

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

TO: **MEMBERS OF THE GOVERNING BOARD**

SUBJECT: **CONSENT CALENDAR - HUMAN RESOURCES**

REQUESTED ACTION: **APPROVAL**

EMPLOYMENT 2019-2020

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Start Date</u>
Robyn Brakel	Adjunct Instructor-Art/3D/Ceramics/Sculpture (not to exceed 67% FTE)	01/09/2020
Katherine Cox	Adjunct Instructor-Art/3D/Ceramics/Sculpture (not to exceed 67% FTE)	01/09/2020
Kurt Heffron	Adjunct Instructor-Art/3D/Ceramics/Sculpture (not to exceed 67% FTE)	01/09/2020

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Leonard Archie	Alternate Media Specialist	DSPS	10/17/19 – 06/30/20	\$18.90/hr.
Theresa Brunner	FYE Participation/Coordination	SEA Program	07/01/19 – 06/30/20	\$60.69/hr.
Samuel Bundenthal	ASTC Instructional Assistant	Basic Skills	10/17/19 – 06/30/20	\$16.56/hr.
Bobby Campo	Assistant Coach–Baseball	General Fund	10/17/19 – 05/31/20	\$16.66/hr.
Jared Denning	Assistant Coach-Baseball	General Fund	10/17/19 – 05/31/20	\$16.66/hr.
Douglas Green	Advanced Manufacturing Instructor	Strong Workforce	10/17/19 – 06/30/20	\$69.05/hr.
Marlene Stahl	ASTC Instructional Assistant	Basic Skills	10/17/19 – 06/30/20	\$16.56/hr.
Dmitriy Zhiv	FYE Participation/Coordination	SEA Program	07/01/19 – 06/30/20	\$71.72/hr.

Mary Jones
Human Resources

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

October 04, 2019
Date Submitted

October 16, 2019
Date Approved

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting

October 16, 2019

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Resignation

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Maria Isip-Bautista	ASTC Coordinator/Adjunct Faculty (7 years, 8 months service)	10/19/2019
Andrea Moreno	Student Services Generalist (2 years, 1 month service)	10/11/2019
Bradley Starkey-Owens	Alternate Media Specialist (3 years, 5 months service)	10/11/2019

GRATUITOUS SERVICE

<u>Name</u>	<u>School/Department</u>	<u>Effective</u>	<u>Assignment</u>
Samuel Bundenthal	Liberal Arts	10/16/19 – 05/31/20	Classroom Observation and Tutor-ESL

**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>
Miguel Solano	Lighting design for Clybourne Park. Attend production meeting and tech rehearsals, and provide notes/feedback when requested.	October 17, 2019 – November 20, 2019	Not to exceed \$1,250.00
Crystal Jones	Lighting design for Getting Out. Attend production meetings and tech rehearsals, and provide notes/feedback when requested.	October 17, 2019 – November 20, 2019	Not to exceed \$1,250.00
Johnathan Burton	Provide one-on-one vocal instruction to two students for a maximum of eight hours per student.	October 17, 2019 – December 09, 2019	Not to exceed \$800.00

Robert V. Diamond
Vice President, Finance & Administration

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

October 16, 2019
Date Submitted

October 4, 2019
Date Approved

Academic Affairs Cont'd
David Williams, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Jocelyne Contreras Ortiz	Artist will create a 6" x 12" mural for the undocumented student week of action. Will host a screen printing and letter pressing activity.	October 17, 2019 – October 17, 2019	Not to exceed \$150.00

Student Services
Robert Diamond, Vice President of Finance and Administration

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Aequalis, Inc. dba The Core Ensemble	Performance of musical theatre "Tres Vidas".	November 17, 2019 – November 17, 2019	Not to exceed \$2,500.00
Janet Stickmon	Reading from "To Black Parents Visiting Earth: Raising Black Children in the 21 st Century; Q&A and Discussion	November 17, 2019 – November 17, 2019	Not to exceed \$200.00

Robert V. Diamond Vice President, Finance & Administration	Celia Esposito-Noy, Ed.D. Superintendent-President
October 16, 2019 Date Submitted	October 4, 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:

9/3/2019	Vendor Payments	11095410-11095413	\$71,804.00
9/3/2019	Vendor Payments	11095414-11095486	\$194,937.79
9/4/2019	Vendor Payments	11095487-11095490	\$841.07
9/4/2019	Vendor Payments	11095491	\$285.95
9/4/2019	Vendor Payments	11095492	\$4,555.60
9/4/2019	Vendor Payments	11095493-11095500	\$94,828.53
9/11/2019	Vendor Payments	11095501-11095502	\$93,755.86

CONTINUED ON 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

<i>Ed. Code: 70902 & 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$2,801,678.66</i>
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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

October 4, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 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:

9/11/2019	Vendor Payments	11095503-11095505	\$23,857.50
9/12/2019	Vendor Payments	11095506-11095513	\$45,529.56
9/12/2019	Vendor Payments	11095514-11095596	\$163,654.15
9/16/2019	Vendor Payments	11095597-11096241	\$186,239.41
9/18/2019	Vendor Payments	11096242	\$15,904.67
9/18/2019	Vendor Payments	11096243-11096300	\$76,317.58
9/18/2019	Vendor Payments	11096301-11096304	\$4,105.34
9/24/2019	Vendor Payments	11096305-11096311	\$176,379.09
9/24/2019	Vendor Payments	11096312-11096316	\$8,006.48
9/24/2019	Vendor Payments	11096317-11096372	\$313,157.84
9/24/2019	Vendor Payments	11096373-11096381	\$5,004.89
9/24/2019	Vendor Payments	11096382-11096387	\$22,321.55
9/25/2019	Vendor Payments	11096388-11096440	\$131,432.94
9/30/2019	Vendor Payments	11096441-11096486	\$136,153.04
TOTAL			<u>\$1,769,072.84</u>

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

TO: Members of the Governing Board
**SUBJECT: SOLANO COMMUNITY COLLEGE DISTRICT BOARD
GOALS 2019-2020**

REQUESTED ACTION:

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

SUMMARY:

At the June 22, 2019 Board Retreat, goals were identified for the Solano Community College District Board of Trustee. Approval is requested at this time.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT’S RECOMMENDATION:

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

A. Marie Young
Board President

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

October 4, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

October 16, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Solano Community College District Governing Board Goals 2019-2020

Summary:

In addition to the annual goals the Governing Board sets for student equity and success as well as organizational goals set for the Superintendent-President, the Governing Board of Solano Community College identifies goals for its members and operations. The following goals were identified at the June 22, 2019 Board Retreat and crafted by an ad hoc committee.

Board of Trustee Goals 2019-2020

Advocacy -- Focus efforts on legislation that advances the California community college system and in particular Solano Community College. Lobby state and local legislatures to keep them apprised on Solano Community College's interests. Monitor and influence state legislation when related to the operations of Solano Community College and the success of its students, staff, and community.

Outreach -- Focus efforts on being present throughout the county, with local educational agency partners, and public and private organizations in order to better promote Solano Community College and its programs. Explore ways to increase presence in traditionally underserved communities to ensure greater partnership. Draft a board vision statement to appear on all board documents.

Dialogue -- Trustees will engage in meaningful and relevant dialogue. Utilize board study sessions to collaborate and receive stakeholder and staff feedback. Utilize committee assignments and structure for purposeful board member engagement. Utilize agenda time to share experiences relevant to these board goals.

Professional Growth -- Board members will participate in continued educational activities, such as conferences, seminars, and workshops, to enhance skills and increase understanding of trends that impact the success of our community.

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

TO: Members of the Governing Board

SUBJECT: RESOLUTION NO. 19/20-08 AUTHORIZING THE ISSUANCE OF THE SOLANO COMMUNITY COLLEGE DISTRICT (SOLANO COUNTY, CALIFORNIA) 2019 GENERAL OBLIGATION REFUNDING BONDS

CONTINUED FROM THE PREVIOUS PAGE

2012 General Obligation Bonds, Series B (Federally Taxable) (the “Series B Bonds”, and together with the Series A Bonds, the “Prior Bonds”).

The District now desires to refinance portions of the outstanding Prior Bonds (so refunded, the “Refunded Bonds”) through the issuance of general obligation refunding bonds (the “Refunding Bonds”) in an aggregate principal amount not-to-exceed \$115,000,000. All benefits from the refunding will be delivered to the property owners in the District. The final maturity of the Refunding Bonds will not be later than the maturity date of the Refunded Bonds (August 1, 2047).

(a) Resolution. This Resolution authorizes the issuance of the Refunding Bonds, in one or more series of federally taxable or federally tax-exempt bonds. The Resolution authorizes the issuance of the Refunding Bonds, specifies the basic terms, parameters and forms of the Refunding Bonds, and approves the form of Purchase Contract, Continuing Disclosure Certificate, Escrow Agreement and Preliminary Official Statement described below. In particular, Section 1 of the Resolution establishes the maximum aggregate principal amount of the Refunding Bonds to be issued (\$115,000,000). Section 4 of the Resolution states the maximum underwriting discount (0.35%) with respect to the Refunding Bonds, and authorizes the Refunding Bonds to be sold at a negotiated sale to Piper Jaffray & Co. and RBC Capital Markets, LLC (the “Underwriters”). The Resolution authorizes the issuance of current interest bonds only.

(b) Form of Purchase Contract. Pursuant to the Purchase Contract, the Underwriters will agree to buy the Refunding Bonds from the District. All of the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing of the Refunding Bonds, the final execution copy of the Purchase Contract will be prepared following this form.

(c) Form of Preliminary Official Statement. The Preliminary Official Statement (“POS”) is the offering document describing the Refunding Bonds which may be distributed to prospective purchasers of the Refunding Bonds. The POS discloses information with respect to, among other things, (i) the proposed uses of proceeds of the Refunding Bonds, (ii) the terms of the Refunding Bonds (interest rate, transfer terms, etc.), (iii) the bond insurance policy for the Refunding Bonds, if any, (iv) the security for repayment of the Refunding Bonds (the tax levy), (v) information with respect to the District’s tax base (upon which such *ad valorem* taxes may be levied), (vi) District

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

TO: Members of the Governing Board

SUBJECT: RESOLUTION NO. 19/20-08 AUTHORIZING THE ISSUANCE OF THE SOLANO COMMUNITY COLLEGE DISTRICT (SOLANO COUNTY, CALIFORNIA) 2019 GENERAL OBLIGATION REFUNDING BONDS

CONTINUED FROM THE PREVIOUS PAGE

financial and operating data, (vii) continuing disclosure with respect to the Refunding Bonds and the District, and (viii) absence of litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Refunding Bonds. Following the pricing of the Refunding Bonds, a final Official Statement for the Refunding Bonds will be prepared, substantially in the form of the POS.

(d) Form of the Continuing Disclosure Certificate. The form of the Continuing Disclosure Certificate can be found in APPENDIX C to the POS. Effective July 3, 1995, all underwriters of municipal bonds, are obligated to procure from a bond issuer a covenant that such public agency will annually file “material financial information and operating data with respect to the District” through the web-based Electronic Municipal Market Access (“EMMA”) system maintained by the Municipal Securities Rulemaking Board (which is the federal agency that regulates “broker-dealers,” including investment banking firms that underwrite municipal obligation issuance). This requirement is expected to be satisfied by the filing of the District’s audited financial statements and other operating information about the District, in the same manner the District has filed in connection with prior bond issuances. The purpose of the law is to provide investors in the Refunding Bonds with current information regarding the District. Similar laws have governed the corporate debt market for many years.

(e) Escrow Agreement. Pursuant to the Escrow Agreement, proceeds from the sale of the Refunding Bonds in an amount sufficient to redeem the Refunded Bonds will be deposited in the escrow funds (the “Escrow Fund”) held by U.S. Bank National Association (acting as “Escrow Agent”). The monies in the Escrow Fund will be used by the Escrow Agent to refund all or a portion of the Prior Bonds on the first respective available optional redemption dates following the closing of the Refunding Bonds (August 1, 2023). As a result of the deposit and application of funds so provided in the Escrow Agreement, the Refunded Bonds will be defeased and the obligation of Solano and Yuba Counties to levy *ad valorem* taxes for payment of the Refunded Bonds will cease.

FISCAL IMPACT

There is no fiscal impact to the General Fund resulting from the issuance of the Refunding Bonds.

AGENDA ITEM 13.(b)
MEETING DATE October 16, 2019

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 19/20-08 AUTHORIZING THE ISSUANCE OF
THE SOLANO COMMUNITY COLLEGE DISTRICT (SOLANO
COUNTY, CALIFORNIA) 2019 GENERAL OBLIGATION
REFUNDING BONDS**

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RECOMMENDATION

Staff recommends approval of Resolution #19/20-08 RESOLUTION AUTHORIZING THE ISSUANCE OF THE SOLANO COMMUNITY COLLEGE DISTRICT (SOLANO AND YUBA COUNTIES, CALIFORNIA) 2019 GENERAL OBLIGATION REFUNDING BONDS.

SOLANO COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 19/20-08

RESOLUTION AUTHORIZING THE ISSUANCE OF THE SOLANO COMMUNITY COLLEGE DISTRICT (SOLANO COUNTY, CALIFORNIA) 2019 GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, a duly called election (the “Election”) was held in the Solano Community College District (the “District”), Solano County (the “County”) and Yolo County (“Yolo County”, and together with the County, the “Counties”), State of California, on November 6, 2012 and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent or more vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$348,000,000, payable from the levy of an *ad valorem* property tax against the taxable property in the District (the “2012 Authorization”);

WHEREAS, pursuant to the 2012 Authorization, the District previously caused the issuance of (i) \$89,996,899.15 of Solano Community College District (Solano and Yolo Counties, California) Election of 2012 General Obligation Bonds, Series A (Federally Tax-Exempt) (the “Series A Bonds”) and \$30,000,000 of the Solano Community College District (Solano and Yolo Counties, California) Election of 2012 General Obligation Bonds, Series B (Federally Taxable) (the “Series B Bonds”, and together with the Series A Bonds, the “Prior Bonds”);

WHEREAS, pursuant to the Act (defined herein), this Board of Trustees (the “Board”) finds that the District is authorized to issue general obligation refunding bonds (the “Refunding Bonds”) to refund all or a portion of the outstanding Prior Bonds (so refunded, the “Refunded Bonds”);

WHEREAS, this Board desires to authorize the issuance of the Refunding Bonds in one or more Series of Taxable or Tax-Exempt Current Interest Bonds (as such terms are defined herein);

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation refunding bonds of the District, and whereas the indebtedness of the District, including this proposed issue of Refunding Bonds, is within all limits prescribed by law; and

WHEREAS, at this time the Board desires to appoint professionals related to the issuance of the Refunding Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SOLANO COMMUNITY COLLEGE DISTRICT, SOLANO AND YOLO COUNTIES, CALIFORNIA AS FOLLOWS:

SECTION 1. Purpose. To refund all or a portion of the currently outstanding principal amount of the Prior Bonds and to pay all necessary legal, financial, and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Refunding Bonds pursuant to the Act in an aggregate principal amount not-to-exceed \$115,000,000, in one or more Series of Taxable or Tax-Exempt Current Interest Bonds (each as defined herein), to be styled as the “Solano Community College District (Solano

and Yolo Counties, California) 2019 General Obligation Refunding Bonds” (the “Refunding Bonds”) (or such other name as set forth in the Purchase Contract (defined herein) with appropriate additional Series designation if more than one Series of Refunding Bonds are issued. Additional costs authorized to be paid from the proceeds of the Refunding Bonds are all of the authorized costs of issuance set forth in Government Code Section 53550(e) and (f) and Section 53587. Pursuant to Government Code Sections 53584 and 53587, the Board hereby determines it to be reasonably required to fund capitalized interest from proceeds of the Refunding Bonds for the purpose of paying interest on all or a portion of the Refunding Bonds.

SECTION 2. Paying Agent. The Board hereby appoints the Paying Agent, as defined herein, to act as paying agent, bond registrar, authentication agent and transfer agent for the Refunding Bonds on behalf of the District. The Board hereby authorizes the payment of the reasonable fees and expenses of the Paying Agent, as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Refunding Bonds may be paid in each year from *ad valorem* property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically Education Code Section 15232.

SECTION 3. Terms and Conditions of Sale. The Refunding Bonds are hereby authorized to be sold at a negotiated sale to the Underwriters (defined herein) upon the direction of the President/Superintendent of the District or the Vice President, Finance and Administration of the District. The Refunding Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

SECTION 4. Approval of Purchase Contract. The Purchase Contract, by and between the Underwriters (as defined herein) and the District, substantially in the form on file with the Secretary to the Board, is hereby approved and the President/Superintendent, the Vice President, Finance and Administration and such other officer or employee of the District as may be designated for such purpose (collectively, the “Authorized Officers”), each alone, are hereby authorized to execute and deliver the Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that (i) the maximum interest rates on the Refunding Bonds shall not exceed that authorized by law, and (ii) the underwriting discount, excluding original issue discount, shall not exceed 0.35% of the aggregate principal amount of the Refunding Bonds actually issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Refunding Bonds to be specified in the Purchase Contract for sale by the District up to \$115,000,000 and to enter into and execute the Purchase Contract with the Underwriters, if the conditions set forth in this Resolution are satisfied.

SECTION 5. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

- (a) **“Act”** means Government Code Sections 53550 *et seq.*
- (b) **“Authorizing Documents”** means the authorizing resolution(s), indenture, agreement or other legal document(s) pursuant to which the Prior Bonds were authorized and issued.
- (c) **“Beneficial Owner”** means, when used with reference to book-entry Refunding Bonds registered pursuant to Section 6 hereof, the person who is considered the beneficial owner of such Refunding Bonds pursuant to the arrangements for book-entry determination of ownership applicable to the Depository.

(d) **“Bond Insurer”** means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Refunding Bonds.

(e) **“Bond Payment Date”** means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing February 1, 2020 with respect to the interest on the Refunding Bonds, and August 1 of each year commencing August 1, 2020 with respect to the principal payments on the Refunding Bonds.

(f) **“Bond Register”** means the registration books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of Refunding Bonds will be recorded.

(g) **“Code”** means the Internal Revenue Code of 1986, as the same may be amended from time to time. Reference to a particular section of the Code shall be deemed to be a reference to any successor to any such section.

(h) **“Continuing Disclosure Certificate”** means that certain contractual undertaking executed by the District in connection with the issuance of the Refunding Bonds pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, dated as of the date of issuance of the Refunding Bonds, as amended from time to time in accordance with the provisions thereof.

(i) **“County”** means Solano County.

(j) **“Current Interest Bonds”** means Refunding Bonds, the interest on which is payable semiannually on each Bond Payment Date specified for each such Refunding Bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.

(k) **“Date of Delivery”** means the date of initial issuance and delivery of the Refunding Bonds, or such other date as shall be set forth in the Purchase Contract or Official Statement.

(l) **“Depository”** means, the entity acting as securities depository for the Refunding Bonds pursuant to Section 6(c) hereof.

(m) **“DTC”** means The Depository Trust Company, New York, New York, 55 Water Street, New York, New York 10041, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Refunding Bonds.

(n) **“Escrow Agent”** means U.S. Bank National Association, or any other successor thereto, in its capacity as escrow agent for the Refunded Bonds.

(o) **“Escrow Agreement”** means that certain agreement relating to the deposit and investment of funds to refund the Refunded Bonds, by and between the District and the Escrow Agent.

(p) **“Federal Securities”** means securities as permitted, in accordance with the respective Authorizing Documents, to be deposited with the Escrow Agent for the purpose of defeasing the Prior Bonds.

(q) **“Holder”** or **“Owner”** means the registered owner of a Refunding Bond as set forth in the Bond Register maintained by the Paying Agent pursuant to Section 6 hereof.

(r) **“Information Services”** means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System; or, such other services providing information with respect to called municipal obligations as the District may specify in writing to the Paying Agent or, in the absence of such written specification, as the Paying Agent may select.

(s) **“Moody’s”** means Moody’s Investors Service, Inc. a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the District.

(t) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(u) **“Official Statement”** means the Official Statement for the Refunding Bonds, as described in Section 17 hereof.

(v) **“Outstanding”** means, when used with reference to the Refunding Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Refunding Bonds canceled at or prior to such date;

(ii) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds shall have been delivered pursuant to Section 8 hereof; or

(iii) Refunding Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Refunding Bonds), in accordance with Section 19 of this Resolution.

(w) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(x) **“Paying Agent”** means initially U.S. Bank National Association, or such other Paying Agent as shall be named as such in the Purchase Contract or Official Statement, and afterwards any successor financial institution, serving as the authentication agent, bond registrar, transfer agent and Paying Agent.

(y) **“Purchase Contract”** means the contract or contracts for purchase and sale of the Refunding Bonds, by and between the District and the Underwriters. To the extent the Refunding Bonds are sold pursuant to more than one Purchase Contract, each shall be substantially in the form presented to the Board, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve.

(z) **“Record Date”** means the close of business on the fifteenth day of the month preceding each Bond Payment Date.

(aa) **“Series”** means any Refunding Bonds executed, authenticated and delivered pursuant to the provisions hereof and identified as a separate series of bonds.

(bb) **“S&P”** means S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, its successors and their assigns, or, if such entity shall be dissolved or liquidated or shall

no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the District.

(cc) **“Taxable Bonds”** means any Refunding Bonds the interest on which is not excludable from gross income for federal income tax purposes.

(dd) **“Tax-Exempt Bonds”** means any Refunding Bonds the interest on which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Refunding Bonds.

(ee) **“Term Bonds”** means those Refunding Bonds for which mandatory sinking fund redemption dates have been established in the Purchase Contract.

(ff) **“Treasurer-Tax Collector”** means the Treasurer-Tax Collector of the County or other comparable officer of the County.

(gg) **“Underwriters”** means Piper Jaffray & Co. and RBC Capital Markets, LLC, as Underwriters of the Refunding Bonds.

SECTION 6. Terms of the Refunding Bonds.

(a) Denomination, Interest, Date of Delivery. The Refunding Bonds shall be issued as fully-registered book-entry bonds, registered as to principal in denominations of \$5,000 principal amount or any integral multiple thereof. The Refunding Bonds will be initially registered in the name of “Cede & Co.,” as the Nominee of DTC.

Each Refunding Bond shall be dated the Date of Delivery, and shall bear interest at the rates set forth in the Purchase Contract from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from the Date of Delivery. Interest on the Refunding Bonds shall be payable on the respective Bond Payment Dates and shall be computed on the basis of a 360-day year of twelve 30-day months.

No Refunding Bond shall mature later than the final maturity date of the Refunded Bonds to be refunded from proceeds of such Refunding Bond.

(b) Redemption.

(i) Optional Redemption. The Refunding Bonds shall be subject to optional redemption prior to maturity as provided in the Purchase Contract or the Official Statement.

(ii) Mandatory Redemption. Any Refunding Bonds issued as Term Bonds shall be subject to mandatory sinking fund redemption as provided in the Purchase Contract or the Official Statement.

(iii) Selection of Refunding Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Refunding Bonds and less than all Outstanding Refunding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District,

shall select Refunding Bonds for redemption as so directed by the District and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Refunding Bonds for redemption as directed by the District and, if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that with respect to redemption by lot, the portion of any Refunding Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

The Purchase Contract may provide that (i) in the event that a portion of any Term Bond is optionally redeemed prior to maturity pursuant to Section 6(b)(i) hereof, the remaining mandatory sinking fund payments with respect to such Term Bonds shall be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000 principal amount, in respect to the portion of such Term Bond optionally redeemed, or (ii) within a maturity, Refunding Bonds shall be selected for redemption on a “Pro Rata Pass-Through Distribution of Principal” basis in accordance with DTC procedures, provided further that, such pro-rata redemption is made in accordance with the operational arrangements of DTC then in effect.

(iv) Redemption Notice. When optional redemption is authorized or required pursuant Section 6(b) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a “Redemption Notice”) of the redemption of the Refunding Bonds. Such Redemption Notice shall specify: the Refunding Bonds or designated portions thereof (in the case of redemption of the Refunding Bonds in part but not in whole) which are to be redeemed; the date of redemption; the place or places where the redemption will be made, including the name and address of the Paying Agent; the redemption price; the CUSIP numbers (if any) assigned to the Refunding Bonds to be redeemed, the Refunding Bond numbers of the Refunding Bonds to be redeemed in whole or in part and, in the case of any Refunding Bond to be redeemed in part only, the portion of the principal amount of such Refunding Bond to be redeemed; and the original issue date, interest rate and stated maturity date of each Refunding Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Refunding Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date thereon, and that from and after such date, interest thereon shall cease to accrue.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(A) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Refunding Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(B) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service to the Depository.

(C) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service to one of the Information Services.

(D) Such Redemption Notice shall be given to such other persons as may be required pursuant to the Continuing Disclosure Certificate.

A certificate of the Paying Agent or District that a Redemption Notice has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Refunding Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Refunding Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Refunding Bonds being redeemed with the proceeds of such check or other transfer. Such Redemption Notice may state that no representation is made as to the accuracy or correctness of CUSIP numbers printed thereon, or on the Refunding Bonds.

With respect to any Redemption Notice of Refunding Bonds (or portions thereof) pursuant to this section, unless upon the giving of such notice such Refunding Bonds or portions thereof shall be deemed to have been defeased pursuant to Section 19 hereof, such notice shall state that such redemption shall be conditional upon the receipt by an independent escrow agent selected by the District on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay the principal of, premium, if any, and interest on, such Refunding Bonds (or portions thereof) to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect, no portion of the Refunding Bonds shall be subject to redemption on such date and such Refunding Bonds shall not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter (but in no event later than the date originally set for redemption) give notice, to the persons to whom and in the manner in which the Redemption Notice was given, that such moneys were not so received. In addition, the District shall have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for redemption. The Paying Agent shall distribute a notice of the rescission of such Redemption Notice in the same manner as such notice was originally provided.

(v) Partial Redemption of Refunding Bonds. Upon the surrender of any Refunding Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Refunding Bond or Refunding Bonds of like tenor and maturity and of authorized denominations equal in principal amounts to the unredeemed portion of the Refunding Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Redemption Notice. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside as provided in Section 19 hereof, the Refunding Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Refunding Bonds to be redeemed as provided in Section 6(b)(i) hereof, together with interest accrued to such redemption date, shall be held in trust as provided in Section 19 hereof, so as to be available therefor on such redemption date, and if a Redemption Notice thereof shall have been given as aforesaid, then from and after such redemption date, interest on the Refunding Bonds to be redeemed shall cease to accrue and become payable. All money held for the redemption of Refunding Bonds shall be held in trust for the account of the Owners of the Refunding Bonds so to be redeemed.

(vii) Refunding Bonds No Longer Outstanding. When any Refunding Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions

of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be irrevocably held in trust for the payment of the redemption price of such Refunding Bonds or portions thereof, and accrued interest thereon to the date fixed for redemption, all as provided in this Resolution, then such Refunding Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

All Refunding Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Refunding Bond purchased by the District shall be cancelled by the Paying Agent.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Refunding Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Refunding Bonds in an authorized denomination. The ownership of each such Refunding Bond shall be registered in the Bond Register maintained by the Paying Agent in the name of the Nominee, as nominee of the Depository and ownership of the Refunding Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

With respect to book-entry Refunding Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Refunding Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to: (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Refunding Bonds; (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Refunding Bonds, including any Redemption Notice; (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Refunding Bonds to be prepaid in the event the District redeems such Refunding Bonds in part; (iv) or the payment by the Depository or any Participant or any other person, of any amount with respect to principal, premium, if any, or interest on book-entry Refunding Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Refunding Bond is registered in the Bond Register as the absolute Owner of such Refunding Bond for the purpose of payment of principal of and premium and interest on and to such Refunding Bond, for the purpose of giving notices of redemption and other matters with respect to such Refunding Bond, for the purpose of registering transfers with respect to such Refunding Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on book-entry Refunding Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on book-entry Refunding Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of principal of, premium, if any, and interest on book-entry Refunding Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word "Nominee" in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the Refunding Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in the Refunding Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the Refunding Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for the Refunding Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Refunding Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Refunding Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Refunding Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Refunding Bonds shall designate, in accordance with the provisions of this Section 6(c).

3. Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Refunding Bonds are held in book-entry form and registered in the name of the Nominee, all payments by the District or Paying Agent with respect to principal of and premium, if any, or interest on book-entry Refunding Bonds and all notices with respect to such Refunding Bonds, including Redemption Notices, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Refunding Bonds to Substitute Depository.

(A) The Refunding Bonds shall be initially issued as described in the Official Statement. Registered ownership of such Refunding Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its Nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Refunding Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Refunding Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all Outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Refunding Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Refunding Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or advance refunding of any Refunding Bonds evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Refunding Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Refunding Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Refunding Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Refunding Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Refunding Bonds.

SECTION 7. Execution of Refunding Bonds. The Refunding Bonds shall be signed by the President of the Board, or such other member of the Board authorized to sign on behalf of the President, by his or her manual or facsimile signature, and countersigned by the manual or facsimile signature of the Secretary to or Clerk of the Board, or the designees thereof, all in their official capacities. No Refunding Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Refunding Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Refunding Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 8. Paying Agent; Transfer and Exchange. So long as any of the Refunding Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its designated office all books and records necessary for the registration, exchange and transfer of the Refunding Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a

Refunding Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Refunding Bond for all purposes of this Resolution. Payment of or on account of the principal of, premium, if any, and interest on any Refunding Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Refunding Bonds, including interest, to the extent of the amount or amounts so paid.

Any Refunding Bond may be exchanged for Refunding Bonds of like tenor, Series, maturity and principal amount upon presentation and surrender at the designated office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Refunding Bond may be transferred on the Bond Register only upon presentation and surrender of the Refunding Bond at the designated office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Refunding Bond or Refunding Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the principal amount of the Refunding Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If any Refunding Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like Series, tenor, maturity and principal amount in exchange and substitution for the Refunding Bond so mutilated, but only upon surrender to the Paying Agent of the Refunding Bond so mutilated. If any Refunding Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like Series, tenor, maturity and principal amount in lieu of and in substitution for the Refunding Bond so lost, destroyed or stolen (or if any such Refunding Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Refunding Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Refunding Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Refunding Bonds only after the new Refunding Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Refunding Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Refunding Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Refunding Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Refunding Bonds surrendered upon that exchange or transfer.

Any Refunding Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Refunding Bonds that the District may have acquired in any manner whatsoever, and those Refunding Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Refunding Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Refunding Bonds shall be

retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Refunding Bonds during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Refunding Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable Redemption Notice is given or (b) to transfer any Refunding Bonds which have been selected or called for redemption in whole or in part.

SECTION 9. Payment. Payment of interest on any Refunding Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer to such Owner on the Bond Payment Date at his or her address or bank and account number as it appears on such Bond Register or at such other address as he or she may have filed with the Paying Agent for that purpose on or before the Record Date. The principal of and redemption premium, if any, payable on the Refunding Bonds shall be payable upon maturity or redemption upon surrender at the designated office of the Paying Agent. The principal of, premiums, if any, and interest on the Refunding Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Refunding Bonds when duly presented for payment at maturity, and to cancel all Refunding Bonds upon payment thereof. Unless as otherwise provided for in the Act regarding crossover refunding bonds, the Refunding Bonds are obligations of the District payable solely from the levy of *ad valorem* property taxes upon all property subject to taxation within the District, which taxes are unlimited as to rate or amount. The Refunding Bonds do not constitute an obligation of the Counties and no part of any fund of the Counties is pledged or obligated to the payment of the Refunding Bonds.

SECTION 10. Form of Refunding Bonds. The Refunding Bonds shall be in substantially the form attached as Exhibit A, allowing those officials executing the Refunding Bonds to make the insertions and deletions necessary to conform the Refunding Bonds to this Resolution, the Purchase Contract and the Official Statement, or to correct or cure any defect, inconsistency, ambiguity or omission therein. The Paying Agent is authorized to deliver the Refunding Bonds in temporary form and, if so, the Paying Agent shall execute and deliver definitive Bonds in an equal aggregate principal amount of authorized denominations, when available, and thereupon the temporary Refunding Bonds shall be surrendered to the Paying Agent. Until so exchanged, the temporary Refunding Bonds shall be entitled to the same benefits hereunder as definitive Refunding Bonds.

SECTION 11. Delivery of Refunding Bonds. The proper officials of the District shall cause the Refunding Bonds to be prepared and, following their sale, shall have the Refunding Bonds signed and delivered, together with a final transcript of proceedings with reference to the issuance of the Refunding Bonds, to the Underwriters upon payment of the purchase price therefor.

SECTION 12. Deposit of Proceeds of Refunding Bonds; Escrow Agreements. An amount of proceeds from the sale of the Refunding Bonds necessary to purchase certain Federal Securities, or to otherwise refund the Refunded Bonds, shall be transferred to the Escrow Agent for deposit in the escrow funds established under the respective Escrow Agreements (the "Escrow Funds"), which amounts, if uninvested, shall be sufficient, or if invested, together with an amount or amounts of cash held uninvested therein, shall be sufficient to refund the Refunded Bonds all as set forth in a certificate of an Authorized Officer. The Board hereby authorizes the deposit of all or a portion of the premium received from the sale of the Refunding Bonds into the respective Escrow Funds. Premium or proceeds received from the sale of the Refunding Bonds desired to pay all or a portion of the costs of issuing the Refunding Bonds may be deposited in the fund of the District held by a fiscal agent selected thereby and shall be kept separate and

distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying costs of issuance of the Refunding Bonds.

Any accrued interest received by the District from the sale of the 2019 Refunding Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the “Solano Community College District, 2019 General Obligation Refunding Bonds Debt Service Fund” (the “Debt Service Fund”) for the Refunding Bonds and used only for payments of principal of and interest on the Refunding Bonds. The Debt Service Fund shall be held by the County, and shall contain subaccounts thereof, with appropriate Series designation, to the extent the Refunding Bonds are sold in more than one Series. A portion of the premium received by the District from the sale of the Refunding Bonds may be transferred to the Debt Service Fund or applied to the payment of cost of issuance of the Refunding Bonds, or some combination of deposits. Any excess proceeds of the Refunding Bonds not needed for the authorized purposes set forth herein for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the principal of and interest on the Refunding Bonds. If, after payment in full of the Refunding Bonds, there remain any such excess proceeds, such amounts shall be transferred to any other debt service fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the general fund of the District, upon the order of the County Auditor-Controller, as provided in Education Code Section 15234.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Refunding Bonds. DTC will thereupon make payments of principal of and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of such principal and interest to the Beneficial Owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District.

Except as required below to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay principal of and interest on the Refunding Bonds when due.

SECTION 13. Rebate Fund. The following provisions shall apply to any Bonds issued as Tax-Exempt Bonds.

(a) **General.** If necessary, with respect to the Refunding Bonds, there shall be created and established a special fund designated the “Solano Community College District Refunding Bonds Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, as the same may be amended from time to time, and the Treasury Regulations promulgated thereunder (the “Rebate Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and Section 14 of this Resolution and by the that certain tax certificate concerning certain matters pertaining to the use and investment of proceeds of the Refunding Bonds, executed and delivered to the District on the date of issuance of the Refunding Bonds, including any and all exhibits attached thereto (the “Tax Certificate”).

(b) **Deposits.**

(i) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate) (1) the District shall calculate or cause to be calculated with respect to the Refunding Bonds the amount that would be considered the “rebate amount” within the

meaning of Section 1.148-3 of the Rebate Regulations, using as the “computation date” for this purpose the end of such five Bond Years, and (2) the District shall deposit to the Rebate Fund from deposits from the District or from amounts available therefor on deposit in the other funds established hereunder, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated.

(ii) The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The District shall not be required to calculate the “rebate amount” and the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Refunding Bonds (including amounts treated as the proceeds of the Refunding Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148 (f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations or the small issuer exception of Section 148(f)(4)(D) of the Code, whichever is applicable, and otherwise qualify for the exception of the Rebate Requirement pursuant to whichever of said sections is applicable, or (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Withdrawal Following Payment of Refunding Bonds. Any funds remaining in the Rebate Fund after redemption of all the Refunding Bonds and any amounts described in paragraph (ii) of subsection (d) of this Section, including accrued interest, shall be transferred to the general fund of the District.

(d) Withdrawal for Payment of Rebate. Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(i) not later than sixty (60) days after the end of (a) the fifth (5th) Bond Year, and (b) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Rebate Regulations; and

(ii) not later than sixty (60) days after the payment of all Refunding Bonds, an amount equal to one hundred percent (100%) of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Rebate Regulations.

(e) Rebate Payments. Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by or on behalf of the District.

(f) Deficiencies in the Rebate Fund. In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(g) Withdrawals of Excess Amount. In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, upon written instructions from the District, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) Record Retention. The District shall retain records of all determinations made hereunder until three years after the retirement of the Refunding Bonds.

(i) Survival of Defeasance. Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Refunding Bonds.

SECTION 14. Security for the Refunding Bonds. Except as provided in the Act, there shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, which moneys when collected will be deposited in the Debt Service Fund of the District and used for the payment of the principal of and interest on the Refunding Bonds when and as the same fall due, and for no other purpose. The District covenants to cause the Counties to take all actions necessary to levy such *ad valorem* property tax in accordance with this Section 14 and Section 53559 of the Act.

The Refunding Bonds shall, pursuant to Government Code Section 53515, be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* taxes for the payment of the Refunding Bonds.

Pursuant to Government Code Sections 5450 and 5451, the District hereby pledges all revenues received from the levy and collection of *ad valorem* property taxes for the payment of each Series of Refunding Bonds and all amounts on deposit in the corresponding Debt Service Fund created pursuant to Section 12 to the payment of such Series of Refunding Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in such Debt Service Fund. This pledge shall constitute an agreement between the District and the Owners of such Series of Refunding Bonds to provide security for the payment of such Refunding Bonds in addition to any statutory lien that may exist.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such principal and interest. DTC will thereupon make payments of principal of and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of such principal and interest to the Beneficial Owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District.

SECTION 15. Arbitrage Covenant. The District will restrict the use of the proceeds of the Refunding Bonds issued as Tax-Exempt Bonds in such manner and to such extent, if any, as may be necessary, so that the Refunding Bonds issued as Tax-Exempt Bonds will not constitute arbitrage bonds

under Section 148 of the Code and the applicable regulations prescribed under that Section or any predecessor section.

SECTION 16. Legislative Determinations. The Board hereby determines that all acts and conditions necessary to be performed by the District or the Board or to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Refunding Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Refunding Bonds. Furthermore, the Board hereby finds and determines pursuant to Section 53552 of the Act that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District.

SECTION 17. Official Statement. The Preliminary Official Statement relating to the Refunding Bonds, substantially in the form on file with the Secretary to the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriters to be used in connection with the offering and sale of the Refunding Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriters a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriters are hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Refunding Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Refunding Bonds. Execution of the Official Statement shall conclusively evidence the District’s approval of the Official Statement.

SECTION 18. Insurance. In the event the District purchases bond insurance for the Refunding Bonds, and to the extent that the Bond Insurer makes payment of the principal of or interest on the Refunding Bonds, it shall become the Owner of such Refunding Bonds with the right to payment of principal of or interest on the Refunding Bonds, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims of past due interest, the Paying Agent shall note the Bond Insurer’s rights as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Refunding Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon surrender of the Refunding Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 19. Defeasance. All or any portion of the Outstanding maturities of the Refunding Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which, together with amounts transferred from the Debt Service Fund, if any, is sufficient to pay and discharge all Refunding Bonds Outstanding and designated for defeasance (including all principal thereof, interest thereon and redemption premiums, if any) at or before their maturity date; or

(b) **Government Obligations:** by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations, together with cash and amounts transferred from the Debt Service Fund, if any, in such amount as will, together with interest to accrue thereon, in the opinion of an independent certified public accountant, be fully sufficient to pay and discharge all Refunding Bonds Outstanding and designated for defeasance (including all principal thereof, interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Refunding Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Refunding Bonds shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Refunding Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, "Government Obligations" shall mean:

Direct and general obligations of the United States of America, obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations secured or otherwise guaranteed, directly or indirectly, as to principal and interest by a pledge of the full faith and credit of the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that all such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either Moody's or S&P.

SECTION 20. Other Actions, Determinations and Approvals.

(a) Officers of the Board, District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Refunding Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby finds and determines that both the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds will be less than the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds.

(c) The Board anticipates that each series of the Refunded Bonds will be redeemed on the respective first optional redemption dates therefor following the issuance of the Refunding Bonds.

(d) The Board hereby appoints U.S. Bank National Association as Escrow Agent for the Refunding Bonds, or such Escrow Agent as shall be named in the Escrow Agreement, and approves the form of the Escrow Agreement substantially in the form on file with the Secretary to the Board. The Authorized Officers, each alone, are hereby authorized to execute the Escrow Agreement with such changes

as they shall approve, such approval to be conclusively evidenced by either individual's execution and delivery thereof.

(e) The Board hereby appoints Piper Jaffray & Co. and RBC Capital Markets, LLC, as Underwriters, PFM Financial Advisors LLC as Municipal Advisor, and Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, as Bond Counsel and Disclosure Counsel with respect to the issuance of the Refunding Bonds.

(f) The provisions of this Resolution as they relate to the terms of the Refunding Bonds may be amended by the Purchase Contract and the Official Statement. If the Purchase Contract so provides, the Refunding Bonds may be issued as crossover refunding bonds pursuant to Government Code Section 53558(b). All or a portion of the Refunding Bonds are further authorized to be issued on a forward delivery basis, pursuant to a Purchase Contract with such changes therein and modifications thereto necessary to effectuate such forward delivery as the Authorized Officer executing the same shall approve.

(g) Based on a good faith estimate received by the District from the Municipal Advisor, the Board hereby finds that (i) the True Interest Cost of the Refunding Bonds (as defined in Government Code Section 5852.1(a)(1)(A)) is expected to be approximately 3.50%, (ii) the total Finance Charge of the Refunding Bonds (as defined in Government Code Section 5852.1(a)(1)(B)) is expected to be \$719,080, (iii) the total proceeds expected to be received by the District from the sale of the Refunding Bonds, less the Finance Charge of the Refunding Bonds, is \$112,160,920, and (iv) the District expects that the Total Payment Amount (as defined in Government Code Section 5852.1(a)(1)(D)), calculated to the final maturity of the Refunding Bonds, will be \$195,000,000. The information presented in this section is included in satisfaction of Government Code Section 5852.1, and shall not abrogate or otherwise limit any other provision of this Resolution.

SECTION 21. Resolution to Treasurers. The Secretary to the Board is hereby directed to provide a certified copy of this Resolution to the Treasurers of each of the Counties immediately following its adoption.

SECTION 22. Request to Counties to Levy Tax. The Boards of Supervisors and officers of the Counties are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all principal of and interest coming due on the Refunding Bonds in such year, and to pay from such taxes all amounts due on the Refunding Bonds. The District hereby requests the Boards of Supervisors of the Counties to annually levy a tax upon all taxable property in the District sufficient to pay all such principal and interest coming due on the Refunding Bonds in such year, and to pay from such taxes all amounts due on the Refunding Bonds. The Board hereby finds and determines that such *ad valorem* taxes shall be levied specifically to pay the Refunding Bonds being issued to finance specific projects authorized by the voters of the District at the Election.

SECTION 23. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the Date of Delivery of the Refunding Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Board hereby approves the form of the Continuing Disclosure Certificate appended to the form of Preliminary Official Statement on file with the Secretary to the Board as of the date hereof, and the Authorized Officers are hereby authorized to execute and delivery such Continuing Disclosure Certificate with such changes therein or modifications thereto as shall be requested by the Underwriters and as such Authorized Officer executing the same shall approve. Any Bond Holder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Refunding Bonds.

SECTION 24. Recitals. All the recitals in this Resolution above are true and correct and the Board so finds, determines and represents.

SECTION 25. Further Actions Authorized. It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.

SECTION 26. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED, ADOPTED AND APPROVED this 16th day of October, 2019, by the following vote:

AYES: MEMBERS _____

NOES: MEMBERS _____

ABSTAIN: MEMBERS _____

ABSENT: MEMBERS _____

President of the Board of Trustees

ATTEST:

Secretary to the Board of Trustees

SECRETARY’S CERTIFICATE

I, Dr. Celia Esposito-Noy, Secretary to the Board of Trustees (the “Board”) of the Solano Community College District (the “District”), hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board duly and regularly and legally held at the regular meeting place thereof on October 16, 2019, of which meeting all of the members of the Board had due notice and at which a quorum was present.

An Agenda of said meeting was posted at least 72 hours before said meeting at a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda. A copy of said agenda is attached hereto.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: October 16, 2019

Secretary to the Board of Trustees
Solano Community College District

(Form of Refunding Bond)

REGISTERED
NO.

REGISTERED
\$

SOLANO COMMUNITY COLLEGE DISTRICT
(SOLANO AND YOLO COUNTIES, CALIFORNIA)
2019 GENERAL OBLIGATION REFUNDING BONDS
(FEDERALLY TAXABLE)

INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP
____% per annum August 1, _____ _____, 2019 _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Solano Community College District (the "District") in Solano and Yolo Counties, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing February 1, 2020. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2020, in which event it shall bear interest from the Date of Delivery. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Paying Agent, initially U.S. Bank National Association. Principal is payable upon presentation and surrender of this bond at the designated office of the Paying Agent. Interest is payable by wire transfer by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and to the bank and account number on file at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date").

This bond is one of an authorization of bonds issued by the District pursuant to California Government Code Section 53550 *et seq.* (the "Act") for the purpose of refunding certain of the District's outstanding Election of 2012 General Obligation Bonds, Series A (Federally Tax-Exempt) and Election of 2012 General Obligation Bonds, Series B (Federally Taxable) (iii) paying all necessary legal, financial, and contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Trustees of the District adopted on October 16, 2019 (the "Bond Resolution"). This bond and the issue of which this bond is one are general obligation bonds of the District payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The bonds of this issue comprise \$_____ Principal Amount of current interest bonds, of which this bond is a part (each a "Refunding Bond").

This bond is exchangeable and transferable for bonds of like Series, tenor, maturity and principal amount and in authorized denominations at the designated office of the Paying Agent by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute Owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Refunding Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Refunding Bonds maturing on or after August 1, 20__ are subject to redemption on or after August 1, 20__ or on any date thereafter at the option of the District, as a whole or in part, at a redemption price equal to the principal amount of the Refunding Bonds called for redemption, plus interest accrued thereon to the date fixed for redemption, without premium.

The Refunding Bonds maturing on August 1, 20__ are subject to mandatory sinking fund redemption on August 1 of each year on and after August 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amounts represented by such Refunding Bonds to be so redeemed and the dates therefore and the final payment date is as indicated in the following table:

<u>Redemption Dates</u>	<u>Principal Amounts</u>
TOTAL	\$

The principal amount to be redeemed in each year shown above will be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000, by any portion of the Refunding Term Bond optionally redeemed prior to the mandatory sinking fund redemption date.

If less than all of the Refunding Bonds of any one maturity shall be called for redemption, the particular Refunding Bonds or portions thereof to be redeemed shall be selected by lot by the Paying Agent in such manner as the Paying Agent in its discretion may determine; provided, however, that the portion of any Refunding Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than all of the Refunding Bonds stated to mature on different dates shall be called for redemption, the particular Refunding Bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order of maturity as directed by the District or, if the Paying Agent is not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Refunding Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Refunding Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Refunding Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal of and interest on the Refunding Bonds when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF PAGE LEFT BLANK]

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)
[Secretary to/Clerk,] Board of Trustees

(Form of Legal Opinion)

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**DESIGNATION AND DONATION/DISPOSITION OF
SURPLUS EQUIPMENT AND PROPERTY – BUILDING 1300 COMPUTERS**

RESOLUTION NO. 19/20-06

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 technology equipment from the photography program in Building 1300 located on the District’s main Fairfield campus, 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 said property to Buckingham Charter Magnet High School in the Vacaville Unified School District.

PASSED AND ADOPTED, This 16th day of October 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. 19/20-07 CONTRACT AWARD TO BHM
CONSTRUCTION INC., FOR BUILDING LIBRARY/LRC
PROJECT (B-100 REPLACEMENT)**

REQUESTED ACTION:

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

SUMMARY:

Staff is requesting approval of the attached Resolution No. 19/20-7 to award the attached agreement with BHM Construction Inc., for the Library Learning Resource Center Project (Building 100 Replacement) as well as to award the contract itself. A public bid was held September 25, 2019, at which time BHM Construction Inc., submitted the lowest responsible bid.

BHM’s bid was one of four bids submitted from a pool of eight pre-qualified General Contractors. BHM’s bid was 3% lower than the next lowest bidder, Alten Construction. Upon review of the bid documents and a post bid interview it was determined BHM was the lowest responsive, responsible bidder. ---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: Increase capacity to support instructional spaces and equipment.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Est. Fiscal Impact: \$30,279,100.00 State and Measure Q Funds</i>
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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 and Administration

VICE PRESIDENT APPROVAL

October 4, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy
Superintendent-President

October 16, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 19/20-07 CONTRACT AWARD TO BHM
CONSTRUCTION INC. FOR BUILDING LIBRARY/LRC
PROJECT (B-100 REPLACEMENT)**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This project is being partially funded by the State of California, any approval action taken by the Board of Trustees is contingent on the approval of the State of California. The State of California approval will be requested if the Board of Trustees approves this Agenda Item.

The Board is asked to approve a contract to BHM Construction Inc., in the amount of \$30,279,100.00 (State Funds/Measure Q Funds)

The contract is available online at

<http://www.solano.edu/measureq/2019/191016%20Contract%20Award%20BHM%20LLRC%20Agenda%20Item.pdf>

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO APPROVE CONSTRUCTION CONTRACT
TO BHM CONSTRUCTION, INC.**

RESOLUTION NO. 19/20 – 07

WHEREAS, the Solano Community College District (“District”) seeks to apply for State funding, which requires proof of award of contract;

WHEREAS, pursuant to Public Contract Code section 20651.5, the Governing Board of the Solano Community College District required prequalification to bid on the Library Learning Recourse Center project (“Project”);

WHEREAS, the Request for Prequalification of Bidders was published in the Daily Republic, Vacaville Reporter, Vallejo Times-Herald and Sacramento Bee on May 16, 2019 and May 23, 2019;

WHEREAS, after Addendum #01 to the Request for Prequalification of Bidders was issued, another advertisement was published in the Daily Republic, Vacaville Reporter, Vallejo Times-Herald and Sacramento Bee on June 19, 2019 and June 26, 2019;

WHEREAS, the District prequalified eight (8) contractors;

WHEREAS, an Invitation to Bid was issued to the prequalified contractors;

WHEREAS, the bids were publically opened and read aloud in the District’s Board Room in Building 600, on September 25, 2019 at 2:00 p.m. in accordance with the Invitation to Bid;

WHEREAS, there were four (4) bids submitted for the project:

- BHM Construction, Inc.: \$30,279,000
- Alten Construction, Inc.: \$31,311,000
- Arntz Builders, Inc.: \$32,800,000
- John F Otto, Inc. dba Otto Construction: \$35,325,000; and

WHEREAS, the Districts seeks to award the contract to BHM Construction, Inc., who is the lowest responsive, responsible bidder.

NOW, THEREFORE, the Governing Board of the Solano Community College District does hereby determine, resolve, and order as follows:

1. That the above recitals are true and correct.
2. That the contract was competitively bid.
3. That the Board has reserved the right to waive any irregularity in any bid received, if any.

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- 4. That the District Superintendent or designee is hereby authorized to take all steps and perform all actions necessary to finalize and enter into the contract with BHM Construction, Inc. for the Library Learning Recourse Center Project, and to take any actions deemed necessary to protect the best interests of the District, upon receipt of State of California funding and project approval.

- 5. That this Resolution shall take effect immediately.

PASSED AND ADOPTED by the Governing Board of the Solano Community College District, on October 16, 2019.

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: CONTRACT AWARD TO 3QC, INC. FOR
COMMISSIONING SERVICES FOR THE
LIBRARY/LEARNING RESOURCE CENTER PROJECT
(BUILDING 100 REPLACEMENT)**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the award of a professional services contract to 3QC, Inc. for Commissioning Services for the Library/Learning Resource Center Project (Building 100 Replacement). The scope of work includes providing professional services to act as the District’s Commissioning Authority to verify building systems have been installed properly and perform as designed.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$47,300 Measure Q Funds/ State Funds</i>
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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 & Administration

VICE PRESIDENT APPROVAL

October 4, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 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 3QC, INC. FOR
COMMISSIONING SERVICES FOR THE
LIBRARY/LEARNING RESOURCE CENTER PROJECT
(BUILDING 100 REPLACEMENT)**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from the District's pool of pre-qualified firms. Proposals were received from 3QC, Inc. and Glumac on, or before, September 19, 2019.

Proposals were evaluated, and based on qualifications and price, 3QC, Inc.'s proposal is considered to have the best value for this project.

The Governing Board is asked to approve a contract to 3QC, Inc. in the amount not to exceed \$47,300.

The contract is available online at

<http://www.solano.edu/measureq/2019/191016%20Contract%20Award%20to%203QC%20for%20LRC%20BOT%20Item.pdf>

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO AME FOR PROJECT SPECIAL INSPECTION AND TESTING SERVICES FOR THE LIBRARY/LEARNING RESOURCE CENTER PROJECT (BUILDING 100 REPLACEMENT)

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested to award a professional services contract to AME for Division of State Architect (DSA) project special inspection and testing services for the Library/Learning Resource Center Project (Building 100 Replacement). The scope of work of this contract includes providing all offsite and onsite special inspections and materials testing as required by DSA for all construction activities for the project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$95,932.00 Measure Q Funds/ State Funds</i>
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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 & Administration

VICE PRESIDENT APPROVAL

October 4, 2019

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

October 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 AME FOR PROJECT SPECIAL
INSPECTION AND TESTING SERVICES FOR THE
LIBRARY/LEARNING RESOURCE CENTER PROJECT
(BUILDING 100 REPLACEMENT)**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from firms in the Board approved pool of project special inspection and testing firms. Responses were received from AME, Consolidated Engineering Laboratories, Construction Testing Services, Inc., Ninyo & Moore, and Terracon. Based on qualifications, proposed scope of work, and price, AME's proposal is considered to have the best value for this project.

The Governing Board is asked to approve a contract to AME in an amount not to exceed \$95,932.00.

The contract is available online at:

<http://www.solano.edu/measureq/2019/191016%20SI%20Contract%20Award%20to%20AME%20BOT%20Agenda.pdf>

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AWARD TO OPTIMA INSPECTIONS INC.
FOR PROJECT INSPECTION SERVICES FOR THE
LIBRARY/LEARNING RESOURCE CENTER PROJECT
(BUILDING 100 REPLACEMENT)**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested to award a professional services contract to Optima Inspections Inc. for Division of State Architect (DSA) project construction inspection services for the Library/Learning Resource Center Project (Building 100 Replacement) on the Fairfield Campus, which consists of construction of a two-story Library/Learning Resource Center building and related site improvements, demo of the existing Building 100 Library, demo of five old portable buildings, and site restoration improvements in those areas.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$387,200 Measure Q Funds/ State Funds</i>
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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 & Administration

VICE PRESIDENT APPROVAL

October 4, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 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 OPTIMA INSPECTIONS INC.
FOR PROJECT INSPECTION SERVICES FOR THE
LIBRARY/LEARNING RESOURCE CENTER PROJECT
(BUILDING 100 REPLACEMENT)**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from the District's pre-qualified pool of inspection firms and were due on, or before, September 19, 2019. One proposal was received from Optima Inspections Inc. in the amount of \$387,200.

The proposal was evaluated, and based on qualifications and price, Optima Inspections Inc. is being recommended for award of contract.

The Governing Board is asked to approve a contract to Optima Inspections Inc. in the amount of \$387,200.

The contract is available online at:

<http://www.solano.edu/measureq/2019/191016%20Contract%20to%20Optima%20BOT%20Agenda.pdf>

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO TPA CONSTRUCTION FOR
 CONSTRUCTION SERVICES FOR THE ANNEX CORBELS
 REMOVAL PROJECT**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a contract to TPA Construction for the Vacaville Center Annex Building Corbels Removal Project. The scope of work includes the modification of all the existing corbels to remove dry-rot and prevent further deterioration. Corbels will be cut back, waterproofed and painted at the Annex Building located at the District's Vacaville Center.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$57,000 Measure Q Funds</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager		
PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 863-7260		
TELEPHONE NUMBER		
Robert V. Diamond V.P., Finance & Administration		October 16, 2019
VICE PRESIDENT APPROVAL		DATE APPROVED BY
October 04, 2019		SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO		
SUPERINTENDENT-PRESIDENT		

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO TPA CONSTRUCTION FOR
CONSTRUCTION SERVICES FOR THE ANNEX CORBELS
REMOVAL PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Sealed bids were due on September 30, 2019. The following bids were received:

<u>Contractor</u>	<u>Bid Amount</u>
Arthulia, Inc.	\$61,000
Bel Air Mech	\$185,000
Pro Builders	\$58,000
REM Construction	\$89,698
TPA Construction	\$57,000

It was determined that TPA Construction submitted the lowest responsible and responsive bid. It is recommended the Board award a contract to TPA Construction in the amount of \$57,000.

The Board is asked to approve a contract to TPA Construction the amount of \$57,000.

The agreement is available online at
<http://www.solano.edu/measureq/2019/191016%20Contract%20Award%20TPA%20BOT.pdf>

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO PMP ENVIRONMENTAL
CONSULTING FOR PROFESSIONAL SERVICES FOR
HAZARDOUS MATERIALS TESTING FOR THE B300
MODIFICATIONS: MAILROOM AND GRAPHICS
PROJECT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a contract to PMP Environmental Consulting for the B300 Modifications: Mailroom and Graphics Project. The scope of work includes all labor, materials, equipment, and supplies necessary for the testing of all hazardous materials located at Building 300. The consultant will also provide a final report and project specifications to be used for the removal of hazardous materials during construction.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: Estimated Fiscal Impact: \$3,210 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
VP, Finance & Administration

VICE PRESIDENT APPROVAL

October 4, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 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 PMP ENVIRONMENTAL
CONSULTING FOR PROFESSIONAL SERVICES FOR
HAZARDOUS MATERIALS TESTING FOR THE B300
MODIFICATIONS: MAILROOM AND GRAPHICS
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was requested from PMP Environmental Consulting. The proposal was reviewed and the cost is appropriate for the scope requested. PMP Environmental Consulting is recommended for award of a contract for hazardous material testing services for the B300 Modifications: Mailroom and Graphics Project.

The Governing Board is asked to approve a contract to PMP Environmental Consulting in the amount of \$3,210.00.

The contract is available online at
<http://www.solano.edu/measureq/2019/191016%20Contract%20Award%20PMP%20BOT.pdf>

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

TO: Members of the Governing Board

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

REQUESTED ACTION:

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

SUMMARY:

During the Fall 2019 semester in the month of September, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

STUDENT SUCCESS IMPACT:

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

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

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

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7102

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

October 4, 2019

DATE SUBMITTED TO

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

October 16, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE
REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the Fall 2019 semester in the month of September, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

CONSENT ITEM

IGETC and CSU GE Breadth: SJS 002 and CDFS 053
Typo Error Corrections: THEA 027B

ACTION ITEM

Update Curriculum Committee Chair Selection Process To A Hiring Process
Updated Curriculum Committee Meeting Calendar for 2019-2020 Academic Year

NEW COURSE

Course
None

COURSE MODIFICATION

Course	Modification
BIOT 406 Supply Chain and Enterprise Resource Planning and Biomanufacturing	Requisites
BIOT 407 Advanced Topics in Quality Assurance and Regulatory Affairs	Requisites
BIOT 408 Six Sigma and Lean Manufacturing	Requisites

COURSE INACTIVATION

Course
None

CURRICULUM REVIEW

Course	
None	

NEW PROGRAM

Program
Landscape Designer – Job-Direct Certificate

PROGRAM MODIFICATION

Program	Modification
Human Services A.A	Change course number from HS 051 to HS 001; Description.
Human Services Certificate of Achievement	Change course number from HS 051 to HS 001; Description.

PROGRAM INACTIVATION

Program
None

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

TO: **Members of the Governing Board**

SUBJECT: **2019-20 LOCAL AGREEMENT FOR CHILD
DEVELOPMENT TRAINING CONSORTIUM**

REQUESTED ACTION:

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

SUMMARY:

The Child Development Training Consortium (CDTC) administered through the Yosemite Community College District has approved a local agreement for stipends and a textbook loan program for early childhood education classes at Solano Community College. The maximum reimbursable amount awarded to Solano Community College District is \$17,784.00. The District will reimburse students a stipend for courses completed with a "C" or above, excluding P.E. or work experience classes that are not related to child development. Sabrina Drake will serve as coordinator for this project.

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> \$17,784.00
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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, Finance & Administration

VICE PRESIDENT APPROVAL

October 4, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 16, 2019
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**CHILD DEVELOPMENT TRAINING CONSORTIUM
2019-2020 INSTRUCTIONAL AGREEMENT
AGREEMENT NUMBER 19-20-2502**

This Agreement is made and entered into this 1st day of September, 2019, by and between the Yosemite Community College District, Child Development Training Consortium, hereafter called the **YCCD/CDTC, and Solano Community College District for Solano Community College**, hereafter called the CONTRACTOR.

WITNESSETH: That the CONTRACTOR for and in consideration of the covenants, conditions, agreements, and stipulations of the YCCD/CDTC hereinafter expressed, does hereby agree to furnish to the YCCD/CDTC services as follows:

I. STATEMENT OF WORK

- A. The CONTRACTOR will designate a Campus Coordinator to implement the Child Development Training Consortium (CDTC) program at the local level. The Campus Coordinator will commit to being actively engaged for the full program year, and will maintain Campus Coordinator status except for an emergency or other extenuating circumstances. In the event a Campus Coordinator needs to withdraw mid – program year, YCCD/CDTC will consider a temporary Campus Coordinator, on an individual basis. The scope of work in this contract is supplementary to the typical duties of faculty or other positions that provide career and education guidance to child development students. The Campus Coordinator will be responsible to prepare and submit all required reports; coordinate all Consortium activities; attend one (1) YCCD/CDTC sponsored meeting and one (1) mandatory YCCD/CDTC webinar; and inform child development/early childhood education department of program requirements and components specific to campus Child Development Training Consortium.

The designated Campus Coordinator is preferably an active ECE/CD faculty, either full- time or ECE/CD adjunct faculty, department chair, or director of the campus child development lab center/children's center. If the current Campus Coordinator does not meet these recommendations, they are permitted to continue in the position and new requirements will be applicable upon designation of a new Campus Coordinator. Since the requirement of faculty is preferred, but not required, exceptions will be considered by YCCD/CDTC on an individual basis.

The Campus Coordinator, even in the role as Co-Coordinator, must reside within California and be employed by the college. CDTC will subcontract directly with college and then contracts/agreements will be administered by faculty employed by the college.

The Campus Coordinator must be located on campus with regularly scheduled office hours; thereby being accessible to students enrolled in the program. The Campus Coordinator must attend campus child development/early childhood education (ECE) department meetings and be knowledgeable of all aspects of the ECE profession. The YCCD/CDTC must be notified in writing within fifteen (15) calendar days of any change in Campus Coordinator status.

The Campus Coordinator must notify CDTC at least 30 days in advance of a sabbatical leave, and/or any type of formal or informal leave. A written plan of action that confirms the intent to continue all coordinator duties as outlined in this Agreement, must be submitted for approval. A temporary Campus Coordinator should be assigned to implement the CDTC program in the absence of a Campus Coordinator who is out of the country or unavailable to continue all coordinator duties.

The Campus Coordinator will act as a liaison between the Child Development Training Consortium and California Department of Education/Early Learning and Care Division (CDE/ELCD) to disseminate information to campus faculty regarding state initiatives and trends in ECE.

- B. The CONTRACTOR will generate up to 684 units of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain or renew a currently held Child Development Permit. Enrolled units must be completed between July 1, 2019, and June 20, 2020. General work experience courses are excluded. Child development work experience and remedial courses are included.
- C. The CONTRACTOR will make good faith efforts to recruit and employ qualified faculty who reflect the ethnic makeup of the student population.
- D. The CONTRACTOR will provide appropriate community college courses, which:
 - 1. Meet the requirements of the Child Development Permit Matrix (included in this Agreement as *Appendix A*) and/or child care licensing regulations.
 - 2. Are degree or certificate applicable.
 - 3. Are offered for credit with the possible exception of remedial courses.
 - 4. Are transferable whenever possible.
 - 5. Are available to family child care providers and employees of child care/development programs serving infants through school-age children.
 - 6. Are responsive to local community needs.
- E. The CONTRACTOR will enroll students who meet the YCCD/CDTC eligibility criteria, numbered 1 through 5 below. Student eligibility must be verified each semester/term using the Student Profile.
 - 1. Student must be seeking a new or maintaining a currently held Child Development Permit, **AND**
 - 2. At the time of enrollment, the student must be employed by a child care/development program including licensed family child care and out-of-school care. Center-based programs must be licensed or eligible for an exemption according to Department of Social Services (DSS) regulations. Licensed exempt centers are limited to the following: on school site, parents on site, military, tribal, employment agency, parks and recreation, adult ed/child care, home based program and before/after school program. Employment

- in a kindergarten or transitional kindergarten classroom is also acceptable, **AND**
3. Student employment must directly benefit children and/or families. The employment experience must be acceptable to the California Commission on Teacher Credentialing for purposes of obtaining a Child Development Permit, even if experience is not required for the permit, **AND**
 4. Student must work in the state of California.
 5. In-home care providers (nannies) are not eligible. Unlicensed, exempt, in-home childcare providers are not eligible.
- F. The CONTRACTOR will enroll eligible students according to the following three priorities; *California Department of Education, Early Learning and Care Division (CDE/ELCD) Priorities for Enrollment:*
- | | |
|------------|---|
| Priority 1 | Employees of all direct-funded CDE/ELCD programs including center-based programs and family child care network programs or center-based programs with satellite family child care providers. This also includes co-located Head Start Programs. |
| Priority 2 | Employees of any program, center-based or licensed family child care homes, that serve children on a voucher basis for Alternative Payment services. |
| Priority 3 | Employees of all other programs including center-based and licensed family child care homes. |

Within each priority group listed above, priority will be given to students fulfilling the requirements for an Assistant or Associate Teacher or Teacher Child Development Permit.

Local Priorities for Enrollment

The local YCCD/CDTC Advisory Committee may establish additional priorities. However, the CDE/ELCD priorities listed above must be met before local priorities can be implemented. Local priorities are encouraged to meet local needs within the context of the CDE/ELCD priorities.

- G. The CONTRACTOR will establish a new or use an existing Advisory Committee to solicit input on local needs, courses to be offered and approve the student eligibility and payment policies.
1. The Advisory Committee will make a good faith effort to represent the local child care labor market by including the following program representatives: the Campus Coordinator; one community college child development instructor, one CEC Mentor Coordinator, one family child care provider; one representative of a child care program funded by the California Department of Education, Early Learning and Care Division (CDE/ELCD); one representative of a private-for-profit child care program; one representative of a private-non-profit child care program; one representative of the local Resource and Referral program; one college student majoring in child development; one representative from the Local Child Care and Development Planning Council;

and one representative from the county-level Children and Families Commission, and one representative from the local QRIS/IMPACT and/or AB212 programs.

The Advisory Committee will meet one time annually.

2. The meeting must be documented with agenda and minutes, which must be submitted with the Year End Program Narrative Report.
- H. The CONTRACTOR will provide student grade documentation, demonstrating a grade of "C" or better, to YCCD/CDTC upon request for audit purposes.
- I. The CONTRACTOR will ensure that all required reports and documents are submitted to YCCD/CDTC by the due dates specified. Report titles and due dates are included in this Agreement as *Appendix B – 2019-2020 Required Reports and Time Lines*. All reports should be submitted to the Child Development Training Consortium, PO Box 3603, Modesto, CA 95352.
- J. The CONTRACTOR will ensure that no full-time equivalent (FTE) fees will be collected for courses that are funded with YCCD/CDTC funds, or portion thereof.
- K. The CONTRACTOR will ensure collaboration (if applicable) with CEC Mentor Coordinator. This collaboration will include sharing program services and promote integration of services for student success.

II. PERIOD OF PERFORMANCE

- A. The term of this Agreement shall be from September 1, 2019, to and including June 20, 2020. Enrolled units must be completed between July 1, 2019, and June 20, 2020. All allowable expenditures must be encumbered and/or the services rendered prior to June 20, 2020.

III. BUDGET AND ALLOWABLE EXPENSES

- A. By October 11, 2019, a 2019-2020 budget based on the funding authorized in this Agreement must be posted online with the YCCD/CDTC. A YCCD/CDTC supplied format must be used.
- B. The CONTRACTOR will submit a revised budget to the YCCD/CDTC for approval due to the following two circumstances:
 1. When planned expenditures in any of the major expense categories (direct services, support services, or administration) exceed the approved budget by more than ten percent (10%).
 2. And when planned expenditures in any of the **line items** exceed the approved budget by more than twenty-five percent (25%).
- C. The CONTRACTOR will administer the program budget in accordance with YCCD/CDTC budget development guidelines available in the Campus Coordinator Handbook. The CONTRACTOR will ensure that all program expenditures are reasonable, necessary, and allowable.

- D. The CONTRACTOR will not exceed approved California Department of Education travel reimbursement rates for travel charged to this program.
- E. The CONTRACTOR will not expend YCCD/CDTC funds on food, equipment, donations, or gifts. Equipment is defined as a fixed asset that does not lose its identity when removed from its location and is not changed materially or consumed immediately (typically, within a year) by use. Equipment has relatively permanent value and its purchase increases the value of the physical property such as furniture, vehicles, machinery, computers and furnishings that are not integral parts of the building or the building system.
- F. If the CONTRACTOR under-generates its contracted number of units, the number of contracted units may be reduced in the subsequent year.

IV. PAYMENT FOR SERVICES

- A. In consideration of the performance of the foregoing in a satisfactory manner, the YCCD/CDTC agrees to pay the CONTRACTOR an amount not to exceed **\$17,784.00**. The amount of total payments to the CONTRACTOR will be the lesser of program earnings, the amount authorized by this Agreement, or actual expenditures. Any over-payments of more than \$100.00 made by YCCD/CDTC to the CONTRACTOR must be refunded to YCCD/CDTC by June 30, 2020. Checks should be made payable to YCCD.
- B. The CONTRACTOR will be paid \$26.00 per enrolled unit of course work, which meets requirements of the Child Development Permit Matrix and/or child care licensing regulations to the maximum stated in Paragraph IB. General work experience classes are excluded. Units for remedial courses and child development work experience are included.
- C. The designated Campus Coordinator will submit all summer `19 and/or fall `19 student profiles to CDTC, postmarked no later than March 13, 2020, or CDTC may reduce the coordinator stipend by \$200.00. Additional coordinator stipend reduction policies specified in the 2019-2020 Campus Coordinator Agreement, Payment for Services, pg. 5, section III A., still apply.
- D. YCCD/CDTC will issue progress payments to CONTRACTOR upon receipt of properly completed documentation including a 2019-2020 Student Profile for each enrolled student for each semester/term.
- E. YCCD/CDTC will withhold any payment until all required documentation has been received to substantiate enrolled units.
- F. YCCD/CDTC will make final payment to CONTRACTOR upon satisfactory completion of services as described herein. The online final expenditure report is due no later than June 20, 2020.

V. RETENTION OF RECORDS AND UNITS

- A. The CONTRACTOR will retain all programmatic and fiscal records for a minimum of five (5) full years from the date of final payment under this Agreement. The CONTRACTOR will make these records available to YCCD/CDTC upon request for

audit purposes during the progress of the work and for five (5) years following final payment. The federal audit number for this project is 93.575042.

VI. CONTRACT AMENDMENTS

This Agreement may be amended with mutual written consent of both parties and the approval of the California Department of Education, Early Learning and Care Division.

VII. 30 DAY TERMINATION NOTICE

It is mutually agreed that either party may terminate this Agreement by giving thirty (30) calendar days advance written notice.

VIII. FUND AVAILABILITY

Funding of this Agreement is contingent upon appropriation and availability of funds from the California Department of Education, Early Learning and Care Division. The YCCD/CDTC is funded with federal Child Care and Development Quality Improvement funds.

IX. NONDISCRIMINATION CLAUSE

- A. During the performance of this Agreement, CONTRACTOR will not unlawfully discriminate, harass, or allow harassment against any employee or student because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), sexual orientation, or marital status. CONTRACTOR will ensure that the evaluation and treatment of employees and student participants are free from such discrimination and harassment.
- B. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated there under.
- C. By signing this Agreement, the CONTRACTOR ensures that it will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability.

X. INDEPENDENT CONTRACTORS

It is understood that this is an Agreement by and between independent contractors and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture.

XI. HOLD HARMLESS CLAUSE

Both the CONTRACTOR and YCCD/CDTC agree to hold harmless, defend, and indemnify the other party, its officers, employees, boards, volunteers, and agents from and against any and all losses, claims or expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of the activities of such party, its boards, officers, agents, employees, or volunteers pursuant to this Agreement. However, the provisions of this indemnity agreement do not apply to any damages or losses caused by the negligence or willful misconduct of the party being indemnified or its officers, employees, boards, volunteers, or agents.

XII. ACKNOWLEDGMENT

The CONTRACTOR will acknowledge the support of the YCCD/CDTC when publicizing the work performed under this Agreement. Materials developed with funds from this Agreement shall contain an acknowledgment of the use of federal Child Care and Development Quality Improvement funds received from the California Department of Education, Early Learning and Care Division.

XIII. DRUG-FREE WORKPLACE

The CONTRACTOR certifies compliance with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace.

XIV. NON-PERFORMANCE OF TERMS OF INSTRUCTIONAL AGREEMENT

If the CONTRACTOR fails to fulfill the terms of this Instructional Agreement, the CONTRACTOR will be placed on informal probation for the period of one year. If the CONTRACTOR fails to fulfill the terms of the Instructional Agreement while on informal probation, a Probationary Instructional Agreement will be issued in the second year. If the CONTRACTOR fails to fulfill the terms of the Probationary Instructional Agreement, no further Instructional Agreements will be issued to CONTRACTOR.

AGREED TO BY:

CONTRACTOR Authorizing Signature:	
Printed Name of Person Signing:	Dr. Celia Esposito-Noy
Title of Person Signing:	Superintendent - President
Date:	October 17, 2019

Yosemite Community College District:

Authorizing Signature:	
Printed Name of Person Signing:	Susan C. Yeager
Title of Person Signing:	Vice Chancellor/Fiscal Services, YCCD
Date:	

Attachments for reference:	Appendix A - Child Development Permit Matrix Appendix B - 2019-2020 Required Reports and Time Lines
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Return the **Instructional Agreement with original signature to:**
 Child Development Training Consortium PO Box 3603
 Modesto, CA 95352

For CDTC Use Only			
Date Received:	To D.O.:	From D.O.:	To Contractor:

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: 2019-2020 ASSC Budget

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

The Student Senate has approved the 2019-20 budget for the Associated Students of Solano College (ASSC) and are providing their budget to the Board for review and informational purposes as required in Board Policy 5515. The ASSC budget provides for estimated revenues of \$61,150 and expenditures of \$54,497.40.

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: 5515</i>	<i>Estimated Fiscal Impact: \$54,497.40</i>
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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

October 7, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 16, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Account #	Title	FY 2018-2019		FY 2019-2020	
		Actuals	Subtotals	Proposed	Subtotals
REVENUE					
8820	Contributions, Gifts, Grants and Endowments				
	Inactive Club Funds				
	Other	\$955.50		\$300.00	
	Special Events Income				
8820	Contributions, Gifts, Grants and Endowments TOTAL	\$955.50	\$0.00	\$300.00	
8840	Sales and Commissions				
	Event Admission			\$100.00	
	Vending (Canteen, Pepsi and Bottling Companies) ALL	\$22,519.14		\$23,500.00	
	Fairfield				\$13,500.00
	Vacaville				\$5,000.00
	Vallejo				\$5,000.00
8840	Sales and Commissions TOTAL	\$22,519.14		\$23,600.00	
88603	Interest Income (Other) TOTAL	\$2,467.22		\$1,750.00	
8885	Other Student Fees				
	Other				
	Student IDs	\$14,216.00		\$14,000.00	
8885	Other Student Fees TOTAL	\$0.00		\$14,000.00	
8890	Other Local				
	Vendor Income (organizations, services, resources)	\$1,150.00		\$1,500.00	
		\$20,000.00			
8890	Other Local TOTAL	\$21,150.00		\$1,500.00	
88909	Prior Year Revenue Adjustment TOTAL	\$0.00			
8981	Interfund Transfers-In TOTAL	\$913.00			
8982	Intrafund Transfers-In TOTAL	\$0.00			
	TOTAL REVENUE	\$48,004.86		\$41,150.00	
8982	Bookstore Donation: Revenue	\$20,000.00		\$20,000.00	
8982	Bookstore Donation: Revenue TOTAL	\$20,000.00		\$20,000.00	
	TOTAL REVENUE WITH BARNES AND NOBLE	\$68,004.86		\$61,150.00	
EXPENSES					
2320	HR Payroll - Non-Instructional				
2320	HR Payroll - Non-Instructional TOTAL	\$984.00			
3352	HR Payroll - Medi-class				
3352	HR Payroll - Medi-class TOTAL	\$14.26			
3622	HR Payroll - WC-Class				
3622	HR Payroll - WC-Class TOTAL	\$17.12			
4200	Barnes and Noble				
	ASSC Emergency Book Loan - Fall Semester	\$200.00	Funds from 8982	\$2,500.00	
	ASSC Emergency Book Loan - Spring Semester			\$2,500.00	
	Students Helping Students Grants - Fall Semester	\$1,168.00		\$1,500.00	
	Students Helping Students Grants - Spring Semester		Funds from 8982	\$1,500.00	

4200	Books, Magazines, Periodicals, CDs and DVDs TOTAL									\$243.90		\$8,000.00
4400	Instructional Supplies and Materials											
	Instr'l Supplies and Materials - Retreat catering/special events									\$0.00		\$650.00
	Instr'l Supplies and Materials - Teacher tools (props/books)									\$0.00		\$250.00
4400	Instructional Supplies and Materials TOTAL									\$1,115.76		\$900.00
4500	Noninstructional Supplies and Materials											
	Office Supplies (General)									\$2,196.94		\$2,500.00
	Office Supplies (Student Development/Pantry)									\$180.00		\$300.00
	Business Cards									\$2,590.56		\$250.00
	ID Cards - CI Solutions											\$300.00
	Scantrons											\$200.00
	Kitchen and Cleaning Supplies											\$500.00
	Graduation Gifts											\$750.00
4500	Noninstructional Supplies and Materials TOTAL									\$4,967.50		\$4,800.00
4600	Printing and Copying											
	Printing and Copying (General/Admin)											\$750.00
	Printing and Copying (Special/Sponsored Events)											\$500.00
	Copier Supplies											\$600.00
4600	Printing and Copying TOTAL									\$2,514.78		\$1,850.00
4622	Copying Contract TOTAL									\$0.00		\$0.00
5110	Personal Services/Consultants TOTAL									\$1,500.00		\$1,000.00
5210	Employee/Advisor Travel and Conference TOTAL									\$0.00		\$1,000.00
5220	Mileage Reimbursement TOTAL									\$0.00		\$200.00
5230	Travel and Conference											
	General Assembly - Northern, CA TOTAL									\$0.00		\$3,549.00
	Registration									\$0.00		\$2,369.00
	Hotel									\$0.00		\$900.00
	Ground Transportation									\$0.00		\$100.00
	Other									\$0.00		\$180.00
	General Assembly - Southern, CA TOTAL									\$4,791.63		\$6,019.00
	Registration									\$2,060.00		\$2,369.00
	Hotel									\$2,100.00		\$2,165.00
	Air Transportation									\$600.00		\$810.00
	Other									\$150.00		\$675.00
5230	Travel and Conference TOTAL									\$4,791.63		\$9,568.00
5240	On/Off Campus Events											
	ASSC Fall Retreat											
	Catering									\$0.00		\$150.00
	Venue									\$0.00		\$100.00
	August											\$300.00
	September											\$300.00
	October											\$200.00
	November											\$200.00

733501	Library Donation TOTAL					\$0.00		
733502	Special Trust TOTAL					\$0.00		
7520	Student Scholarship							
	ASSC Leadership Scholarship					\$0.00		\$500.00
	Academic Scholarship							\$500.00
	Victoria Alvarez Scholarship					\$0.00		\$900.00
7520	Student Scholarship TOTAL					\$0.00		\$1,900.00
7600	Other Student Aid TOTAL					-\$137.85		
7601	Student Aid - Barnes and Noble Books TOTAL					\$200.00		
	TOTAL EXPENDITURES (WITHOUT 4200)*					\$25,331.76		\$46,497.40
	TOTAL EXPENDITURES (WITH 4200, \$20,000 funded from Barnes and Noble)							\$54,497.40
7900	RESERVE FOR CONTINGENCY					\$118,234.95		\$92,903.19
	Total Carryover					\$92,903.19		\$99,555.79