition of miscellaneous furniture, including desks, tables, office chairs, file cabinets, shelving, and miscellaneous broken electronics currently in buildings 1100 and three dissection tables in building 300, room 306.

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 instructional equipment

Table with 3 columns: Ed. Code, Board Policy, Estimated Fiscal Impact

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

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

January 4, 2019

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

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

January 16, 2019

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

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

RESOLUTION NO. 18/19-11

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

WHEREAS, The Governing Board of the Solano Community College District has determined that the personal property, described as miscellaneous furniture, including desks, tables, office chairs, file cabinets, shelving, dissection tables, miscellaneous broken electronics, is unsatisfactory for retention and no longer need for instructional use; now therefore be it

RESOLVED, The Director of Facilities, with the approval of the Superintendent-President, is authorized to donate or dispose of said property.

PASSED AND ADOPTED, This 16th day of January 2019, by the Governing Board of the Solano Community College District.

A. MARIE YOUNG
BOARD PRESIDENT

CELIA ESPOSITO-NOY, Ed.D.
SECRETARY



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

CONTINUED FROM THE PREVIOUS PAGE

Asset No.	Description	For Surplus Items Only	
		Building No.	Room No.
N/A	(1) A.V. Cart	1100	
N/A	(2) Keyboard Pianos	1100	
N/A	(55) Student Desks	1100	
N/A	(1) Metal Handrail	1100	
N/A	(1) Green Plastic Chair	1100	
N/A	Misc. 2x4 Lumber	1100	
N/A	(1) Small Metal Table	1100	
N/A	(2) Typewriters	1100	
N/A	(6) Small Office Trashcans	1100	
N/A	(1) Mobile Desk	1100	
N/A	(39) Student Desks w/ attached chair	1101	
N/A	(1) Flip Top Table	1101	
N/A	(2) Bookshelves	1101	
N/A	(1) Grey Chair	1101	
N/A	(1) Blue Plastic Chair	1101	
N/A	(1) Teachers Desk	1101	
N/A	(1) Teachers Chair	1101	
N/A	(2) Under Desk Storage	1101	
N/A	(1) Small Table	1101	
N/A	(2) File Cabinets	1101	
N/A	(36) Student Desks w/ attached chair	1104	
N/A	(1) Storage Cabinet	1104	
N/A	(1) Hanging File Storage	1104	
N/A	(2) Small Tables	1104	
N/A	(1) Grey Chair	1104	



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

CONTINUED FROM THE PREVIOUS PAGE

Asset No.	Description	For Surplus Items Only	
		Building No.	Room No.
N/A	(3) Dissection Tables	B300	306

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO KLEIN EDUCATIONAL SYSTEMS, INC. FOR MECHANICAL DRIVES LEARNING SYSTEM

REQUESTED ACTION:

- Information OR Approval
Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a contract to Klein Educational Systems, Inc. for the procurement of four (4) mechanical system trainers used for instructional purposes in the MT 130 class of Advance Manufacturing & Robotics department. The trainers will provide students with methods of solving and troubleshooting problems, as well as safe working habits and techniques.

On December 5, 2018, the invitation for request for bids was solicited in accordance with state public bidding requirements. An evaluation of the apparent lowest bidder was done by staff.

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: Instructional equipment

Ed. Code: Board Policy: Estimated Fiscal Impact: \$178,798 Strong Workforce Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
NOT REQUIRED TABLE

Victoria L. Lamica,
Director of Purchasing & Support Service

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7259

TELEPHONE NUMBER

Robert V. Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

January 3, 2019

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

January 16, 2019

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO KLEIN EDUCATIONAL
SYSTEMS FOR MECHANICAL DRIVES LEARNING
SYSTEM**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Three bids were received:

	<u>BID</u>
Klein Educational Systems, Inc.	\$178,798
Sivad, Inc.	\$192,764
Technical Laboratory Systems, Inc.	\$226,072

It was determined that Klein Educational Systems, Inc. submitted the lowest responsible and responsive bid. It is recommended the Board award a contract to Klein Educational Systems, Inc. in the amount of \$178,798.

The Board is asked to approve a contract to Klein Educational Systems, Inc. in the amount of \$178,798.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: AMENDMENT #3 TO KITCHELL CAPITAL
EXPENDITURE MANAGERS, INC. FOR PROGRAM
MANAGEMENT SERVICES – PHASE 2

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for Amendment #3 to Kitchell Capital Expenditure Managers, Inc. (KCEM) for Phase 2 Program Management Services for Measure Q. On November 5, 2014, the Board approved a contract to KCEM in the amount of \$6,376,735. On August 19, 2015, the Board approved Amendment #1 to manage the following for the Fairfield Science Building Project: development of Criteria Documents, solicitation and selection of the design-builder, and procurement of construction management services. On March 21, 2018 the Board approved

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code:	Board Policy:	Estimated Fiscal Impact: \$26,398 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
V.P. Finance and Administration

VICE PRESIDENT APPROVAL

January 4, 2019

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

January 16, 2019

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

AGENDA ITEM 13.(d)
MEETING DATE January 16, 2019

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

TO: Members of the Governing Board

**SUBJECT: AMENDMENT #3 TO KITCHELL CAPITAL
EXPENDITURE MANAGERS, INC. FOR PROGRAM
MANAGEMENT SERVICES – PHASE 2**

SUMMARY:

Amendment #2 to extend the program management services for two years to May 30, 2020.

Amendment #2 included an allowance of labor hours for estimating and technical design review services. Additional estimating hours (197 hours, after exhausting the allowance) were needed for the Library/Learning Resource Center project, including hours for District requested informal and formal Value Engineering sessions and report.

Contract Summary:

\$ 6,376,735 Original Contract Amount

\$ 2,806,180 Previously Approved Amendments (2)

\$ 26,398 Proposed Amendment #3

\$ 9,209,313 New Contract Amount, including Amendment #3

The Board is asked to approve this amendment to Kitchell Capital Expenditure Managers, Inc. in the amount of \$26,398, resulting in a new contract amount of \$9,209,313.

The contract can be reviewed at: <http://www.solano.edu/measureq/planning.php>

AMENDMENT # 3 TO AGREEMENT

PARTIES

This Third Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **Kitchell Capital Expenditure Managers, Inc.** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated November 5, 2014 for **Program Management Services** ("Project"); and

WHEREAS, District and Consultant previously amended the Agreement on August 19, 2015, and March 21, 2018, and

WHEREAS, District and Consultant agree to amend the Agreement to add 197 estimating hours to the Phase 2 allowance for same,

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

AGREEMENT

1. Article 6.1 of the Agreement is amended to read in its entirety:
 Fee and Method of Payment: The District shall pay Program Manager an amount equal to Nine Million, Two Hundred Nine Thousand, Three Hundred Thirteen Dollars and No Cents (\$9,209,313). This fee is a total of November 5, 2014 Agreement in the amount of \$6,376,735, the August 19, 2015 Amendment #1 in the amount of \$138,180, and the March 21, 2018 Amendment #2 in the amount of \$2,668,000, and the January 16, 2019 Amendment #3 in the amount of \$26,398.
2. 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).
3. 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: _____, 2019

Dated: _____, 2019

SOLANO COMMUNITY COLLEGE DISTRICT

KITCHELL CAPITAL EXPENDITURE MANAGERS, 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: RATIFICATION AND APPROVAL OF PROPERTY EXCHANGE
AGREEMENT BETWEEN BELVEDERE AT NORTHGATE
HOMEOWNERS ASSOCIATION AND SOLANO COMMUNITY
COLLEGE DISTRICT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board ratification is requested for the Property Exchange Agreement (“Agreement”) entered into by the Solano Community College District (“District”) and Belvedere at Northgate Homeowners Association (“HOA”) where the parties agreed to convey and exchange certain portions of its properties within the Belvedere Residences community in Vallejo, in consideration for clarifying boundary lines to remove and/or settle any boundary line uncertainty and dispute.

STUDENT SUCCESS IMPACT:

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

Ed. Code: 81301, 81481, 81470 Board Policy: 3360 Estimated Fiscal Impact: N/A

SUPERINTENDENT’S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

January 4, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

January 16, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: RATIFICATION AND APPROVAL OF PROPERTY EXCHANGE AGREEMENT BETWEEN BELVEDERE AT NORTHGATE HOMEOWNERS ASSOCIATION AND SOLANO COMMUNITY COLLEGE DISTRICT

SUMMARY:

Under the Agreement, the parties will conduct due diligence on the parcels to be exchanged (i.e., Parcel H to be conveyed from District to HOA and Parcel F to be conveyed from HOA to District), including obtaining approval for a lot line adjustment of the portion of District's property to be conveyed to the HOA (i.e., referenced as Parcel M in the Agreement). The target deadline to consummate the various conveyances is after the lot line adjustment application for Parcel M is approved by the City of Vallejo, or by May 31, 2019, whichever is sooner.

At the October 3, 2018 Board meeting, in closed session, Board members, staff, and legal counsel discussed the various costs associated with the transaction, including other consideration and value which are being exchanged between the parties under the Agreement. The Board directed the Superintendent/President to proceed with finalizing the terms of the Agreement, pending approval of the Agreement by the HOA board. Upon receiving the HOA's signed Agreement, the District Superintendent/President signed the Agreement on November 26, 2018, and this date has been set as the Effective Date of the Agreement. The parties have been performing its due diligence with respect to the parcels to be exchanged, and will soon procure a surveyor to commence the survey work required under the Agreement.

District staff now requests that the Board ratify the actions taken by the District Superintendent/President, which included executing and performing all next steps necessary under the Agreement. All terms and obligations are further detailed in the Agreement, which is available in the Superintendent-President Office upon request.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: AMENDMENT TO JOINT USE AGREEMENT BETWEEN
THE CITY OF FAIRFIELD AND SOLANO COMMUNITY
COLLEGE

REQUESTED ACTION:

- Information OR Approval
- Consent OR Non-Consent

SUMMARY:

The City of Fairfield and Solano Community College are parties to a Joint Use Agreement dated November 21, 2013, which provides for the joint use of a video studio and related facilities in TV Room 121, located in a building owned by the College located at 4000 Suisun Valley Road in Fairfield, CA.

The term of the Original Agreement expired on November 21, 2018 with an option for the City of Fairfield to renew for an additional 5 years. The City of Fairfield desires to extend the term of the Agreement for an additional five years and continue to jointly use the Studio and related equipment to operate and maintain public, educational, and governmental television programming (PEG Access).

STUDENT SUCCESS IMPACT:

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

Ed. Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7102

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

January 4, 2019

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

January 4, 2019

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**AMENDMENT TO JOINT USE AGREEMENT BETWEEN
THE CITY OF FAIRFIELD AND SOLANO COMMUNITY COLLEGE**

THIS AMENDMENT TO THE JOINT USE AGREEMENT (“Amendment”) is made and entered into on January 17, 2019, by and between the City of Fairfield (“the City”), a municipal corporation, and Solano Community College (the “College”), a California community college district.

Recitals

- A. The City and the College are parties to that certain Joint Use Agreement Between the City of Fairfield and Solano Community College (“Original Agreement”), dated November 21, 2013, which provides for the joint use of a video studio and related facilities in TV Room 121 (the “Studio”), located in a building owned by the College located at 4000 Suisun Valley Road in Fairfield, CA (“the Site”).
- B. The Original Agreement and this Amendment are collectively referred to herein as the “Agreement.” There have been no other amendments to or modifications to this Agreement other than the ones specified herein.
- C. The term of the Original Agreement expired on November 21, 2018 with an option for the City to renew for an additional 5 years. The desires to extend the term of the Agreement for an additional five years and continue to jointly use the Studio and related equipment (collectively, the “Studio Facilities”) to operate and maintain public, educational, and governmental television programming (PEG Access), and provided notice to the College requesting the renewal as provided by the Agreement.
- D. The College and City desire to extend the Agreement and update the terms of the Agreement regarding joint use, maintenance, and operation of the Studio.
- E. The College is authorized pursuant to Article 6 of Chapter 2 of Part 49 of Division 5 of Title 5 of the California Education Code (commencing with Section 81420), to enter into an agreement with a city for the joint occupancy and use of a building following a determination that such joint occupancy and use of the building will not interfere with the educational program or activities of any school or class conducted upon the real property or in any such building.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and College hereby agree as follows:

1. **Term.** Section 1, of the Agreement is hereby amended to read as follows:

Section 1. Term.

A. The term of this Agreement shall commence on the date of this Agreement and end on December 17, 2023, unless terminated earlier, as provided for in this Agreement.

B. Subject to approval by the College, the City shall have the option to renew the Agreement for an additional term of five years following expiration of the term. To

exercise this option to renew, the City must give the College written notice at least 30 days before the expiration of the Term.

2. **Joint Use.** Section 2 of the Agreement is hereby amended to read as follows:

Section 2. Joint Use.

A. Subject to the terms and conditions of this Agreement, the College hereby agrees to permit the City to use the Studio Facilities between the hours of 8:00 AM and 5:00 PM, depending upon the College's teaching schedule, Monday through Friday, and during such other times with arrangement between the City and the College. Notwithstanding the preceding sentence, the City shall have access at all times to the head-end in the Studio Facilities.

B. The College shall have use of the Studio Facilities at all times that the City is not using the Studio Facilities as provided in paragraph A of this section. The College intends to use the Studio Facilities to provide student instruction but agrees that the City equipment will not be used by faculty or staff for other than instructional and production purposes.

C. In consideration for the City's use of the Studio Facilities, the City shall continue to maintain and/or replace outdated equipment identified in Exhibit A (the "City Equipment"). Title to the City Equipment in the Studio Facility shall be held solely by the City. All of the City's Equipment shall remain the personal property of the City and shall not be treated as real property or become a part of the Studio Facilities. Any renovations or modifications to the Studio Facilities proposed by the City shall require the express written approval of the College.

D. The College shall not permit any person to use the City Equipment in the Studio Facilities unless the person has been properly trained to use such equipment. Enrollment in, or completion of, one of the following courses, or an equivalent course approved by the Vice-President of Academic Affairs or his/her designate, shall satisfy this condition:

TV 055 Beginning Television Production
TV 056 Advanced Television Production
COMM 075 Sports Broadcasting
COMM 075B Sports Broadcasting
CINA 015 Film Production
CINA 016 Film Production

E. The College retains the right to modify the Studio Facilities, excluding the City Equipment, the building that the Studio is contained within, and any other portion of the facility with written notification to the City. The College agrees not to begin construction until the City's Equipment is either removed or protected from damage as a result of such modification.

3. **Maintenance and Operations.** Section 3 of the Agreement is hereby amended to read as follows:

Section 3. Maintenance and Operations.

A. The College shall be responsible for providing and bearing the cost of all utilities, including gas, electricity, water, sewer, telecommunications, internet connectivity, data communication, and janitorial and security services.

B. The College and the City shall keep the Studio Facilities in good operating condition. The City shall be responsible for regular maintenance, replacement, and repair of the City Equipment, up to and including all cabling and other infrastructure (up to the connection point) required to run the Equipment. The College shall be responsible for regular maintenance and repair of the Studio Facilities, excluding the City Equipment as defined herein.

C. All cables, microphones, camera equipment and other television programming equipment shall be safely stored by the users of the equipment.

D. The party responsible for any damage or destruction to, or loss of, any portion of the Studio Facilities shall be obligated to repair or replace such portion of the damaged, destroyed or lost Studio Facilities; provided, however, that with respect to the City Equipment, the City shall have sole discretion to determine the appropriate means of repair or replacement. Notwithstanding any provision to the contrary, in the event that the College is responsible for any damage or destruction to, or loss of any portion of the Studio Facilities and fails to repair or replace such damaged, destroyed or lost Studio Facilities within six months of the occurrence of the damage, destruction or loss, the City shall have the right to terminate this Agreement upon 30 days written notice to the College and waives any and all rights to further compensation and damage claims.

4. **Replacement of the Existing Building on the Site.** Section 7(A) of the Agreement is hereby amended to read as follows:

A. The City and the College acknowledge that the College anticipates constructing a new building to replace the existing building at the Site, where the College plans to relocate the Studio Facilities (the "Replacement Facilities"). The College shall include the City in the design process regarding the TV Studio and the TV equipment within and intends to include the City as a partner in the design process, as long as the agreement is in force. The City agrees that the previous sentence does not include approval rights for the design of the building.

5. Section 7(E) of the Agreement is deleted in its entirety.

6. **Indemnification.** The following Section 8(B) shall be added to Section 8 the Agreement and the subsequent Sections adjusted accordingly:

B. The College shall indemnify and hold harmless the City, its directors, officers, agents, employees and volunteers from and against any and all claims or other injury, including costs of litigation and attorneys' fees, arising from or in connection with claims or loss or damage to person or property arising out of the failure to comply with any

applicable laws, rules, regulations or other requirements of local, state or federal authorities, for claims of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or at equity which, directly or indirectly, result from the College's performance of this Agreement

7. **Subcontract and Assignment.** Section 13 shall be amended to read as follows:

Section 13. Subcontract and Assignment. Neither the City nor the College shall assign its rights, duties or privileges under this Agreement, nor shall the City or College subcontract or attempt to confer any of its rights, duties or privileges under this Agreement on any third party without the written consent of the other Party. Any such attempt without the other Party's written consent shall be void.

8. **Ratification/Entire Agreement.** City and College do hereby ratify and affirm all of the terms, conditions and covenants of the Agreement as amended by this Amendment. The Original Agreement and Amendment, along with any exhibits and attachments thereto, constitute the entire agreement between the City and the College. This Agreement may be altered, amended or revoked only by an instrument in writing signed by both the City and the College.

9. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of California.

10. **Counterparts.** This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

11. **Full Force and Effect.** Except as expressly modified or supplemented by this Amendment, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this First Amendment, all as of the day and year first written above.

CITY OF FAIRFIELD

SOLANO COMMUNITY COLLEGE

DAVID A. WHITE
CITY MANAGER

DR. CELIA ESPOSITO-NOY
SUPERINTENDENT-PRESIDENT

DATE

DATE

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RESOLUTION NO. 18/19-12 PROCLAIMING FEBRUARY
2019 AS BLACK HISTORY MONTH AT SOLANO
COMMUNITY COLLEGE

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

The theme for February 2019 National Black History Month is “Black Migrations”.
Board approval is requested to proclaim February 2019 as Black History Month at Solano Community College.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
SUPERINTENDENT’S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Gregory S. Brown Vice President, Student Services		
PRESENTER’S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President
707-864-7159		
TELEPHONE NUMBER		
Gregory S. Brown, Student Services		January 16, 2019
VICE PRESIDENT APPROVAL		DATE APPROVED BY SUPERINTENDENT-PRESIDENT
January 7, 2019		
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING FEBRUARY 2019 AS BLACK
HISTORY MONTH AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 18/19-12

WHEREAS, The Solano Community College District Governing Board honors the heritage of African Americans and acknowledges their many contributions to our Nation; and

WHEREAS, the 2019 National Black History Month Theme is “Black Migrations”; and

WHEREAS, Dr. Carter Woodson established Black History Month Week in February 1925, choosing a month that marks the birthdays of two important men who greatly impacted the American black population, Abraham Lincoln and Frederick Douglass; and

WHEREAS, in the year 1976, the observance was expanded to Black History Month; and

WHEREAS, the theme of this years’ celebration focuses especially on the twentieth century and emphasizes the movement of people of African Descent to new destinations and subsequently to new social realities; and

WHEREAS, this month holds great significance from the many milestones it contains: on February 23, 1868, the civil rights leader and co-founder of the NAACP, W.E.B. DuBois, was born; on February 3, 1870, the 15th Amendment, granting blacks the right to vote, was passed; on February 12, 1909, the NAACP was founded; and on February 1, 1960, a civil rights movement milestone occurred when a group of black college students began a sit-in at a segregated Woolworth’s lunch counter in Greensboro, NC; now therefore be it

RESOLVED, that the Solano Community College District Governing Board proclaims February 2019, as Black History Month.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING FEBRUARY 2019 AS BLACK
HISTORY MONTH AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 18/19-12

(Continuing – Page 2)

PASSED AND ADOPTED, This 16th day of January 2019, by the Governing Board of
Solano Community College District.

**A. MARIE YOUNG
BOARD PRESIDENT**

**CELIA ESPOSITO-NOY
SECRETARY**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: MID-YEAR FINANCE UPDATE

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Vice President Robert Diamond will provide a general fund financial update for the first half of the 2018-19 fiscal year including:

- Prior year trends in revenues, expenditures, and fund balance
- 2018-19 budget-to-actual comparisons of revenues, expenditures, and fund balance
- Reserve levels
- Prior year trends in Full Time Equivalent Students (FTES)
- 2018-19 FTES

STUDENT SUCCESS IMPACT:

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

Ed. Code: _____ *Board Policy:* 3020 *Estimated Fiscal Impact:* _____

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Robert V. Diamond
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Robert V. Diamond
Finance & Administration

VICE PRESIDENT APPROVAL

January 4, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

January 16, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: 2019 TRAVEL REIMBURSEMENTS

REQUESTED ACTION:

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

SUMMARY:

AP 4480 provides for an employee, student, or other person to participate in a conference or district-related travel and be reimbursed for their travel costs. It is the intent of the District to update the reimbursement rates each year, as the IRS establishes standard permissible reimbursement rates. For 2019, the IRS rates to be used for reimbursement will be as follows:

AP 4480 provides that payment of mileage for personal cars used on approved trips shall be at the rate per mile established by the Internal Revenue Service. The IRS published rate for 2019 is \$0.585 per mile.

CONTINUED TO 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: Fiscal Controls

<i>Ed. Code:</i>	<i>Board Policy: 4480</i>	<i>Estimated Fiscal Impact:</i>
SUPERINTENDENT'S RECOMMENDATION:	<input type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
Robert V. Diamond Vice President, Finance and Administration	<input checked="" type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
PRESENTER'S NAME		Celia Esposito-Noy, Ed.D. Superintendent-President
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		
(707) 864-7209		
TELEPHONE NUMBER		
Robert V. Diamond Finance & Administration		
VICE PRESIDENT APPROVAL		
January 4, 2019		January 16, 2019
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		DATE APPROVED BY SUPERINTENDENT-PRESIDENT

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

TO: **Members of the Governing Board**
SUBJECT: **2019 TRAVEL REIMBURSEMENTS**

REQUESTED ACTION:

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

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

AP 4480 also provides that employees shall be provided a meal per diem allowance at the IRS base per diem rate. In 2019, the base IRS per diem rates are \$13 for breakfast, \$14 for lunch, and \$23 for dinner. In addition, AP 4480 allows for a payment of \$5.00 for incidentals, (the IRS approved rate) for each 24-hour travel period. The following table summarizes the 2019 reimbursement rates, with a comparison to the 2018 rates:

Rate	2019	2018
Mileage	\$0.585 per mile	\$0.545 per mile
Breakfast per diem	\$13	\$11
Lunch per diem	\$14	\$12
Dinner per diem	\$23	\$23
Incidentals	\$5	\$5