

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

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

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**EMPLOYMENT 2020-2021**

**Short-Term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Sheila Agno	Asst Clinical Skills Lab Instructor	General Fund	08/10-20 – 05/31/21	\$69.05/hr.
Dustin Aubert	Instructional Lab Assistant I	SEA-AAMP	09/03/20 – 06/30/21	\$15.21/hr.
Larry Bartlow	ASTC Instructional Assistant	SEA-ASTC	09/02/20 – 06/30/21	\$16.56/hr.
George Bostock	EMS Journey Level Assistant	General Fund	10/08/20 – 12/31/20	\$25.00/hr.
Dominic Camozzi	EMS Journey Level Assistant	General Fund	10/08/20 – 12/31/20	\$25.00/hr.
Angelina Johnson	ASTC Instructional Assistant	SEA-ASTC	09/02/20 – 06/30/21	\$16.56/hr.
Shilah Johnson	ASTC Instructional Assistant	SEA-ASTC	09/02/20 – 06/30/21	\$16.56/hr.
Pedro Javaras- Lopez	ASTC Instructional Assistant	SEA-ASTC	09/02/20 – 06/30/21	\$16.56/hr.

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**Salvatore Abbate**  
Human Resources

September 25, 2020

**Date Submitted**

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

October 7, 2020

**Date Approved**

**Short-Term/Temporary/Substitute (continued)**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Antonio Pelayo	ASTC Instructional Assistant	SEA-ASTC	09/02/20 – 06/30/21	\$16.56/hr.
Jeffrey Sagan	ASTC Instructional Assistant	SEA-ASTC	09/02/20 – 06/30/21	\$16.56/hr.
Monika Sloan	Asst Clinical Skills Lab Instructor	General Fund	08/10-20 – 05/31/21	\$50.53/hr.
Elaine Talley	Asst Clinical Skills Lab Instructor	General Fund	08/10-20 – 05/31/21	\$62.63/hr.
Skyler Takeda	Instructional Lab Assistant I	SEA-AAMP	09/03/20 – 06/30/21	\$15.21/hr.
Jeremy Throne	ASTC Instructional Assistant	SEA-ASTC	09/02/20 – 06/30/21	\$16.56/hr.
Vincent Webster	Asst Instructor EMT/EMS	General Fund	08/26/20 – 12/31/20	\$69.05/hr.

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **DONATIONS**

**REQUESTED ACTION:**

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

**SUMMARY:**

<b><u>NAME AND ADDRESS</u></b>	<b><u>ITEM AND ESTIMATED VALUE</u></b>	<b><u>RECEIVING DEPARTMENT</u></b>
Beatrix Kapusinszky Solano County Public Health Lab 2201 Courage Dr. MS 9-200 Fairfield, CA 94533	Light Cycler 2.0 serial #1415932, LC Carousel Centrifuge 2.0 serial # 40684886.	Biotechnology

Acceptance of this donation is recommended at this time.

*CONTINUED ON NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

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

September 25, 2020

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 7, 2020

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **DONATIONS**

**REQUESTED ACTION:**

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

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**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE:*

<b><u>NAME AND ADDRESS</u></b>	<b><u>ITEM AND ESTIMATED VALUE</u></b>	<b><u>RECEIVING DEPARTMENT</u></b>
Beatrix Kapusinszky Solano County Public Health Lab 2201 Courage Dr. MS 9-200 Fairfield, CA 94533	Manufacturer: Roche Diagnostics, including the Software version 4.05 and user manuals as well as all the consumables, like capillaries, cold blocks etc. Value \$5,500.	Biotechnology

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **RESOLUTION NO. 20/21-09 TO APPROVE  
APPOINTMENT TO CITIZENS' BOND OVERSIGHT  
COMMITTEE (CBOC) – GLENN LOVEALL**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for Resolution No. 20/21-09, to appoint one citizen to the Citizens' Bond Oversight Committee (CBOC) representing the Construction/Trades Industry from Benicia.

Proposition 39 mandates the existence, purpose, duties, membership, and meeting standards of the Oversight Committee, which are contained in its adopted Bylaws.

The Board CBOC Subcommittee comprised of Trustees Thurston, Young and Martin, recommends the appointment of Glenn Loveall, Construction/Trades Industry, Benicia.

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Not Applicable

<i>Ed. Code:</i> 15278	<i>Board Policy:</i> 3390	<i>Estimated Fiscal Impact:</i> \$0
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

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

September 25, 2020

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

October 7, 2020

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO APPOINT MEMBER TO THE  
CITIZENS' BOND OVERSIGHT COMMITTEE**

**RESOLUTION NO. 20/21-09**

**WHEREAS**, As mandated by Proposition 39 and pursuant to Education Code Section 15278, the Solano Community College District Governing Board approved Resolution No. 20/21-08 at its October 7, 2020, meeting establishing the Citizens' Bond Oversight Committee (CBOC);

**WHEREAS**, The CBOC is comprised of nine members representing several constituent groups from throughout the District's service region, and it is necessary at this time to appoint one new member to fill an existing member-at-large vacancy; and

**WHEREAS**, Individuals submitted an application and a Subcommittee of the Governing Board reviewed and considered their qualifications; now therefore be it

**RESOLVED**, In accordance with the Bylaws, the Governing Board will make the appointment based on the recommendations from the Board Subcommittee.

**PASSED AND ADOPTED**, This 7th day of October 2020, by the Governing Board of the Solano Community College District.

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QUINTEN R. VOYCE, PRESIDENT

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CELIA ESPOSITO-NOY, ED.D., SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: RESOLUTION NO. 20/21-10: IN SUPPORT OF  
PROPOSITION 15: SCHOOLS AND LOCAL  
COMMUNITIES FUNDING ACT

REQUESTED ACTION:

- Information OR  Approval  
 Consent OR  Non-Consent

SUMMARY:

Proposition 15 will help alleviate the severe budget shortfalls caused by the economic crisis precipitated by the COVID-19 global pandemic and allow community colleges more options to serve their communities.

Board approval is requested to adopt the attached Resolution No. 20/21-10.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

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

4000 Suisun Valley Road  
Fairfield, CA 94534  
ADDRESS

TELEPHONE NUMBER

Celia Esposito-Noy, Ed.D.  
VICE PRESIDENT APPROVAL

September 30, 2020  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

October 7, 2020  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION SUPPORTING PROPOSTION 15: SCHOOLS AND  
LOCAL COMMUNITIES FUNDING ACT**

**RESOLUTION NO. 20/21-10**

WHEREAS, with more than 2.1 million students at 116 colleges, the California Community Colleges is the largest system of higher education in the country—training and educating today’s workforce for jobs that lead to gainful employment and upward economic mobility;

WHEREAS, the California Community Colleges serve approximately three times the combined enrollment of the University of California and California State University, yet it receives comparatively fewer resources;

WHEREAS, the state has historically underfunded California’s community colleges and our students on a per-pupil basis at a rate one third of that which is provided to the University of California and California State University;

WHEREAS, California’s community colleges serve a diverse student population that reflects the ethnic and racial makeup of the state, significant numbers of students who have learned English as their second language and non-traditional students who have gone back to school to build a better life for themselves and their families;

WHEREAS, estimates by academic researchers at the University of Southern California (USC) estimate that the California Schools and Local Communities Funding Act reclaims \$12 billion in property tax revenue every year to ensure that our schools and communities have the resources to educate and support our students;

WHEREAS, the measure invests about \$4.5 billion annually for school and community college districts, over and above Proposition 98 funding;

WHEREAS, the Schools and Local Communities Funding Act will help alleviate the severe budget shortfalls caused by the economic crisis precipitated by the COVID-19 global pandemic and allow community colleges more options to serve their communities;

WHEREAS, the California Community Colleges, because of this crisis, is facing a deferral of \$662.1 million this academic year to address a shortfall in revenues which will likely cause our community college districts to curtail vital programs and services to students and communities for years to come;

WHEREAS, the California Schools and Local Communities Funding Act does not affect property taxes for homeowners or renters because the initiative exempts all residential property;

WHEREAS, the measure levels the playing field for businesses that already pay their fair share in our communities and exempts all small business owners whose property is worth \$3 million or less;

BE IT RESOLVED, the Solano Community College District supports Proposition 15: “The California Schools and Local Communities Funding Act of 2020” as it appears on the November 2020 ballot.

PASSED AND ADOPTED, This 7th day of October 2020, by the Governing Board of the Solano Community College District.

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QUINTEN R. VOYCE, PRESIDENT

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CELIA ESPOSITO-NOY, ED.D., SECRETARY

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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTION NO. 20/21-11: IN SUPPORT OF  
 PROPOSITION 16: REPEAL PROPOSITION 209  
 AFFIRMATIVE ACTION AMENDMENT 2020**

**REQUESTED ACTION:**

- Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Solano Community College District supports Proposition 16.  
 Board approval is requested to adopt the attached Resolution No. 20/21-11.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>DISAPPROVAL</b> <input type="checkbox"/> <b>NOT REQUIRED</b> <input type="checkbox"/> <b>TABLE</b>
Celia Esposito-Noy, Ed.D. Superintendent-President <hr/> <b>PRESENTER'S NAME</b>		<hr/> <b>Celia Esposito-Noy, Ed.D.</b> Superintendent-President
4000 Suisun Valley Road Fairfield, CA 94534 <hr/> <b>ADDRESS</b>		
<hr/> <b>TELEPHONE NUMBER</b>		
Celia Esposito-Noy, Ed.D. <hr/> <b>VICE PRESIDENT APPROVAL</b>		
September 30, 2020 <hr/> <b>DATE SUBMITTED TO            SUPERINTENDENT-PRESIDENT</b>		<hr/> October 7, 2020 <hr/> <b>DATE APPROVED BY            SUPERINTENDENT-PRESIDENT</b>

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION SUPPORTING PROPOSTION 16: REPEAL PROPOSITION 209  
AFFIRMATIVE ACTION AMENDMENT 2020**

**RESOLUTION NO. 20/21-11**

WHEREAS, the passage of Proposition 209 in 1996 amended the California Constitution by prohibiting the consideration of race, sex, and ethnicity in admission to public employment, public education, and public contracting; and

WHEREAS, Proposition 209 inhibited California state and local governments' ability to remedy the continuing effects of past discrimination through race-conscious programs, such as those designed to ensure access to higher education through the University of California, California State University, and California Community Colleges; and

WHEREAS, Proposition 209 deterred the California Community Colleges, California State University, and University of California from implementing race-conscious policies, services, and interventions in programs that increase student achievement such as counseling, tutoring, outreach, and financial aid; and

WHEREAS, the effect of Proposition 209 led to a reduction in the percentage of underrepresented students admitted to public institutions of higher education in California, placing it in direct conflict with the goals of the California Community Colleges *Vision for Success* by making it more difficult to close equity gaps; and

WHEREAS, the repeal of Proposition 209 would additionally enable the California Community Colleges, California State University, and University of California campuses to target enrollment and support efforts to address the higher education opportunity, transfer, and completion gaps faced by Black and Latinx students; and

WHEREAS, a 2015 study by the Equal Justice Society found that Proposition 209 has cost women and minority-owned businesses \$1.1 billion each year, perpetuated gender and racial wage gaps, and allowed discriminatory hiring and contracting processes to continue unhindered; and

WHEREAS, California is one of only eight states that does not allow race or gender to be considered in hiring, or allotting state contracts, or accepting students into the state's public colleges and universities in order to remedy the effects of generations of discrimination; and

WHEREAS, the California Community Colleges system has engaged in ongoing efforts to diversify the faculty and staff serving our 2.1 million students, through the establishment of a *Diversity, Equity, and Inclusion Task Force* in 2018 and its final report released in May 2020, which concluded that, among other things, "Decreasing racial and gender gaps among [community college] leadership, faculty, and staff are key to improving student outcomes"; and WHEREAS, the Solano Community College Board of Trustees is unwavering in its support and promotion of programs, initiatives, and policies designed to instill values associated with community and inclusion; now, therefore, be it

RESOLVED that the Solano Community College District supports Proposition 16: “The Repeal of Proposition 209 Affirmative Action Amendment 2020” as it appears on the November 2020 ballot.

PASSED AND ADOPTED, This 7th day of October 2020, by the Governing Board of the Solano Community College District.

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QUINTEN R. VOYCE, PRESIDENT

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CELIA ESPOSITO-NOY, ED.D., SECRETARY



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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTION 20/21-07 OF THE BOARD OF TRUSTEES OF THE SOLANO COMMUNITY COLLEGE DISTRICT, SOLANO AND YOLO COUNTIES, CALIFORNIA, AUTHORIZING THE ISSUANCE OF SOLANO COMMUNITY COLLEGE DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA) ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES D, AND ACTIONS RELATED THERETO**

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**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE;*

- (a) Bond Resolution. This Resolution authorizes the issuance of Bonds, specifies the basic terms, parameters and forms of the Bonds, and approves the form of Purchase Contract and form of Preliminary Official Statement described below. In particular, Section 1 of the Resolution establishes the maximum aggregate initial principal amount of the Bonds to be issued (\$30,000,000). Section 4 of the Resolution states the maximum underwriters' discount (0.40%) with respect to the Bonds, the maximum legal interest rate on the Bonds, and authorizes the Bonds to be sold at a negotiated sale to Piper Sandler & Co., as representative on behalf of itself and RBC Capital Markets LLC, as the underwriters (the "Underwriters"). The Resolution authorizes the issuance of current interest bonds only; capital appreciation bonds are not authorized.
- (b) Form of Purchase Contract. The Resolution approves the form of the Purchase Contract. Pursuant to the Purchase Contract, the Underwriters will agree to buy the Bonds from the District. All 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 Bonds, the final execution copy of the Purchase Contract will be prepared following this form.
- (c) Form of Preliminary Official Statement. The Resolution approves the form of the Preliminary Official Statement. The Preliminary Official Statement (the "POS") is the offering document describing the Bonds which may be distributed to prospective purchasers of the Bonds. The POS discloses information with respect to, among other things, (i) the proposed uses of proceeds of the Bonds, (ii) the terms of the Bonds (interest rate, redemption terms, etc.), (iii) the bond insurance policy for the Bonds, if any, (iv) the security for repayment of the Bonds (the *ad valorem* property tax levy), (v) information with respect to the District's tax base (upon which such *ad valorem* property taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Bonds and the District, and (viii) absence of material litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Bonds. Following the pricing of the Bonds, a final Official Statement for the Bonds will be prepared, substantially in the form of the POS.

*CONTINUED ON NEXT PAGE;*

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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTION 20/21-07 OF THE BOARD OF TRUSTEES OF THE SOLANO COMMUNITY COLLEGE DISTRICT, SOLANO AND YOLO COUNTIES, CALIFORNIA, AUTHORIZING THE ISSUANCE OF SOLANO COMMUNITY COLLEGE DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA) ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES D, AND ACTIONS RELATED THERETO**

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**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE;*

(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 any public agency issuing debt a covenant that such public agency will annually file “material financial information and operating data” with respect to such public agency through the web-based Electronic Municipal Market Access (“EMMA”) system maintained by the Municipal Securities Rulemaking Board (a federal agency that regulates “broker-dealers,” including investment banking firms that underwrite municipal obligations). 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 such information in connection with prior bond issuances. The purpose of the law is to provide investors in the Bonds with current information regarding the District. Similar laws have governed the corporate debt market for many years.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Staff recommends approval of Resolution 20/21-07 A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO COMMUNITY COLLEGE DISTRICT, SOLANO AND YOLO COUNTIES, CALIFORNIA, AUTHORIZING THE ISSUANCE OF SOLANO COMMUNITY COLLEGE DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA) ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES D, AND ACTIONS RELATED THERETO

**RESOLUTION NO. 20/21-07**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO COMMUNITY COLLEGE DISTRICT, SOLANO AND YOLO COUNTIES, CALIFORNIA, AUTHORIZING THE ISSUANCE OF SOLANO COMMUNITY COLLEGE DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA) ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES D, AND ACTIONS RELATED THERETO**

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

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

**WHEREAS**, pursuant to the Authorization, on June 18, 2013, the District issued the first and second series of bonds under the Authorization in an aggregate principal amount of \$119,996,899.15;

**WHEREAS**, pursuant to the Authorization, on April 26, 2017, the District issued the third series of bonds under the Authorization in an aggregate principal amount of \$90,000,000;

**WHEREAS**, at this time this Board of Trustees (the “Board”) has determined that it is necessary and desirable that the District issue the fourth issuance of bonds under the Authorization in an aggregate principal amount not-to-exceed \$30,000,000 (collectively, the “Bonds”);

**WHEREAS**, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (the “Act”) of the Government Code (the “Government Code”), the Bonds are authorized to be issued by the District for the purposes set forth in the ballot submitted to the voters at the Election;

**WHEREAS**, pursuant to Government Code Section 5852.1, the Board obtained from the Underwriters (as defined herein) and disclosed herein, in a meeting open to the public, prior to authorization of the execution and delivery of the Bonds, good faith estimates of (a) the true interest cost of the Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Bonds, (c) the amount of proceeds of the Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Bonds, and (d) the sum total of all debt service payments to be evidenced by the Bonds calculated to the final payment date evidenced by the Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Bonds;

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

**WHEREAS**, this Board desires to appoint certain professionals to provide services related to the issuance of the Bonds; and

**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 bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

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

**SECTION 1. Authorization for Issuance of the Bonds.** To raise money for the purposes authorized by the voters of the District at the Election, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Bonds pursuant to the Act in one or more Series of Taxable or Tax-Exempt Current Interest Bonds, with appropriate series designations if more than one Series is issued, all as more fully set forth in the executed Purchase Contract (as defined herein). The Board further orders such Bonds sold such that the Bonds shall be dated as of a date to be determined by an Authorized Officer (defined herein), shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not-to-exceed \$30,000,000.

**SECTION 2. Paying Agent.** This Board hereby appoints the Paying Agent, as defined in Section 5 hereof, to serve as the paying agent, bond registrar, transfer agent and authentication agent for the Bonds on behalf of the District. This Board hereby approves 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 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 by Education Code (the “Education Code”) Section 15232.

**SECTION 3. Terms and Conditions of Sale.** The Bonds shall be sold upon the direction of the Superintendent/President or the Vice President, Finance and Administration of the District, or such other officers or employees of the District as the Superintendent/President or the Vice President, Finance and Administration may designate for such purpose (collectively, the “Authorized Officers”), and pursuant to such terms and conditions set forth in the Purchase Contract (defined herein). The Board hereby authorizes the sale of the Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriters (as defined herein) to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District’s goal of achieving the lowest overall cost of funds.

**SECTION 4. Approval of Purchase Contract.** The form of Purchase Contract by and between the District and the Underwriters (defined herein), substantially in the form on file with the Secretary to the Board, is hereby approved and 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 shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, (i) that the interest rates on the Bonds shall not exceed the maximum rate permitted by law; and (ii) the underwriting discount on the Bonds, excluding original issue discount, shall not exceed 0.40% of the aggregate principal amount of the Bonds actually issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for

sale by the District up to \$30,000,000 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) **“Beneficial Owner”** means, when used with reference to book-entry Bonds registered pursuant to Section 6 hereof, the person who is considered the beneficial owner of such Bonds pursuant to the arrangements for book entry determination of ownership applicable to the Depository.

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

(c) **“Bond Payment Date”** means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing on February 1, 2021 with respect to interest on the Bonds, and August 1 of each year, commencing August 1, 2021, with respect to payments of principal of the Bonds.

(d) **“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 Bonds shall be recorded.

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

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

(g) **“County”** means Solano County.

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

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

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

(k) **“DTC”** means The Depository Trust Company 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 Bonds.

(l) **“Fair Market Value”** means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

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

(n) **“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.

(o) **“Long Current Interest Bonds”** means Current Interest Bonds that mature later than 30 years from their Date of Delivery.

(p) **“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, such other nationally recognized securities rating agency designated by the District.

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

(r) **“Non-AMT Bonds”** means obligations the interest on which is excludable from gross income for federal income tax purposes under Section 103(a) of the Code and not treated as an item of tax preference under Section 57(a)(5)(C) of the Code, that are legal investments pursuant to Section 53601 of the Government Code of the State of California.

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

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

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

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

(iii) 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 Bonds), in accordance with Section 19 of this Resolution.

(u) **“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.

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

(w) **“Permitted Investments”** means (i) any lawful investments permitted by Government Code Section 16429.1 and Section 53601, including Non-AMT Bonds and Qualified Non-AMT Mutual Funds, (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Government Code Section 53635, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being invested in a particular type of security, (iii) a guaranteed investment contract with a provider having a rating meeting the minimum rating requirements of the County investment pool maintained by the Treasurer, (iv) the Local Agency Investments Fund of the California State Treasurer, (v) the County investment pool described above, and (vi) United States Treasury Securities, State and Local Government Series.

(x) **“Purchase Contract”** means the contract or contracts for purchase and sale of the Bonds, by and between the District and the Underwriters named therein. To the extent the 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.

(y) **“Qualified Non-AMT Mutual Fund”** means stock in a regulated investment company to the extent that at least 95% of the income of such regulated investment company is interest that is excludable from gross income under Section 103 of the Code and not an item of tax preference under Section 57(a)(5)(C) of the Code.

(z) **“Qualified Permitted Investments”** means (i) Non-AMT Bonds, (ii) Qualified Non-AMT Mutual Funds, (iii) other Permitted Investments authorized by an opinion of Bond Counsel to the effect that such investment would not adversely affect the tax-exempt status of the Bonds, and (iv) Permitted Investments of proceeds of the Bonds, and interest earned on such proceeds, held not more than thirty days pending reinvestment or Bond redemption. A guaranteed investment contract or similar investment agreement (e.g. a forward supply contract, GIC, repo, etc.) does not constitute a Qualified Permitted Investment.

(aa) **“Record Date”** means the close of business on the 15th day of the month preceding each Bond Payment Date.

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

(cc) **“S&P”** means S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, its successors and assigns, or, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the District.

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

(ee) **“Tax-Exempt Bonds”** means any 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 Bonds.

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

(gg) **“Transfer Amount”** means, with respect to any Outstanding Bond, the principal amount thereof.

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

(ii) **“Underwriters”** means Piper Sandler & Co and RBC Capital Markets, LLC.

## **SECTION 6. Terms of the Bonds.**

(a) Denomination, Interest, Dated Dates and Terms. The Bonds shall be issued as fully registered book-entry Current Interest Bonds registered as to both principal and interest, in denominations of \$5,000 principal amount or any integral multiple thereof. The Bonds shall bear interest at a rate not in excess of that authorized at the Bond Election and will initially be registered in the name of “Cede & Co.,” as the Nominee of DTC.

Each Bond shall be dated as of 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 16<sup>th</sup> 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 Bonds shall be payable on the respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of 12, 30-day months.

To the extent the issuance of Bonds includes Long Current Interest Bonds, the useful life of any facility financed with such Long Current Interest Bonds will equal or exceed the maturity of such Long Current Interest Bonds.

(b) Redemption.

(i) Terms of Redemption. The Bonds shall be subject to optional redemption prior to maturity or mandatory sinking fund redemption as provided in the Purchase Contract or the Official Statement.

(ii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select 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 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 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 Bonds optionally redeemed, or (ii) within a maturity, 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.

(iii) Redemption Notice. When optional redemption is authorized or required pursuant to Section 6(b) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a “Redemption Notice”) of the redemption of the Bonds. Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the 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 Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the portion of the principal amount of such Bond to be redeemed, and the original issue date, interest rate and stated maturity date of each 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 Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date, and that from and after such date, interest thereon shall cease to accrue.

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

1. 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 Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.
2. 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.

3. 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.

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

A certificate of the Paying Agent or the 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 Bonds. Each transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such transfer. The Redemption Notice may state that no representation is made as to the accuracy or correctness of CUSIP numbers printed thereon, or on the Bonds.

With respect to any Redemption Notice of Bonds (or portions thereof, unless upon the giving of such notice such Bonds 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 the 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 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 such Bonds shall be subject to redemption on such date and the 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 such redemption. The Paying Agent shall distribute a notice of such rescission or such Redemption Notice in the same manner as the Redemption Notice was originally provided.

(iv) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall authenticate and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in principal amounts to the unredeemed portion of the 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.

(v) 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 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 Bonds to be redeemed as provided in Section 6(b) hereof, together with interest accrued to such redemption date, shall be held in trust as provided in Section 19 hereof, 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 Bonds to be redeemed shall cease to accrue and become payable. All money held for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds to be so redeemed.

All 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 Bond purchased by the District shall be cancelled by the Paying Agent.

(vi) Bonds No Longer Outstanding. When any 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 held irrevocably in trust as provided in Section 19 hereof for the payment of the redemption price of such Bonds or portions thereof, and accrued interest thereon to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

(c) Book-Entry System.

(i) Election of Book-Entry System. The 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 Bonds in an authorized denomination. The ownership of each such Bond shall be registered in the Bond Register in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, and all or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

With respect to book-entry 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 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 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 Bonds, including any Redemption Notice, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to principal of, premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute Owner of such book-entry Bond for the purpose of payment of principal of and premium and interest on and to such Bond, for the purpose of giving Redemption Notices and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the book-entry 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 the book-entry 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 the book-entry 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 book-entry 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 such book-entry 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 book-entry 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 book-entry 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 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 Outstanding book-entry 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 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 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 Bonds are held in book entry form and registered in the name of the Nominee, all payments by the District or the Paying Agent with respect to principal of and premium, if any, or interest on the book-entry Bonds and all notices with respect to such Bonds, including Redemption Notices, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise required or instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such 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 (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) 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 (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) 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 Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of 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 Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new 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 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 an advance refunding of any 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 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 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 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 Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Bonds.

**SECTION 7. Execution of the Bonds.** The Bonds shall be signed by the President of the Board, or any other member of the Board authorized to sign on behalf of the President, by their 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 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 Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the 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 Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its designated corporate trust office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the principal of and premium, if any, and interest on any Bond shall be made only to or upon the order of such Owner; 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 Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for a Bond of like Series, tenor, maturity and principal amount upon presentation and surrender at the designated corporate trust 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 Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the designated corporate trust 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 bond or bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the principal amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If any 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 Bond of like Series, tenor, maturity and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any 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 Bond of like Series, tenor, maturity and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute 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 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 Bonds only after the new Bonds are signed by authorized officers of the District as provided in Section 7. In all cases of exchanged or transferred Bonds, the District shall sign and the Paying Agent shall authenticate and deliver 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 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 Bonds surrendered upon that exchange or transfer.

Any 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 Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled 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 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 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 Bonds which have been selected or called for redemption in whole or in part.

**SECTION 9. Payment.** Payment of interest on any Bond on any Bond Payment Date shall be made to the person appearing on the Bond Register 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 to the 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 premiums, if any, payable on the 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 Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are obligations of the District payable solely from the levy of *ad valorem* property taxes upon all property within the District subject to taxation, which taxes shall be without limit as to rate or amount. The Bonds do not constitute an obligation of the Counties except as provided in this Resolution, and no part of any fund of either of the Counties is pledged or obligated to the payment of the Bonds.

**SECTION 10. Forms of Bonds.** The Bonds shall be in substantially the form as set forth in Exhibit A hereto, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution, the Purchase Contract and the Official Statement, or to correct or cure any defect, inconsistency, ambiguity or omission therein. Pending the preparation of definitive Bonds, the Bonds may be executed and delivered in temporary form exchangeable for definitive Bonds when ready for delivery. If the Paying Agent delivers temporary Bonds, it shall execute and deliver definitive Bonds in an equal aggregate principal amount of authorized denominations, when available, and thereupon the temporary Bonds shall be surrendered to the Paying Agent. Until so exchanged, the temporary Bonds shall be entitled to the same benefits hereunder as definitive Bonds.

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

**SECTION 12. Deposit of Proceeds of Bonds.** (a) The purchase price received from the Underwriters pursuant to the Purchase Contract, to the extent of the principal amount thereof, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "Solano Community College District, Election of 2012 General Obligation Bonds, Series D Building Fund" (the "Building Fund") of the District, shall be kept separate and distinct from all other District and County

funds, and such proceeds shall be used solely for the purposes for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes authorized by the voters of the District at the Election. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. At the election of the District, (i) to the extent the Bonds are issued in more than one Series, there shall be created a separate Building Fund for each such Series of Bonds, with appropriate Series designation, and all references herein to the Building Fund shall be deemed to include any Building Fund created for a Series of Bonds or (ii) the Building Fund may be established as a subaccount of, or otherwise combined with, a fund established by the County for the purpose of holding proceeds of bonds issued pursuant to the Authorization.

The purchase price received from the Underwriters pursuant to the Purchase Contract, to the extent of any accrued interest and any net original issue premium, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "Solano Community College District Election of 2012 General Obligation Bonds, Series D Debt Service Fund" (the "Debt Service Fund") for the Bonds and used for payment of principal of and interest on the Bonds, and for no other purpose. At the election of the District, (i) to the extent the Bonds are issued in more than one Series, there shall be created a separate Debt Service Fund for each such Series of Bonds, with appropriate Series designation, and all references herein to the Debt Service Fund shall be deemed to include any Debt Service Fund created for a Series of Bonds, or (ii) the Debt Service Fund may be established as a subaccount of, or otherwise with, a fund established by the County for the purpose of holding proceeds of ad valorem property tax levies made to pay bonds issued pursuant to the Authorization.

Interest earnings on monies held in the Building Fund shall be retained in the Building Fund. Interest earnings on monies held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds on deposit in the Building Fund not needed for the authorized purposes set forth herein for which the Bonds are being issued upon written notice from the District shall be transferred to the Debt Service Fund and applied to the payment of principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds in the Debt Service Fund, any such excess amounts shall be transferred to the general fund of the District, as permitted by law.

The costs of issuance of the Bonds are hereby authorized to be paid either from premium withheld by the Underwriters upon the sale of the Bonds, or from the principal amount of the Bonds received from the Underwriters. To the extent costs of issuance are paid from such principal amount, the District may direct that a portion thereof, in an amount not-to-exceed 2.0% of such principal amount, in lieu of being deposited into the Building Fund, be deposited in a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose. Any excess moneys in the cost of issuance account remaining after payment of all costs of issuance shall be transferred to the County for deposit into the Building Fund or Debt Service Fund, as appropriate.

(b) Moneys in the Debt Service Fund and the Building Fund shall be invested in Permitted Investments. If at the time of issuance the District determines to issue the Bonds as Tax-Exempt Bonds without regard to the Internal Revenue Code "temporary period" restrictions, all investment of Bond proceeds shall be subject to paragraph (i) below; and the District may provide for an agent to assist the County in investing funds pursuant to paragraph (i) below. If the District fails to direct the County or its agent, as the case may be, the County or its agent shall invest or cause the funds in the Building Fund to be invested in Qualified Permitted Investments, subject to the provisions of paragraph (i) below, until such time as the District provides written direction to invest such funds otherwise. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine

the tax consequences of any investment. The interest earned on the moneys deposited to the Building Fund shall be applied as set forth in subparagraph (1)(3) below:

(i) Covenant Regarding Investment of Proceeds.

1. Permitted Investments. Beginning on the delivery date, and at all times until expenditure for authorized purposes, not less than 95% of the proceeds of the Bonds deposited in the Building Fund, including investment earnings thereon, will be invested in Qualified Permitted Investments. Notwithstanding the preceding provisions of this Section, for purposes of this paragraph, amounts derived from the disposition or redemption of Qualified Permitted Investments and held pending reinvestment or redemption for a period of not more than 30 days may be invested in Permitted Investments. The District hereby authorizes investments made pursuant to this Resolution with maturities exceeding five years.

2. Recordkeeping and Monitoring Relating to Building Fund.

(A) Information Regarding Permitted Investments. The District hereby covenants that it will record or cause to be recorded with respect to each Permitted Investment in the Building Fund the following information: purchase date; purchase price; information establishing the Fair Market Value of such Permitted Investment; face amount; coupon rate; periodicity of interest payments; disposition price; disposition date; and any accrued interest received upon disposition.

(B) Information in Qualified Non-AMT Mutual Funds. The District hereby covenants that, with respect to each investment of proceeds of the Bonds in a Qualified Non-AMT Mutual Fund pursuant to paragraph (i)(1) above, in addition to recording, or causing to be recorded, the information set forth in paragraph (i)(2)(A) above, it will retain a copy of each IRS information reporting form and account statement provided by such Qualified Non-AMT Mutual Fund.

(C) Monthly Investment Fund Statements. The District covenants that it will obtain, at the beginning of each month following the delivery date, a statement of the investments in the Building Fund detailing the nature, amount and value of each investment as of such statement date.

(D) Retention of Records. The District hereby covenants that it will retain the records referred to in paragraph (i)(2)(A) and each IRS information reporting form referred to in paragraph (i)(2)(B) with its books and records with respect to the Bonds until three years following the last date that any obligation comprising the Bonds is retired.

3. Interest Earned on Permitted Investments. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund.

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

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

(a) The District shall create and establish a special fund designated the “Solano Community College District Election of 2012 General Obligation Bonds, Series D 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, and the Treasury Regulations promulgated thereunder (the “Treasury Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District in connection with the Tax-Exempt Bonds (the “Tax Certificate”).

(b) Within 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 Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Treasury Regulations, using as the “computation date” for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, 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. 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. The District shall not be required to calculate the “rebate amount” and 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 Bonds (including amounts treated as proceeds of the 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, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (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) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) 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,

(1) not later than 60 days after the end of (i) the fifth Bond Year, and (ii) each fifth 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 Treasury Regulations; and

(2) not later than 60 days after the payment of all Bonds, an amount equal to 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 Treasury Regulations.

(e) In the event that, prior to the time any payment is 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 (or have calculated) 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.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service, 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 the District.

(g) 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, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

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

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

**SECTION 14. Security for the Bonds.** 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 Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due, which moneys when collected will be deposited in the Debt Service Fund of the District, and which fund is hereby designated for the payment of the principal of and interest on the Bonds when and as the same falls 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. Pursuant to Government Code Section 53515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* property taxes for the payment of the 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 Bonds and all amounts on deposit in the corresponding Debt Service Fund created pursuant to Section 12 to the payment of such Series of 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 Bonds to provide security for the payment of such 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 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 Bonds to the DTC Participants who will thereupon make payments of such principal and interest to the Beneficial Owners of the Bonds. Any

moneys remaining in the Debt Service Fund after the 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, pursuant to the Education Code Section 15234.

**SECTION 15. Arbitrage Covenant.** The District covenants that it will restrict the use of the proceeds of the Bonds issued as Tax-Exempt Bonds in such manner and to such extent, if any, as may be necessary, so that the Tax-Exempt Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed thereunder or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

**SECTION 16. Conditions Precedent.** The Board determines that all acts and conditions necessary to be performed by the Board 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, or will at the time of delivery of the 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 Bonds.

**SECTION 17. Official Statement.** The Preliminary Official Statement relating to the 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 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 Bonds, and such Underwriters are directed to deliver copies of any final Official Statement to the purchasers of the 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 Bonds, and to the extent that the Bond Insurer makes payment of the principal of and interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of such principal or interest, 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 Bond Register for the 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 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 Bond Register for the Bonds maintained by the Paying Agent upon surrender of the 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 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 any amounts transferred from the Debt

Service Fund, if any, is sufficient to pay all Bonds Outstanding and designated for defeasance (including all principal thereof, accrued 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 any amounts transferred from the Debt Service Fund, if any, and any other cash, if required, 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 Bonds Outstanding and designated for defeasance (including all principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding 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 Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall, unless otherwise provided in the Purchase Contract, mean:

Direct and general obligations of the United States of America, or 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 (i) a bank or trust company acts as custodian and holds the underlying United States obligations; (ii) 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 (iii) 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 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. Nonliability of Counties.** Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither of the Counties, nor their respective officials, officers, employees or agents thereof, shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the Counties or a pledge of either of the Counties' full faith and credit, and the Bonds and any liability in connection therewith, shall be paid solely from *ad valorem* property taxes lawfully levied to pay the principal of or interest on the Bonds, which taxes shall be unlimited as to rate or amount.

**SECTION 21. Reimbursement of Counties' Costs.** The District shall reimburse the Counties for all costs and expenses incurred by the Counties and the respective officials, officers, agents and employees thereof in issuing or otherwise in connection with the issuance of the Bonds.

**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 Bonds in such year, and to pay from such taxes all amounts due on the 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 Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The Board hereby finds and determines that such *ad valorem* property taxes shall be levied specifically to pay the Bonds being issued to finance specific projects authorized by the voters of the District at the Election.

**SECTION 23. Other Actions.** (a) Officers of the Board and 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 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 appoints (i) Piper Sander & Co. and RBC Capital Markets, LLC as Underwriters and (ii) Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, all with respect to the issuance of the Bonds.

(c) The provisions of this Resolution as they relate to the Bonds may be amended by the Purchase Contract or the Official Statement.

(d) Based on a good faith estimate from the Underwriters, the District finds that (i) the True Interest Cost of the Bonds (as defined in Government Code Section 5852.1) is expected to be approximately 3.37%, (ii) the total Finance Charge of the Bonds (as defined in Government Code Section 5852.1) is expected to be \$246,000, (iii) the total proceeds expected to be received by the District from the sale of the Bonds, less the Finance Charge of the Bonds and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is \$29,874,000, and (iv) the District expects that the Total Payment Amount (as defined in Government Code Section 5852.1), calculated to the final maturity of the Bonds, will be \$53,026,721. The information presented in this section is included in satisfaction of Government Code Section 5852.1, and shall not abrogate or otherwise limit any provision of this Resolution

**SECTION 24. Resolution to Treasurers.** The Secretary to this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer of each of the Counties immediately following its adoption.

**SECTION 25. 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 as of the Date of Delivery, 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 Continuing Disclosure Certificate appended to the form of the Preliminary Official Statement on file with the Secretary to the Board as of the date hereof, and the Authorized Officers, each alone, are hereby authorized to execute and deliver such Continuing Disclosure Certificate with such changes therein and modifications thereto as the Authorized Officers executing the same shall approve, such approval to be conclusively evidenced by such execution and delivery. 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 Bonds.

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

**SECTION 27. 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 28. Recitals.** All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

PASSED, ADOPTED AND APPROVED this 7th day of October, 2020, by the following vote:

AYES: MEMBERS \_\_\_\_\_

NOES: MEMBERS \_\_\_\_\_

ABSTAIN: MEMBERS \_\_\_\_\_

ABSENT: MEMBERS \_\_\_\_\_

\_\_\_\_\_  
President of the Board of Trustees  
Solano Community College District

ATTEST:

\_\_\_\_\_  
Secretary to the Board of Trustees  
Solano Community College District

**SECRETARY’S CERTIFICATE**

I, Dr. Celia Esposito-Noy, Secretary to the Board of Trustees of the Solano Community College District, Solano and Yolo Counties, California, 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 of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on October 7, 2020, of which meeting all of the members of the Board of said District 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 \_\_, 2020

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Secretary to the Board of Trustees of the Solano  
Community College District

**EXHIBIT A**  
**FORM OF BONDS**

**UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE PAYING AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.**

**REGISTERED  
NO.**

**REGISTERED  
\$**

**SOLANO COMMUNITY COLLEGE DISTRICT  
(SOLANO AND YOLO COUNTIES, CALIFORNIA)  
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES 2017[D][E]**

<u>INTEREST RATE:</u> _____ % per annum	<u>MATURITY DATE:</u> August 1, _____	<u>DATED AS OF:</u> _____, 2020	<u>CUSIP</u>
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REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Solano Community College District (the "District") in Solano and Yolo Counties, California (the "County"), 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 on February 1, 2021. 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, 2021, in which event it shall bear interest from the Date of Delivery. Interest shall be computed on the basis of a 360-day year of 12, 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, such owner being 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 corporate trust 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 at the address appearing on the bond register maintained

by the Paying Agent 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 approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on November 6, 2012 (the “Election”), upon the question of issuing bonds in the amount of \$348,000,000 and the resolution of the Board of Trustees of the District adopted on October 7, 2020 (the “Bond Resolution”). This Bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code. This Bond and the issue of which this Bond is one are 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 in accordance with Education Code Sections 15250 and 15252. Pursuant to Government Code Section 535515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of such ad valorem property taxes.

Pursuant to Government Code Sections 5450 and 5451, the District has pledged all revenues received from the levy and collection ad valorem property taxes for the payment of the Bonds, and all amounts on deposit in the Debt Service Fund (as defined in the Bond Resolution), to the payment of the Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in the Debt Service Fund, and shall constitute an agreement between the District and the Registered Owners of the Bonds to provide security for the payment of the Bonds in addition to any statutory lien that may exist

The bonds of this issue comprise \$ \_\_\_\_\_ principal amount of current interest bonds, of which this bond is a part (collectively, the “Bonds”).

This Bond is exchangeable and transferable for a Bond of like series, tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated corporate trust office of the Paying Agent in San Francisco, California, 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 Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to their fixed maturity dates. The Bonds maturing on or after August 1, 20\_\_ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, 20\_\_ at a redemption price equal to the principal amount of the Bonds to be redeemed, plus interest thereon to the date fixed for redemption, without premium.

The Bonds maturing on August 1, 20\_\_, are subject to redemption prior to maturity from mandatory sinking fund payments 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 amount represented by such Bonds to be so redeemed and the dates therefor and the final principal payment date are as indicated in the following table:

Redemption Dates

Principal Amounts

TOTAL

In the event that a portion of the Term Bonds maturing on August 1, 20\_\_ is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000 of principal amount, in respect of the portion of such Term Bonds optionally redeemed.

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be selected 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 the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or any integral multiple thereof. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called by the Paying Agent as directed by the District, and if not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of certain defined terms used herein, as well as the provisions, among others, with respect to the nature and extent of the security for the 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 no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the 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 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]

**IN WITNESS WHEREOF**, the Solano Community College District, Solano and Yolo Counties, California, has caused this Bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the [Secretary to/Clerk of] the Board of Trustees of the District, all as of the date stated above.

**SOLANO COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_  
(Facsimile Signature)  
President, Board of Trustees

**COUNTERSIGNED:**

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

**CERTIFICATE OF AUTHENTICATION**

This bond is one of the Bonds described in the Bond Resolution referred to herein which has been authenticated and registered on \_\_\_\_\_, 20\_\_.

By: U.S. BANK NATIONAL ASSOCIATION, as Paying Agent

\_\_\_\_\_  
Authorized Officer

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 certificate 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 certificate 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/Clerk], Board of Trustees

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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTON NO. 20/21-08 WORKERS' COMPENSATION  
 FOR VOLUNTEERS**

**REQUESTED ACTION:**

- Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

In compliance with the Legislature of the State of California authorizing inclusion of the District Worker's Compensation program in accordance with Labor Code 3364.5 the Governing Board desires to provide worker's compensation coverage for persons authorized to perform volunteer services for the District. Workers' Compensation Benefits will be authorized for unsalaried person(s) authorized to perform volunteer service for the District and shall be deemed an employee of the District should they sustain injury while engaged in the services of the District

**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> 72506	<i>Board Policy:</i> 3400	<i>Estimated Fiscal Impact:</i> \$ 0
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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  
 Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

September 25, 2020

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

October 7, 2020

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**WORKERS' COMPENSATION COVERAGE FOR VOLUNTEERS**

**RESOLUTION NO. 20/21-08**

**WHEREAS**, The Governing Board of the Solano Community College District (District) desires to provide workers' compensation coverage for persons authorized to perform volunteer services for the District and

**WHEREAS**, the Legislature of the State of California has provided authorization for inclusion of such coverage in the District Workers' Compensation program in accordance with Labor Code Section 3364.5

**NOW, THEREFORE, BE IT RESOLVED** that the District hereby adopts the policy for purposes of Workers' Compensation Benefits that an unsalaried person(s) authorized by the Superintendent/President or Governing Board to perform volunteer services for the District shall be deemed an employee of the District should they sustain an injury while engaged in the services of the District under the direction and control of the District Governing Board or the Superintendent/President of District.

**PASSED AND ADOPTED**, This 7<sup>th</sup> day of October 2020, by the Governing Board of the Solano Community College District.

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QUINTEN R. VOYCE  
BOARD PRESIDENT

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CELIA ESPOSITO-NOY, Ed.D.  
SECRETARY

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **AGREEMENT BETWEEN CABRILLO COMMUNITY COLLEGE DISTRICT AND SOLANO COMMUNITY COLLEGE FOR YEAR 4 FUNDING FOR THE BAY AREA COMMUNITY COLLEGE CONSORTIUM STRONG WORKFORCE PROGRAM REGIONAL FUND AGREEMENT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Governing Board approval is requested to accept Year 4 funding in the amount of \$739,192 per the Bay Area Community College Consortium Strong Workforce Program Regional Fund Agreement dated July 1, 2019 through December 31, 2021 between Cabrillo Community College District and Solano Community College.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$739,192 revenue</i>
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**SUPERINTENDENT’S RECOMMENDATION:**                       **APPROVAL**                       **DISAPPROVAL**  
 **NOT REQUIRED**                       **TABLE**

Maire Morinec  
Dean, Vacaville Center

**PRESENTER’S NAME**

4000 Suisun Valley Rd.  
Fairfield, CA 94534

**ADDRESS**

**707-864-7155**

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

September 25, 2020

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 7, 2020

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**BAY AREA COMMUNITY COLLEGE CONSORTIUM  
STRONG WORKFORCE PROGRAM REGIONAL FUND AGREEMENT  
BETWEEN  
CABRILLO COMMUNITY COLLEGE DISTRICT  
and  
Solano CCD on behalf of Solano Community College**

This Agreement is between Cabrillo Community College District, hereinafter referred to as “Fiscal Agent,” and Solano CCD on behalf of Solano Community College, hereinafter referred to as “Subrecipient”. The Fiscal Agent and Subrecipient are also referred to collectively as “Parties” and individually as “Party.” This Agreement is based on the Strong Workforce Program Regional Fund Agreement between the Fiscal Agent and the California Community Colleges Chancellor’s Office, i.e., Prime Sponsor, and is effective to cover Strong Workforce Program allocations and schedules identified in Exhibit B. This agreement may be extended to include additional Allocations through amendments to Exhibit B.

This agreement supersedes any previous agreements for Strong Workforce Program Regional Fund Allocations between the Fiscal Agent and the Subrecipient.

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

## 1. PERIOD OF PERFORMANCE

The period of performance for this Agreement is specified in Exhibit B of this agreement, unless terminated earlier in accordance with this Subcontract or modified by mutual written agreement. Extensions to this agreement may be made through amendments to Exhibit B.

## 2. CERTIFIED PROJECT PROPOSALS

Subrecipient shall perform the Scopes of Work detailed using individually certified Project Proposals contained in NOVA ([nova.cccco.edu](http://nova.cccco.edu)). Certified Project Proposals covered by this agreement are those proposals entered on the on-line Regional Strong Workforce Program platform, NOVA, in which the Subrecipient has committed Strong Workforce Program 40% Regional funds on one or more budget line items, and which have been fully completed and formally *certified*, indicating the Subrecipient's certification that their expenditures in the project meet the intention and requirements of the Strong Workforce Program legislation. Such certified Project Proposals shall fully detail the scope of work between Parties. By signing this Agreement, the Fiscal Agent and Subrecipient agree that the Certified Project Proposals will be binding under this Agreement without further action by the Parties.

Subrecipient agrees to make the investments and to conduct the work as described in the Certified Project Proposals submitted by or on behalf of the Subrecipient. Subrecipient agrees that funds will be used for the purpose of meeting the following goals established through the BACCC Regional Collaborative Planning Process:

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

### Regional Joint Ventures

Subrecipients may receive funds through this agreement from the Regional Joint Venture Fund to support Certified Project Proposals that have been identified as Regional Joint Ventures. Commitment of funds to these projects is determined by regional vote. These projects are certified by the Fiscal Agent. Regional Joint Ventures supported by the Regional Joint Venture Fund are identified in Exhibit B, along with the amount of funds allocated for the project and the expenditure period. Subrecipient agrees to expend the funds budgeted for the Subrecipient in the Regional Joint Venture for the purposes described in the Certified Project Proposal and to faithfully execute its responsibilities as described in the workplan.

## 3. TIMELY SUBMISSION AND UPDATING OF CERTIFIED PROJECT PROPOSALS

In order to ensure timely and full expenditure of funds Subrecipient shall submit and certify Project Proposals in NOVA, with budgets equal to the funds allocated to Subrecipient as shown in Exhibit B, by

the deadlines established and communicated by the Chancellor's Office and BACCC. It is understood that Subrecipient's portfolio of projects and their budgets will evolve over time.

#### **4. COLLABORATION**

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

#### **5. TOTAL COSTS**

The total payment due to Subrecipient for performance under this Agreement is set forth in Exhibit B.

#### **6. BUDGET**

Subrecipient agrees that expenditure of funds under the Agreement will be in accordance with the project budgets submitted by the Subrecipient in the Certified Project Proposals submitted on NOVA ([nova.cccco.edu](http://nova.cccco.edu)) in accordance with Section 2, which by reference are incorporated into this Agreement.

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

If there is a reduction in funding by the Chancellor's Office, the Fiscal Agent reserves the right to reduce Allocations to the Subrecipient up to and including a requirement to cease all expenditures of funds covered by this agreement with a 30-day notice. If such reductions occur, the subrecipient will be required to adjust the number of projects and the scope of projects in NOVA to accommodate the reduction in funding.

Subrecipient understands that each Allocation must be fully expended according to the schedule specified in Exhibit B. Subrecipient agrees to work with Fiscal Agent to accomplish Project revisions, transfers, and reallocations in a timely way to ensure all funds for an Allocation are fully spent or released and reallocated to another college that can fully spend the funds within the specified timeline.

#### **7. BUDGET MANAGEMENT**

The Subrecipient will manage its budgets so that there is a clear distinction between Local Strong Workforce funds and Regional Strong Workforce Funds (which are the subject of this Agreement).

A Strong Workforce Certified Proposal's expenditures may be funded from any of the Allocations listed in Exhibit B, provided that the expenditures occur within the Allocation's eligible expenditure period. Fiscal Agent will pay out advances and reimbursements in a first in, first out (FIFO) manner with advance payments and reimbursements for invoiced expenditures being drawn from the earliest unspent allocation before making payments from any subsequent year's Allocation.

## **8. PAYMENT**

The Fiscal Agent shall make payments to the Subrecipient up to the amounts listed in Exhibit B.

Fifty percent (50%) of each year's Allocation will be issued as an advance payment to Subrecipient within 45 days of submitting invoices and documentation of full and correct expenditure of the previous year's Allocation, except in those cases where less than twelve (12) months remain in the expenditure period of the Allocation. With the exception of the advance payment, the Fiscal Agent shall reimburse Subrecipient for the cost of the work performed through an invoicing process, up to but not exceeding the amounts listed in Exhibit B.

## **9. INVOICES**

Invoices shall be submitted on a form provided by Fiscal Agent and must be supported by financial detail reports that itemize costs by Project. Invoices shall be submitted no more frequently than quarterly and no less frequently than after the close of each fiscal year. Invoices may be submitted at other times to accommodate large capital expenditures. Fiscal Agent may request back-up documentation for expenditures, if required to adhere to compliance terms and standards. Payment of invoices is contingent upon completion and approval by Fiscal Agent of any reports due on or before the date of the submitted invoice. Invoices should be submitted electronically to Fiscal Agent contact named in Exhibit A. Final invoices for all performance for each allocation under this Agreement are due by February 15 of the fiscal year in which the allocation ends.

## **10. REPORTING**

Subrecipient agrees to provide qualitative and quantitative progress reports and a final report according to the schedule provided by and as required by the California Community College Chancellor's Office and the Bay Area Community College Consortium. Subrecipient will be provided with thirty days notice of report due dates and any changes to the reporting schedule.

## **11. MODIFICATIONS**

### **Modifications to Project Budgets**

Modifications to the budgets, as detailed in the Certified Project Proposals, are allowed without prior approval, as long as all budget items comply with the Strong Workforce Program requirements and authorized uses of funds and the purpose of the expenditures are clearly aligned with the Certified Project Proposal's description, intended outcomes, and workplan. When this is not the case either a new Project Proposal should be entered into NOVA and certified or the existing Project should be uncertified and modified to bring the Project Proposal and budget into alignment.

### **Transfer of Funds Between Certified Projects**

For projects that are fully contained within a college and have no other participating colleges, funds may be transferred from one project to another at the discretion of the Subrecipient as long as the intended outcomes of the projects are not substantively changed. Certified Project Proposal budgets

should be updated in the online NOVA system and/or through the reporting system to reflect these reallocations.

### **Regional Joint Venture Fund Projects**

Regional Joint Venture Funds committed to Certified Project Proposals may only be reallocated within the Project upon consultation with and approval by the Fiscal Agent. Regional Joint Venture Funds may not be reallocated by the Subrecipient to other projects.

### **Transfers of Funds Impacting Regional Joint Ventures**

Budget transfers away from Projects that include budget commitments from multiple colleges (Regional Joint Ventures) require consultation with other colleges participating in the Joint Venture to ensure the transfer does not jeopardize the outcomes of the other colleges. Transfers of Regional Joint Venture Funds require specific written approval from the Fiscal Agent. The following process should be followed in these circumstances:

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

### **New Projects**

New Projects, made possible through the reallocation of funds, should be entered into the NOVA system and certified by the Subrecipient as meeting the intention and requirements of the Strong Workforce Program legislation.

## **12. TIME EXTENSIONS**

Subrecipient must spend the funds allocated through this Agreement within the timeframes as specified in Exhibit B.

## **13. CONTACTS**

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

Contact information for these Fiscal Agent and Subrecipient roles is to be provided in Exhibit A, Contacts. Contacts may be updated at [Bay Region SWP Regional Fund College Contacts](#).

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

#### **14. INTELLECTUAL PROPERTY**

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

#### **15. SUBCONTRACTS**

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

#### **16. RECORDS AND AUDITS**

- A. The Subrecipient must maintain records regarding the use of Program funds and progress made toward objectives and/or performance under the applicable Agreement.
- B. The Subrecipient agrees that the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, and any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Subrecipient agrees to maintain such records relevant to the expenditure of each Allocation for possible audit for a minimum of three (3) years after the final payment for that particular Allocation or until any audit findings have been resolved, unless a longer period of records retention is stipulated. The Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subrecipient agrees to include a similar right of the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement or any Participation Agreement.
  - a. If any audit or other actions involving the records for a particular Allocation has been started before the expiration of that Allocation's performance period, the records must be retained for that Allocation until the completion of the action and resolution of all issues which arise from it or until the end of the three (3) year period, whichever is later.
  - b. All records must be retained throughout the project. The three (3) year period of

retention for any Allocation starts on the last day of the performance period for that Allocation as stipulated in Exhibit B.

## **17. NOTICES**

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

## **18. TERMINATION**

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

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

## **19. DISPUTES**

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

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the Fiscal Agent and/or the Prime Sponsor. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to the Subrecipient. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, the Fiscal Agent receives from Subrecipient a written request to appeal said decision. Pending final decision of the appeal, Subrecipient shall act in accordance with the written decision of the Fiscal Agent or the Prime Sponsor, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and

reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the Prime Sponsor, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

## **20. INDEMNIFICATION**

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

## **21. INSURANCE**

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

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

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

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

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

## **22. INDEPENDENT CONTRACTOR**

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

## **23. ASSURANCES**

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

[www.cccco.edu/About-Us/Chancellors-Office/Divisions/Workforce-and-Economic-Development/Strong-Workforce-Memos](http://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Workforce-and-Economic-Development/Strong-Workforce-Memos)

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

## **24. COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall be subject to and shall comply with all Federal, State and local laws and regulations applicable with respect to its performance of services under this Agreement.

**25. WAIVER**

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

**26. ORDER OF PRECEDENCE**

Any inconsistency or conflict between provisions in this agreement shall be resolved by giving precedence in the following order: (a) Exhibit B; (b) Regional Fund Agreement.

**27. SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

**28. AGREEMENT IS COMPLETE**

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

**29. SIGNATURES**

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

IN WITNESS WHEREOF, all Parties agree.

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

SUBRECIPIENT  
Solano CCD  
Celia Esposito-Noy  
Superintendent-President

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

**Exhibit A - Contacts      Strong Workforce Program Fund Agreement****Solano Community College**

<b>Primary SWP Contact</b> Person with primary responsibility for managing the SWP portfolio of investments at the college. Generally a CTE administrator.	<b>Maire A. Morinec</b> Dean, Vacaville Center maire.morinec@solano.edu 707-864-7155 Solano CCD 4000 Suisun Valley Road Fairfield, CA 94534	
<b>Authorized Signers</b> Person authorized to sign contracts on behalf of the college.	<b>Celia Esposito-Noy</b> Superintendent-President celia.esposito-noy@solano.edu 707-864-7299 Solano Community College 4000 Suisun Valley Road Fairfield, CA 94534	
<b>Fiscal Contact</b> Person responsible for submitting or reviewing the financial reports to ensure they are backed up in General Ledger system. Usually from the college or district's business office.	<b>Robert Diamond</b> VP Finance and Administration robert.diamond@solano.edu 707-864-7209 Solano CCD 4000 Suisun Valley Road Fairfield, CA 94534	
<b>Reporting Contact</b> Person responsible for submitting progress reports. May be the same as the Primary SWP Contact.	<b>Maire A. Morinec</b> Dean, Vacaville Center maire.morinec@solano.edu 707-864-7155 Solano CCD 4000 Suisun Valley Road Fairfield, CA 94534	
<b>BACCC/Cabrillo CCD</b>		
<i>Strong Workforce Program Project Manager</i>	<b>Kate Raymundo</b> kate@baccc.net 831-477-3246	
BACCC Chair	<b>Rock Pfothenauer</b> rock@baccc.net 831-479-6482	
<b>BACCC Website</b> <a href="http://baccc.net">baccc.net</a> <a href="http://baccc.net/swp-contracts">baccc.net/swp-contracts</a>	<b>Mailing Address</b> BACCC c/o Cabrillo College 6500 Soquel Drive Aptos, CA 95003	

**Exhibit B: BACCC Strong Workforce Program Approved Allocations**  
 Between Cabrillo CCD, Fiscal Agent for BACCC and Solano CCD on behalf of  
 Solano Community College

Expenditure Deadline For Funds	Cumulative SWP Regional Funds Expenditure Obligation	Funds Disbursed by Fiscal Agent to Subgrantee as of 9/10/2020
12/31/2018	802,856	1,257,885
12/31/2019	1,712,915	
12/31/2020	2,589,004	
12/31/2021	3,328,196	

REFERENCE: Regional Direct-to-College Allocations

Regional Allocation	Regional Direct-to-College Base Allocation	Regional Incentive Fund Allocation	RJV Fund	Funds Redirected FROM Another College	Funds Redirected TO Another College	Total Funds: All Sources
Round 1	802,856	n/a			0	802,856
Round 2	832,205	77,854			0	910,059
Round 3	797,405	78,684			0	876,089
Round 4	655,880	83,312			0	739,192
<b>Total</b>	<b>3,088,346</b>	<b>239,850</b>			<b>0</b>	<b>3,328,196</b>

**\*Note: Recalculation of Incentive Fund**

In June 2019 the Chancellor's Office sent out the FY 2017-18 and 2018-19 Revised Strong Workforce Program Incentive Funding Allocations memo announcing the revised calculations for the Local and Regional Strong Workforce Program Incentive Fund allocations for FY 2017-18 and FY 2018-19. The recalculations were necessary due to errors in the original calculations. The original allocations, adjustments and revised allocations are detailed below.

Regional Allocation	Original Regional Incentive Fund	Revised	Difference
Incentive Fund 2	68,588	77,854	9,266
Incentive Fund 3	81,780	78,684	(3,096)
		<b>Total</b>	6,170

BACCC REVIEW

\_\_\_\_\_  
Rock Pfothenhauer, BACCC Chair

\_\_\_\_\_  
(date)

By signing below, the Parties agree to the terms and conditions set forth in the Master Agreement between the Cabrillo Community College District and Solano CCD, and are binding upon the Parties without any further action by the Parties.

FISCAL AGENT

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

SUBRECIPIENT

Solano CCD  
Celia Esposito-Noy  
Superintendent-President

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RENEWAL OF INTERAGENCY AGREEMENT BETWEEN  
SOLANO COMMUNITY COLLEGE AND THE FOUNDATION  
FOR COMMUNITY COLLEGES

**REQUESTED ACTION:**

Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

This is a renewal of the Interagency Agreement granting Solano Community College a site license for the use of the College’s facilities in support of the State of California, Department of Consumer Affairs, Bureau of Automotive Repair’s (BAR) Smog Check Referee and Student Technician Training Program. This two-year agreement is from July 1, 2019 through June 30, 2021.

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

SUPERINTENDENT’S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Lisa Neeley  
Dean, Applied Technology & Business

PRESENTER’S NAME  
4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS  
  
(707) 864-7209

TELEPHONE NUMBER  
David Williams  
Vice President, Academic Affairs

VICE PRESIDENT APPROVAL  
  
September 25, 2020

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

October 7, 2020  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



## INTERAGENCY AGREEMENT

between

**SOLANO COMMUNITY COLLEGE DISTRICT**

and the

**FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES**

*(CALIFORNIA COMMUNITY COLLEGES AUXILIARY ORGANIZATION)*

**(“SITE LICENSE”)**

### SUMMARY

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

### BACKGROUND

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

### AGREEMENT

DISTRICT hereby grants to the FOUNDATION a license to use the COLLEGE facilities and equipment necessary to conduct the Program (“Site License”). The effective date of this Site License is July 1, 2019. The term of this Site License is from **July 1, 2019** through **June 30, 2021**.

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

**Article I Responsibilities of DISTRICT**

**A. Site**

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

**B. Personnel**

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

**Lisa Neeley, Dean of Applied Technology & Business**  
**4000 Suisun Valley Road**  
**Fairfield, CA 94534**  
**Office Tel: (707) 864-7287**  
**Cell: (510) 230-8961**  
**E-mail                    lisa.neeley@solano.edu**

## **Article II Responsibilities of the FOUNDATION**

### **A. Site**

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

### **B. Personnel**

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

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

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

**C. Fiscal Responsibilities**

1. Commencing on July 1, 2019, the FOUNDATION will pay to COLLEGE the sum of one thousand two hundred dollars (**\$1,200.00**) per month for the use of the Site and equipment as permitted herein. The fee will be due on the first day of each month during the term of this Site License.

The check should be made payable to:

**Solano Community College, ref: Vallejo Automotive Technology Center**

and mailed to:

**Attn: Cashier Office/Accounts Receivable**  
**Address: 4000 Suisun Valley Road**  
**Address: Fairfield, CA 94534**

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

**Article III General Provisions**

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

SIGNATURE PAGE TO FOLLOW

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

**SOLANO COMMUNITY COLLEGE  
DISTRICT**

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

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

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

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

**FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES**

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

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

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

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

**FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES**

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

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

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

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

**ATTACHMENT I**  
**Site Requirements**

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

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

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

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

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

## ATTACHMENT II

### **Referee Site Functions & Referee Duties**

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

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

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

#### **Referee Duty Statement**

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

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

## ATTACHMENT III

### Site Modifications

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

**None.**

## ATTACHMENT IV

### General Provisions

#### **A. Disputes**

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

#### **B. Indemnification**

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

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

#### **C. Prior and Supplemental Agreements**

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

#### **D. Changes to Terms**

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

#### **E. Availability of Program Funds**

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

#### **F. Confidentiality**

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

#### **G. Assignment**

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

#### **H. Governing Law**

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

#### **I. Time Is of the Essence**

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

## **J. Ownership of Data**

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

## **K. Termination**

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

## **L. Notices**

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

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

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

**Lisa Neeley  
Dean of Applied Technology & Business  
4000 Suisun Valley Road  
Fairfield, CA 94534-3197**

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

## **M. Non-Discrimination**

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

#### **N. Americans with Disabilities Act**

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

**M. Counterparts.** This Agreement may be executed in any number of counterparts, each of which is enforceable against the parties actually executing such parts, and all of which together constitute one instrument.

## ATTACHMENT V

### Definitions

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

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

Business Days are defined as weekdays.

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

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

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

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

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

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

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



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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT CHANGE ORDER #9 TO BHM  
CONSTRUCTION, INC. FOR THE FAIRFIELD  
LIBRARY/LEARNING RESOURCE CENTER PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

During the process of construction and RFI/Submittal review, the following changes were made:

- Floor drain added, requiring rework of floor and curb in fire riser room.
- Additions of power and data drops on first floor.
- Fire sprinkler conflicts required revisions to ductwork location/routing.
- Changes in fire sprinkler lines required modification to steel member.

BHM's Change Order Request includes the cost of the time and material of the above-listed changes.

Following is a summary of the Contract:

\$ 30,279,100	Original Contract Amount
\$ 437,648	Previously Approved Change Orders (8)
<u>\$ 20,745</u>	Proposed Change Order #8
\$ 30,737,493	New Contract Amount, including this Change Order #9

The Board is asked to approve this Change Order #9 to BHM Construction, Inc. in the amount of \$20,745.00 resulting in a new contract amount of \$30,737,493.00.

The agreement is available online at:

<http://www.solano.edu/measureq/2020/201007%20CO%2009%20BHM%20Constrection%20LLRC%20Project%20BOT%20Agenda.pdf>



**SOLANO SWINERTON**  
COMMUNITY COLLEGE MANAGEMENT & CONSULTING

# Change Order

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

Change Order #                   9  
Project Number: 19-009  
Date: 7-Oct-20

DSA File No.: 48-C1  
DSA App. No.: 02-116761

Project: Solano Community College District  
**Library Learning Resource Center (LLRC) Project**  
Fairfield Campus

Construction Manager:  
Swinerton Management and Consulting  
260 Townsend Street  
San Francisco, CA 94107

To: BHM Construction, Inc.  
221 Gateway Road W, Ste. 405  
Napa, CA 94558

**The Contract is Changed as Follows:**

**PCO No.**

35	Plumbing re-work for added floor drain in fire riser room	\$4,961.00
53.1	Cost for additional power and data drops on 1st floor	\$10,430.00
56	Revised ductwork due to lighting and sprinkler conflicts	\$4,817.00
61	Modification to steel member due to change in sprinkler line location	\$537.00

<b>TOTAL COST OF CHANGE ORDER</b>	<b>Add</b>	\$20,745.00
<b>FINAL CHANGE ORDER AMOUNT:</b>	<b>Deduct</b>	<b>\$20,745.00</b>

Original Contract Sum:		\$ 30,279,100.00
Total Change By Previous Change Order:		\$ 437,648.00
Contract Sum Prior to This Change Order:		\$ 30,716,748.00
Original Contract Sum will be Increased by This Change Order:		\$20,745.00
The New Contract Sum Including This Change Order Will Be:		<b>\$ 30,737,493.00</b>
The New Contract Completion Date Will Be:		
Contract Time Will Be Unchanged by This Change Order:	X	
The Date Of Substantial Completion As Of This Change Order Is:		<b>4/30/2021</b>

Construction Manager: \_\_\_\_\_  
Swinerton Management and Consulting  
260 Townsend Street  
San Francisco, CA 94107

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

ARCHITECT: \_\_\_\_\_  
Noll & Tam Architects  
729 Heinz Avenue #7  
Berkeley, CA 94710

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

CONTRACTOR: \_\_\_\_\_  
BHM Construction, Inc.  
221 Gateway Road W, Ste. 405  
Napa, CA 94588

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

OWNER: \_\_\_\_\_  
Lucky Lofton  
Executive Bonds Manager  
Solano Community College District

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

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

**TO: Members of the Governing Board**  
**SUBJECT: MEASURE Q BOND SPENDING PLAN UPDATE #20**

**REQUESTED ACTION:**

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

**SUMMARY:**

The Board is requested to approve the latest revision to the Measure Q Bond Spending Plan (BSP). The BSP will require periodic adjustments to accommodate the changing needs of the District over time. The original document was approved on August 20, 2014. Previous updates have been approved by the Board on the following dates:

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A. Projects are part of the total Measure Q expenditure of \$348,000,000, plus net interest revenues.</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 & Administration

---

**VICE PRESIDENT APPROVAL**

September 25, 2020

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**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 7, 2020

---

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**  
**SUBJECT: MEASURE Q BOND SPENDING PLAN UPDATE #20**

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Update #1 March 4, 2015	Update #5 March 1, 2017	Update #9 January 17, 2018
Update #2 March 16, 2016	Update #6 April 19, 2017	Update #10 March 21, 2018
Update #3 October 19, 2016	Update #7 December 6, 2017	Update #11 June 6, 2018
Update #4 January 18, 2017	Update #8 December 20, 2017	Update #12 June 20, 2018
Update #13 July 18, 2018	Update #14 September 5, 2018	Update #15 December 5, 2018
Update #16 February 6, 2019	Update #17 May 1, 2019	Update #18 November 20, 2020
Update #19 March 18, 2020		

Update #20 of the BSP includes adjustments for the following:

- **Net Interest Earned:** Post \$504,943 additional net interest earned from October 1, 2019 to June 30, 2020 to Program Reserve.
- **Small Capital Projects:** Increase budget by \$500,000 from Program Reserve to accommodate for upcoming Small Capital Projects.
- **Science Building (Phase1):** Final Savings of \$94,266 is being returned to Program Reserve.

Adjustment	Amount	From	To
1	\$504,943	Add Net Interest Earned to 6/30/20	Program Reserve
2	\$500,000	Program Reserve	Small Capital Project
3	\$94,266	Science Building (Phase 1)	Program Reserve

The Board is asked to approve the proposed revisions as described above and indicated in the Bond Spending Plan Update #20 attached.

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

**TO: Members of the Governing Board**

**SUBJECT: RENEWAL CLINICAL EXPERIENCE AGREEMENT FOR  
 A.D.N. PROGRAM BETWEEN SOLANO COMMUNITY  
 COLLEGE DISTRICT AND LAUREL CREEK HEALTH  
 CENTER/PARADISE VALLEY, FAIRFIELD, CALIFORNIA**

**REQUESTED ACTION:**

- Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

A renewal clinical experience agreement between Solano Community College District and Laurel Creek Health Center/Paradise Valley, 2800 Estates Drive, Fairfield, CA 94533, is being presented for review and

*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: CCR 1427</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$NONE</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

Sheila Hudson, Ed.D.  
 Dean, School of Health Sciences

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

**ADDRESS**  
 707-864-7108

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

**VICE PRESIDENT APPROVAL**  
  
 September 8, 2020

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

October 7, 2020  
**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: RENEWAL CLINICAL EXPERIENCE AGREEMENT FOR  
A.D.N. PROGRAM BETWEEN SOLANO COMMUNITY  
COLLEGE DISTRICT AND LAUREL CREEK HEALTH  
CENTER/PARADISE VALLEY, FAIRFIELD, CALIFORNIA**

**REQUESTED ACTION:**

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

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**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE*

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

## CLINICAL EXPERIENCE AGREEMENT

This Renewal Agreement is between **Laurel Creek Health Center/Paradise Valley** (hereafter known as *HEALTH CENTER*) located at **2800 Estates Drive, Fairfield, California 94533**, and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of October 7, 2020.

### RECITALS

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

Now, therefore, the parties agree as follows:

### 1. GENERAL INFORMATION

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

## 2. SCHOOL'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

## **6. INDEMNIFICATION**

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

## **7. INSURANCE**

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

## 8. TERM AND TERMINATION

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

## 9. GENERAL PROVISIONS

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

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

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

1. Notice to the *HEALTH CENTER*:

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

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

2. Notice to the *SCHOOL*

Sheila Hudson, Ed.D., Dean  
School of Health Sciences  
Solano Community College  
4000 Suisun Valley Road, Room 805A  
Fairfield, CA 94534

Telephone: (707) 864-7108  
FAX: (707) 646-2062  
sheila.hudson@solano.edu

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

**10. EXECUTION**

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

**HEALTH CENTER**

**SCHOOL**

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

**Solano Community College**

By: \_\_\_\_\_  
Casey Garrard

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

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

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

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

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

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

**TO: Members of the Governing Board**

**SUBJECT: RENEWAL CLINICAL EXPERIENCE AGREEMENT FOR  
C.N.A. BETWEEN SOLANO COMMUNITY COLLEGE  
DISTRICT AND LAUREL CREEK HEALTH  
CENTER/PARADISE VALLEY, FAIRFIELD,  
CALIFORNIA.**

**REQUESTED ACTION:**

Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

A clinical experience agreement between Solano Community College District and Laurel Creek Health Center/Paradise Valley, 2800 Estates Drive, Fairfield, CA 94533, is being presented for review and approval

*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: \_\_\_\_\_

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

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

Sheila Hudson, Ed.D.  
Dean, School of Health Sciences

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

**ADDRESS**  
707-864-7108

**TELEPHONE NUMBER**  
David Williams, Ph.D.

Vice President, Academic Affairs

**VICE PRESIDENT APPROVAL**

September 8, 2020

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 7, 2020

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**AGENDA ITEM** 12.(k)  
**MEETING DATE** October 7, 2020

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

**TO: Members of the Governing Board**

**SUBJECT: RENEWAL CLINICAL EXPERIENCE AGREEMENT FOR  
C.N.A. BETWEEN SOLANO COMMUNITY COLLEGE  
DISTRICT AND LAUREL CREEK HEALTH  
CENTER/PARADISE VALLEY, FAIRFIELD,  
CALIFORNIA.**

**REQUESTED ACTION:**

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

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**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE*

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

## CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **Laurel Creek Health Center/Paradise Valley** (hereafter known as *HEALTH CENTER*) located at **2800 Estates Drive, Fairfield, California 94533**, and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of October 7, 2020.

### RECITALS

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

Now, therefore, the parties agree as follows:

### 1. GENERAL INFORMATION

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

## 2. SCHOOL'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

## **6. INDEMNIFICATION**

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

## **7. INSURANCE**

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

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

## 8. TERM AND TERMINATION

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

## 9. GENERAL PROVISIONS

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

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

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

1. Notice to the *HEALTH CENTER*:

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

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

2. Notice to the *SCHOOL*

Sheila Hudson, Dean  
School of Health Sciences  
Solano Community College  
4000 Suisun Valley Road, Room 805A  
Fairfield, CA 94534

Telephone: (707) 864-7108  
FAX: (707) 646-2062  
sheila.hudson@solano.edu

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

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

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

**10. EXECUTION**

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

**HEALTH CENTER**

**SCHOOL**

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

**Solano Community College**

By: \_\_\_\_\_  
Casey Garrard

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

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

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

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

**TO: Members of the Governing Board**

**SUBJECT: AGREEMENT BETWEEN THE CITY OF FAIRFIELD AND  
SOLANO COMMUNITY COLLEGE DISTRICT FOR THE  
USE OF THE CITY OF FAIRFIELD FIRE DEPARTMENT  
TRAINING FACILITY**

**REQUESTED ACTION:**

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

**SUMMARY:**

A facility use agreement between Solano Community College District and the City of Fairfield, California, is being presented for review and approval by the Governing Board. The City of Fairfield Fire Department Training Facility meets the requirements of State and local safety regulations, and its equipment and facilities are adequate, safe and suitable for Firefighter Academy training. This agreement greatly enhances the success of students in our fire technology program. This is a limited term agreement entered into on October 8, 2020.

**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>
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**SUPERINTENDENT'S RECOMMENDATION:**

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

Maire A Morinec  
Dean of Vacaville & Vallejo Centers

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

**ADDRESS**

707-864-7108

**TELEPHONE NUMBER**

David Williams  
Vice President of Academic Affairs

**VICE PRESIDENT APPROVAL**

September 14, 2020

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 7, 2020

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**LICENSE AGREEMENT  
FOR USE OF THE CITY OF FAIRFIELD  
FIRE DEPARTMENT TRAINING FACILITY**

THIS AGREEMENT is made and entered into this 8th day of October, 2020, by and between the CITY OF FAIRFIELD, a municipal corporation ("CITY"), and Solano Community College, a User ("USER"). CITY and USER are sometimes referred to as the "Parties," and individually as "Party."

RECITALS

WHEREAS, the CITY operates the Fairfield Fire Training Facility, located at 1633 Union Avenue, Fairfield, CA ("Training Facility"); and

WHEREAS, USER desires to use the Training Facility under the terms and conditions hereafter set forth;

NOW, THEREFORE, the parties hereby agree as follows:

1. License to Use Training Facility. The CITY agrees to grant USER a non-exclusive license to use the Training Facility for official training or qualification purposes ("Training Events").
2. Term. The term of this Agreement shall be for thirty-six (36) months from the effective date of this Agreement, unless sooner terminated by either Party.
3. Payment and Scheduling.
  - A. Prior to use of the Training Facility, USER must pay the CITY a fee as designated in Exhibit "A," which is hereby referenced and incorporated into this Agreement. The CITY may adjust this fee schedule at any time, upon thirty (30) days written notice to USER. The total fee per use is dependent upon the nature of the desired training and will be determined by the CITY following a formal request from USER through the application found in Exhibit "C".
  - B. CITY and USER will cooperate to establish the exact times that USER will use the Training Facility for Training Events, and the CITY will maintain this schedule in a master calendar. The CITY has final authority to approve USER's schedule and the master calendar. The Training Facility is subject to the needs of the CITY and as such USER's use of the Training Facility may be cancelled by the CITY at any time. In the event CITY determines, in its sole and absolute discretion, that the Training Facility is needed for any CITY purposes, USER shall immediately vacate the Training Facility upon notice by the CITY. No private use of the Training Facility is permitted.

C. USER may elect to cancel its reservation for a full refund by notifying the CITY in writing no less than seven (7) calendar days prior to the assigned reservation date. If USER cancels its reservation date less than seven (7) calendar days before the assigned reservation date, USER will be billed for the time reserved and shall not receive a refund.

D. If USER prematurely terminates or otherwise fails to use the total allotted time during the USER's assigned reservation, USER shall not be credited or refunded for such time unless CITY granted USER a modification to its scheduled reservation at least seven (7) days prior to the originally reserved date.

E. If USER requests to extend its assigned reservation time on the day of the booking, such an extension will be at the discretion of Fairfield Fire Department on-site personnel and subject to availability. Additional hours will be billed according to the hourly rates in effect on the date of the booking.

F. USER shall submit payment to CITY no later than thirty (30) days from the date of all invoices, at the address provided in Paragraph 6 below.

4. Use of Training Facility.

A. USER represents and warrants that all employees, attendees, participants, students, observers, instructors, and any other persons brought to the Training Facility by USER ("User Invitees") are qualified to participate in training events and use the Training Facility. CITY retains the discretion to terminate this Agreement and require all User Invitees to immediately vacate the Training Facility if the training events or anyone's participation in the Training Events poses any kind of threat or liability to the City, the public, User Invitees or anyone else. User Invitees shall not be considered an employee or agent of CITY for any purpose related to the Training Events.

B. At all times during use of the Training Facility, USER shall provide appropriate staffing levels and adhere to CITY policies. Unless USER is limiting reservation to classroom usage only, a minimum of one Fairfield Fire Department Facility Liaison ("Liaison") will be on-site for the duration of the USER's reservation. Additional Fairfield Fire Department personnel may be required on-site based on the nature of the training to be performed as defined in Exhibit "A", or at the discretion of the Fire Chief or his/her designee.

C. USER acknowledges and understands that Liaisons will not, and shall not be requested to, provide training instruction. USER agrees that the Liaison's purpose is to manage facility equipment, provide instruction for proper use of operating Training Facility equipment and to provide visual inspections upon check-in/check-out. User will provide its own safety officer for any Training Events that require a safety officer position.



If to USER:

Solano Community College

ATTN: Celia Esposito-Noy

4000 Suisun Valley Road

Fairfield, CA 94534

7. Indemnification. USER shall indemnify, defend, and hold harmless CITY, its officers, agents, employees, and volunteers against any and all claims, causes of action, damages, suits, judgments, liabilities or financial losses (including, without limitation, attorney's fees and costs), including death or injury to any person or damage to or destruction of any property, arising out of or occurring in connection with any act or omission of USER or its officers, agents, employees, or representatives during performance of this Agreement or use of the Training Facility, except as arising from the sole and active negligence or willful misconduct of USER. USER shall defend CITY, with counsel of CITY's choosing, at USER's own cost and expense, and shall satisfy any judgment, award, or decree that may be rendered against CITY. USER shall reimburse CITY for any and all legal expenses and costs incurred by CITY in connection therewith or in enforcing the indemnity herein. USER's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by USER or CITY. This Section shall survive expiration or termination of this Agreement.

8. Assumption of Risk and Waiver.

A. USER may make an appointment with the CITY to inspect the Training Facility prior to use. USER acknowledges that its use of the Training Facility may involve risk of serious injury or death. USER recognizes and accepts that the Training Facility is not suited for flowing master stream appliances (aerial, deck guns, ground monitors, etc) directed at or into the Training Facility and accepts the Training Facility with all defects, latent or patent. USER, on behalf of itself and its User Invitees, as a material part of the consideration for this Agreement, hereby assumes the risk of and releases CITY from any and all liability of any kind whatsoever that may arise out of use of the Training Facility by USER or User Invitees, including, but not limited to, any defect, latent or patent, or any act or omission of CITY, its officers, agents, employees, or volunteers related to this Agreement or the Training Facility. In that connection, USER waives the benefit of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The foregoing assumption of risk shall be effective except to the extent any liability is caused by the gross negligence or willful misconduct of CITY; shall survive

termination of this Agreement; and is in addition to any other rights or remedies which CITY may have under the law or under this Agreement.

B. USER shall ensure that all User Invitees observing or participating in the Training Events sign and execute a release of liability and assumption of risk form, substantially in the same form as set forth in the attached Exhibit "D", incorporated by this reference ("Release Form"). No one shall attend or participate in a Training Event or use the Training Facility without signing the Release Form.

9. Insurance.

A. USER shall maintain in full force and effect, at all times during use of the Training Facility, Commercial General Liability Insurance coverage including, but not limited to, Premises-Operations, Contractual Liability Insurance (specifically concerning the indemnity provisions of this contract), Broad Form Property Damage, and Personal Injury for liability arising out of this Agreement with the CITY. This policy shall have minimum limits for Bodily Injury Liability and Property Damage Liability of \$1,000,000 for each occurrence and \$2,000,000 aggregate. An additional insured endorsement (CG 20 10 11 85) to the Commercial General Liability insurance policy shall name the CITY and its officers, agents, volunteers, and employees as additional insureds.

B. If USER is self-insured for liability, it may submit a certification of self-insurance and additional insured endorsement to the CITY's Risk Manager, providing for the same level of insurance coverage listed above. Upon acceptance of that written commitment by the City Risk Manager, the requirements of Subparagraph A shall be satisfied.

C. USER shall submit a certificate of insurance or equivalent written proof that it is insured against liability for workers compensation in accordance with the provisions of Section 3700 of the Labor Code. In signing this Agreement, USER makes the following certification, required by Section 1861 of the Labor Code:

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

D. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve USER from liability in excess of such coverage, nor shall it preclude the CITY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

- 10. Assignment. USER is prohibited from either assigning or subletting all or any portion of this Agreement. Any attempt by USER to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.
- 11. Entire Agreement; Amendment. This document contains the entire agreement between the parties relating to the services, rights, obligations, and covenants contained herein and assumed by the parties respectively. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.
- 12. Governing Law; Venue. The interpretation and implementation of this Agreement shall be governed by the laws of the State of California. If any Party initiates an action to enforce the terms of this Agreement or declare rights hereunder, the parties agree that the venue thereof shall be the County of Solano, California.
- 13. Authorization. Each person executing this Agreement on behalf of USER represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of USER and that this Agreement is binding on USER in accordance with its terms.
- 14. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed on the date first written above.

SOLANO COMMUNITY COLLEGE,

CITY OF FAIRFIELD,

By \_\_\_\_\_  
Superintendent-President

By \_\_\_\_\_  
City Manager

EXHIBIT "A"



# FAIRFIELD FIRE DEPARTMENT

## Training Division



*NOTE: All services will require a Fairfield Fire Department facility representative to be on site. Some services will require both a Facility Liason and an Ignition Officer.*

Item	Rate	Note
Training Tower (W/O Burn room or Props)	\$75 Per Hour	Minimum charge of (2) hours
Training Tower with use of Props	\$100 Per Hour	Minimum charge of (2) hours
Training Tower w/ Burn Room, supplies included	\$175 Per Hour	Minimum charge of (2) hours plus cost of Ignition Officer
Confined Space Tubing Prop	\$25 Per Hour	Minimum charge of (2) hours
Movable Maze	\$25 Per Hour	Minimum charge of (2) hours
Rebar Prop, supplies included	\$75 Per Hour	Minimum charge of (2) hours
Garage Door Prop	\$50 Per Hour	Minimum charge of (2) hours Must supply garage door panels
Forcible Entry Prop, supplies included	\$75.00 Per Hour	Minimum charge of (2) hours
Rappelling Tower	\$25.00 Per Hour	Minimum charge of (2) hours
Ventilation Prop, supplies included	\$150 Per Hour	Minimum charge of (2) hours
Smoke Machine w/ Fluid	\$50 Per Gallon	
Rescue Systems Site / LARRO	TBA	
Draft / Test Pit	\$50 Per Hour	Minimum charge of (2) hours
Classroom	\$75 Per Hour	Minimum charge of (2) hours
Type 1 Engine	\$75 Per Hour	Minimum charge of (2) hours

### MISCELLANEOUS CHARGES

Item	Rate	Note
Facility Liaison	\$90 Per Hour	Minimum charge of (2) hours
Ignition Officer	\$90 Per Hour	Minimum charge of (2) hours
Administration Fee	10% of Total Cost	

## **EXHIBIT "B"**

### **Training Facility Safety Rules**

1. Be respectful of our neighbors
2. All students and instructors shall be courteous at all times
3. NFPA 1403 shall be adhered to at all times
4. Proper PPE shall be used during training
5. Eye and hearing protection shall be worn when appropriate
6. SCBA shall be worn during smoke drills and live burns
7. Training Facility shall be restored to original condition following use; burn debris are to be completely extinguished and disposed of in the proper trash receptacle
8. Master stream appliances (aerial, deck guns, ground monitors, etc) shall not be directed at or into the Training Facility
9. All tools shall be returned to the tool storage area
10. All lights shall be turned off after use
11. Ventilation prop wood shall be replenished after use; all scrap wood and saw dust shall be cleaned and disposed of in the proper trash receptacle
12. All props shall be returned to working condition; any consumables shall be replaced
13. Any damage to the Training Facility or props shall be reported to the designated Fairfield Fire Department Operator
14. Water shall be pushed out of the Training Facility after use
15. Hydrant caps shall be replaced after use
16. Under no circumstance will training or drills performed at the Training Facility include the use of personnel as victims. Only inanimate objects, including fire training dummies, hose dummies, and mannequins will be used as victims
17. A Safety Officer shall inspect all ropes, knots, and hardware prior to repelling

**EXHIBIT "C"**



**FAIRFIELD FIRE DEPARTMENT  
TRAINING FACILITY APPLICATION FOR USE**

DEPARTMENT/ ORGANIZATION		APPLICATION DATE	
CONTACT PERSON NAME	PHONE NUMBER	EMAIL ADDRESS	
BILLING ADDRESS	CITY	STATE	ZIP

Note: Please visit our website at [www.fairfield.ca.gov](http://www.fairfield.ca.gov) to check for availability.

Date(s) Requested	Arrival / Departure Time	Total Hours of Use
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Please select services below:

X	Item	Cost	Hours / Gallons	Total
	Training Tower (W/O Burn room or Props)	\$75		\$ 0
	Training Tower with use of Props	\$100		\$ 0
	Training Tower w/ Burn Room*	\$175		\$ 0
	Confined Space Tubing Prop	\$25		\$ 0
	Movable Maze	\$25		\$ 0
	Rebar Prop, supplies included	\$75		\$ 0
	Garage Door Prop	\$50		\$ 0
	Forceful Entry Prop, supplies included	\$75		\$ 0
	Rappelling Tower	\$25		\$ 0
	Ventilation Prop, supplies included	\$150		\$ 0
	Smoke Machine w/ Fluid	\$50		\$ 0
	Rescue Systems Site / LARRO	TBA		
	Draft / Test Pit	\$50		\$ 0
	Classroom	\$75		\$ 0
	Type 1 Engine	\$75		\$ 0
	Facility Liaison	\$90	0	\$ 0
	Ignition Officer*	\$90	0	\$ 0
<b>Sub-Total</b>				\$ 0
	Administration Fee (10%)	.10		\$ 0
<b>Grand Total</b>				\$ 0

**USE AGREEMENT AND INSURANCE MUST BE ON FILE BEFORE APPROVAL**

Cancellation Policy: You must cancel within 7 business days of the training or your fee will be forfeited. **NOTE: Payment must be made in advance to secure your reservation.**

Your Signature below indicates that you have a use agreement on file and that you have read and understand the agreement.

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Applications Signature/Title



CITY OF FAIRFIELD
FIRE TRAINING TOWER FACILITY



Name of Participant: \_\_\_\_\_ Age: \_\_\_\_\_

Agency: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I, the undersigned, wish to participate in activities associated with the firefighting and/or emergency responder training(s) conducted by the above-listed Agency/Organization and held at the Fairfield Fire Training Facility, 1633 Union Avenue, Fairfield CA 94533 (hereinafter referred to as "Training"). In exchange for being allowed to participate in the Training, I agree as follows:

I understand that the Training includes activities that may be of a hazardous nature and/or include physical and/or strenuous exercise, and that there is a risk of sustaining injuries ranging from minor to life-threatening, or even death. I certify that said activities have been explained to me, and I am not aware of any physical, mental, or other health limitation that would prevent my safe participation. I understand that participants have a responsibility to reduce the chance of injury by following all safety rules, reporting unsafe conditions to instructor(s), inspecting personal protective gear, recognizing signs of fatigue, and voluntarily removing oneself from training. I assume full responsibility for all risks associated with participation, including bodily injury, death, and property damage.

I, for myself and my heirs, assigns, and other successors in interest (collectively, "Successors"), release, hold harmless, waive, discharge and covenant not to sue or bring any action or claim, including but not limited to actions or claims for personal injury, wrongful death, and/or property damage, that I or my Successors have or may accrue in connection with the Training (collectively, "Claims"), against the City of Fairfield, its officers, employees, volunteers, and agents (collectively, "Releasees"), whether such Claims are caused by the active or passive negligence of Releasees or otherwise, or the condition of the facilities, equipment, or areas where the Training is being conducted.

I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS FORM I AM GIVING UP IMPORTANT LEGAL RIGHTS, AND I SIGN IT OF MY OWN FREE WILL.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **PARTNERSHIP AGREEMENT BETWEEN SOLANO  
COMMUNITY COLLEGE AND THOMAS JEFFERSON  
UNIVERSITY FOR GUARANTEED ADMISSION TO THE  
MS IN BIOPHARMACEUTICAL PROCESSING  
ENGINEERING PROGRAM**

**REQUESTED ACTION:**

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

**SUMMARY:**

An enrollment partnership agreement between Solano Community College and Thomas Jefferson University is being presented to the Governing Board for review and approval. This agreement guarantees graduates from our baccalaureate program in Biomanufacturing a clear path to earn

*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:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: NONE</i>
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<b>SUPERINTENDENT’S RECOMMENDATION:</b>	<input checked="" type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>DISAPPROVAL</b> <input type="checkbox"/> <b>NOT REQUIRED</b> <input type="checkbox"/> <b>TABLE</b>
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David Williams

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

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**ADDRESS**

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707-864-7117

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**TELEPHONE NUMBER**  
David Williams  
Vice President, Academic Affairs

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**VICE PRESIDENT APPROVAL**

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September 16, 2020

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**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

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October 7, 2020

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**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**AGENDA ITEM** 12.(m)  
**MEETING DATE** October 7, 2020

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

**TO: Members of the Governing Board**

**SUBJECT: PARTNERSHIP AGREEMENT BETWEEN SOLANO  
COMMUNITY COLLEGE AND THOMAS JEFFERSON  
UNIVERSITY FOR GUARANTEED ADMISSION TO THE  
MS IN BIOPHARMACEUTICAL PROCESSING  
ENGINEERING PROGRAM**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

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**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE*

admissions into the Jefferson Institute for Bioprocessing at Thomas Jefferson University, Philadelphia, Pennsylvania. This agreement pertains to students applying to the Jefferson program starting for the 2021 academic year. This agreement shall continue for a period of one year and will be automatically renewed for successive one-year periods unless amended or terminated. This agreement has no fiscal implications; it is a national collaboration effort that greatly improves our students' ability to achieve their educational and career goals.

**Enrollment Partnership Agreement  
Guaranteed Admission Program for the MS in Biopharmaceutical Process Engineering  
Between Solano Community College and the Jefferson Institute for Bioprocessing at Thomas Jefferson  
University**

**I. Purpose of Agreement**

This Enrollment Partnership Agreement (“Agreement”) is entered into as of <DATE> (“Effective Date”) by and between Solano Community College (“partner school”) and Thomas Jefferson University (“Jefferson”), on behalf of its Jefferson Institute for Bioprocessing within the Kanbar College of Design Engineering & Commerce (“JIB”), for the purpose of establishing and maintaining a Guaranteed Admission Program (“Admission Program”) for Jefferson’s MS in Biopharmaceutical Process Engineering Program (“Jefferson program”). This Agreement shall apply to students who apply to the Jefferson program starting for the 2021 academic year.

**II. Requirements/Eligibility**

The Admission Program provides students from the partner school with a clear path to earn admissions into the Jefferson program. The following criteria are required to be met to earn guaranteed admission:

- Be a rising senior/senior year student who will have earned a bachelor’s degree from the partner school prior to enrollment in the program at Jefferson
- Be a first time applicant to the Admission Program
- Meet the following admissions criteria:
  - Degree Requirement: Bachelor of Science in Biomanufacturing
  - GPA Requirement: A minimum 3.0 overall GPA is required
  - 1 positive letter of recommendation from designated rep (TBD) at partner school
  - Apply via Jefferson’s online application

As long as the above eligibility criteria are satisfied, there is no limit to the number of students at the partner school who can participate in the Admissions Program.

**VII. Final Decision**

All decisions on admission to the Jefferson program are within the exclusive discretion of JIB.

**XIII. Term and Termination of Agreement**

1. This Agreement shall commence on the Effective Date and shall continue for a period of one year, and will be automatically renewed for successive one year periods unless terminated or amended as provided herein.
2. This Agreement may be terminated by either party upon ninety (90) days' prior written notice to the other party. Such notice shall be sent by overnight commercial carrier, by registered or certified mail, return receipt requested, or via email and shall be effective upon delivery. The Agreement may also be terminated any time by mutual consent. The addresses to which written notice is to be sent are specified below.

Thomas Jefferson University: Ron Kander, PhD  
Executive Dean, Kanbar College  
Thomas Jefferson University  
C/O Office of Admissions  
130 S 9<sup>th</sup> Street, Suite 100  
Philadelphia, PA 19107

With a Copy to: Office of University Counsel  
1101 Market Street, Suite 2400  
Philadelphia, PA 19107

Partner School: David Williams, PhD  
Vice President, Academic Affairs  
Solano Community College  
4000 Suisun Valley Road  
Fairfield, CA 94534

#### **XIV. No Third Party Beneficiaries**

None of the benefits or obligations of either party under this Agreement shall or are intended to run to, benefit or be enforceable by any student or other third party. No student is intended to or shall be permitted to claim to be a third party beneficiary of this Agreement, the Program or the parties' relationship with one another.

#### **XV. General Provisions**

1. Jefferson shall have the right, upon notice to the partner school, to alter or amend this agreement as necessary.
2. Neither party shall assign, sell or otherwise transfer this Agreement without the express written consent of the other. Any such purported assignment, sale or transfer shall be void.
3. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of law or choice of laws. The parties agree that disputes arising from or related to this Agreement or the Program will be litigated in the federal or state courts located in Philadelphia, Pennsylvania.
4. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, which shall be binding on the parties notwithstanding that each of the parties may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic images of signatures shall be considered original signatures unless prohibited by applicable law.
5. It is mutually understood and agreed that the relationship between the parties is that of independent contractors. Neither party is the agent, employee, partner, joint venturer, or servant of the other. Except as specifically set forth herein, neither party shall have nor exercise any control or direction over the methods by which the other party performs obligations under this Agreement. Further, nothing in this Agreement is intended to create any partnership, joint ventures, lease, or equity relationship, expressly or by implication, between the parties.

6. This Agreement constitutes the entire agreement between the parties concerning the subject matter, and supersedes all other or prior agreements or understandings, whether written or oral, with respect to that subject matter. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision hereof.

**IN WITNESS WHEREOF**, the authorized representatives of the parties, *intending to be legally bound*, have signed this Agreement as of the Effective Date:

For Thomas Jefferson University:

For Solano Community College:

\_\_\_\_\_

\_\_\_\_\_

Ron Kander, PhD  
Executive Dean, Kanbar College  
Thomas Jefferson University  
Philadelphia, Pennsylvania

David Williams, PhD  
Vice President, Academic Affairs  
Solano Community College  
Fairfield, CA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**TO: Members of the Governing Board**

**SUBJECT: CHILD CARE CENTER PARTNERSHIP CONTRACT FOR  
 HEAD START AND EARLY HEAD START SERVICES  
 PROVIDED AT THE EARLY LEARNING CENTER**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

This annual renewal Agreement between Child Start, Inc. and Solano Community College Early Learning Center for 10 Head Start and 9 Early Head Start childcare slots commences August 1, 2020 and ends July 31, 2021. Both parties exercise the option to renew this contract on an annual basis for a period of five years through August 2024.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact</i>	<i>\$103,663.00</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
		<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
Shannon Cooper, Psy.D.			
<b>PRESENTER'S NAME</b>			
4000 Suisun Valley Road			
Fairfield, CA 94534			
<b>ADDRESS</b>		<b>Celia Esposito-Noy, Ed.D.</b> Superintendent-President	
(707) 864-7159			
<b>TELEPHONE NUMBER</b>			
Robert V. Diamond			
VP, Finance & Administration		October 7, 2020	
<b>VICE PRESIDENT APPROVAL</b>		<b>DATE APPROVED BY</b>	
		<b>SUPERINTENDENT-PRESIDENT</b>	
September 17, 2020			
<b>DATE SUBMITTED TO</b>			
<b>SUPERINTENDENT-PRESIDENT</b>			

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

**TO: Members of the Governing Board**

**SUBJECT: CHILD CARE CENTER PARTNERSHIP CONTRACT FOR  
HEAD START AND EARLY HEAD START SERVICES  
PROVIDED AT THE EARLY LEARNING CENTER**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Child Start pays monthly rates of \$523.10 for each of the 9 Early Head Start children enrolled, and \$376.40 for each of the 10 Head Start children enrolled. An adjustable daily rate is included to cover vacancies for a two-week period while a new child is enrolled. The contract pays up to \$2,000 annually for supplies and staff training to support implementation additional performance standards.

Copies of the full agreement are in the Office of the Superintendent/President, Office of Finance and Administration, and the Office of the Director of the Early Learning Center



## **CHILD CARE CENTER PARTNERSHIPS ANNUAL CONTRACT**

This Agreement is by and between Child Start, Inc. hereinafter called “Child Start” a non-profit 501(c)(3) agency organized in the State in the California with a physical address of 439 Devlin Road, Napa, CA 94558 and Solano Community College, hereinafter referred to as the “Provider”, a for-profit, licensed child care center with a physical address of 4000 Suisun Valley Road, Fairfield, CA 94534 with reference to the following:

**Scope of Contract:** Child Start agrees to contract with the Provider to provide the educational and comprehensive services of the Head Start (HS) / Early Head Start-Child Care Partnership (EHS-CCP) program to eligible families via 9 EHS-CCP and 10 HS full-day, full-year child care slots in Provider’s existing child care center for dually eligible State and HS/EHS-CCP children between the ages of 0 to 3 years for EHS-CCP and 3 to 5 years for HS. Provider must offer at least 1,380 annual hours of planned class operations for all enrolled children.

**Term:** the term of this agreement shall commence on August 1, 2020 through July 31, 2021. The enrollment date for children, whereupon invoicing can begin is August 1, 2020. This agreement shall continue annually subject to the right of each party to terminate this agreement by notification in writing by either party providing at least 30 days of notice. Both parties may exercise an option to renew this contract on an annual basis for a period of five years through August 31, 2024.

**Provisional Status:** Child Start and any of its agents and/or funders (i.e., Child Care Community Care Licensing, Resource and Referral, CACFP and/or Office of Head Start) have the right to engage in ongoing monitoring and observations to determine whether Provider is making substantial gains towards meeting program goals and/or meeting his/her responsibilities pursuant to this Agreement. If a failure of the Provider to make substantial gains towards meeting program goals or a failure of the Provider to meet his/her responsibilities pursuant to this Agreement is documented, the Provider will be placed on a provisional status for a 30-day period at the end of which, Child Start will either terminate the contract, extend provisional status or reinstate the original contract.

**Terms and Conditions:** Provider agrees to provide space, meals, supplies, supervision, and educational and child care services to children currently eligible for a State Funded Program or receiving a California State Child Care Subsidy. Eligible

children will be enrolled in the HS/EHS-CCP program operated by Child Start under the following terms and conditions.

**The Provider agrees to:**

Provider shall furnish a child development program and supervision of children between the ages of 0 – 5 years old (exact ages of children placed at Provider's center will be negotiated on a contract by contract basis), and agrees to furnish such services in compliance with all applicable federal, state or local laws, rules or regulations, including providing an alcohol and drug free and smoke free environment. As used in this Agreement, child development and supervision means the degree of child development and supervision that meet Head Start Performance Standards and Title 22 Childcare Regulations of the State of the California.

1. Provider will remain in compliance with applicable licensing laws and regulations. Provider will supply a copy of the following to be on file at the Child Start Administration Office location:
  - Childcare license issued by the State of California.
  - Proof of annual renewal of license (payment stub or receipt).
  - Proof of Liability Insurance in the amount of \$1,000,000 and endorsing Child Start as an additional insured under the Provider's liability policy.
  - Evidence of a tuberculosis clearance for the Provider and assistant(s) (if applicable) not older than 3 years prior to contract signing. If a Provider's employee is hired after contract signing, Provider must provide evidence of a tuberculosis clearance not older than 12 months for the new employee within 30 days of the date of hire.
  - Evidence of vaccination for pertussis and measles for the Provider and all employees. A statement from a physician that states the Provider and/or employee is already immune to measles/pertussis or that there is a medical reason not to vaccinate the Provider/employee may be accepted.
  - Live Scan clearance (for all caregivers) within the last two years.
2. Operate a child care center on a non-discriminatory basis, providing equal treatment and services without regard to race, color, creed, religion, national origin, ancestry, physical or mental disabilities, or sex.
3. Provide safe environments that meet the following Head Start performance standards:
  - Provider shall maintain an environment that is safe from hazards, and provides sufficient indoor and outdoor area for the number of children present.
  - The child care facility must be safely supervised by licensed providers or assistants at all times when children are present.
  - Provider shall provide and maintain a fire extinguisher that is certified annually and easily accessible; working smoke detectors located on each story, corridors, sleeping rooms and recreation areas; a well-supplied first aid kit, and emergency and evacuation plans that are easily identifiable by adults.

4. Allow parents unlimited access to their children and to persons caring for their children during the normal hours of operation and whenever the children are in the care of Provider or Provider's employees.
5. Complete yearly training on Child Abuse Reporting. The Provider must supply documentation of completion. Provider must report any known or suspected child abuse or neglect to the appropriate agencies, as required by law.
6. Maintain records that are required by Title 22 of the California Code of Regulations and the Head Start Program Performance Standards. Provider shall make all such records available to Child Start representatives for program review, evaluation, audit and/or other purposes. Such records shall include, but are not limited to, attendance sheets, lesson plans, child observations and ongoing assessment, health/nutrition information, parent conference records, and other pertinent records that may be required by Child Start.
7. Allow access to, and cooperate with authorized Child Start representatives (staff, contractors and Providers) in the observation and evaluation of the child care classrooms, lesson plans, and other records. Visits will be scheduled or unannounced during posted hours of operation. If the Provider must cancel a scheduled visit, Provider must provide Child Start 24-hour notice.
8. Provide a program that will not include religious instruction or worship when serving HS/EHS-CCP program children.
9. Enroll in and adhere to the Child Care Food Program (Child and Adult Care Food Program – CACFP) guidelines and serve meals appropriate to age, developmental readiness, and meal spacing requirements.
10. Provide an individual space or container for children's personal belongings and take home materials.
11. Meet with Child Start staff at least weekly to ensure Provider is offering quality classroom environments, intentional teaching, and nurturing teacher-child interactions. During such meetings, Child Start can make available a substitute teacher, as needed, to maintain necessary child supervision ratios.
12. Work with Child Start staff on the required annual Program Self-Assessment and follow Child Start's adopted timeline. The Self-Assessment consists of, but is not limited to:
  - Results of Infant/Toddler Environment Rating Scale (ITERS)
  - Results of Parent Survey
  - Results of Desired Results Developmental Profile (DRDP)
  - Results of Child Start's Quality Visit and Monitoring Tools
13. Adhere to the following Head Start Performance Standards in the implementation of Educational and Family Services:

- Conduct developmental screenings on children within forty-five (45) days of enrollment, utilizing the ASQ screening tools; work with staff to meet ongoing health requirements.
- Provide child education on Pedestrian Safety within thirty (30) days of enrollment.
- Conduct a developmental assessment utilizing the DRDP on each HS/EHS-CCP enrolled child three (3) times per program year following Child Start's adopted timelines. Provide Child Start with a copy of the DRDP assessments within Child Start's adopted timelines.
- Plan at least two child goals per quarter based on the results of the ongoing, developmental assessment.
- Utilize an evidence-based curriculum to plan the developmentally appropriate experiences for children.
- Work with Child Start staff to conduct two home visits and two parent conferences per year to review family assessments and discuss the results of screenings and developmental assessments with parents.
- Be inclusive of children with disabilities, consistent with their Individual Family Service Plan (IFSP) or Individual Education Plan (IEP) and provide an appropriate environment and adult guidance for the participation of children with special needs.
- Utilize information obtained from monthly meetings with Child Start staff and enrolled parents to develop family goals and incorporate parent input from home visits into the weekly lesson plans and the Individual Child Portfolio.

14. Provider will complete all attendance forms and records as required by the rules, regulations and guidelines of the HS/EHS-CCP program, and provide Child Start with a monthly accounting (due by the 10<sup>th</sup> of each month) of each child's attendance that includes the daily sign-in/out sheets with parent's full signature and daily attendance records indicating child's absences with parent's signature.

15. Adhere to all educational requirements, including but not limited to those required by Head Start Performance Standards, California Community Care Licensing regulations, and Child Start. Providers who do not currently meet these educational requirements must enroll in a program to obtain a Child Development Associate Teacher permit, or an Associates or Bachelor's degree in child development or early childhood education within six (6) months of beginning service provision. The program must include three (3) infant/toddler units. In addition, providers must acquire the CDA credential, Associate's, or Bachelor's degree within 18 months of beginning service provision. If a Provider has an Assistant(s), the individual must meet the qualifications for a California Child Development Assistant Permit, and obtain the Permit within 12 months of contract signing.

16. Provider shall not transport HS/EHS-CCP program children at any time, except in the case of an emergency. An emergency would be due to fire or earthquake where home is damaged and children need to be moved to a safer location.

17. Licensing Visits and Type A Violations: Provider must notify the EHS-CCP Program Manager of any announced or unannounced licensing visit. If Provider

receives a Type A Violation or is issued a Provisional License, Provider **must** notify Child Start within **one business day** of notification from Community Care Licensing. Provider becomes subject to an internal review by Child Start to determine a Provider's contract status, which can include Provisional Status or Termination.

18. Enrollment of Program Children: Provider shall enroll in his/her child care center no more children than the number authorized by his/her current Child Care Center License and Head Start Performance Standards. Provider agrees that Child Start is not obligated to fill any vacant slots not deemed part of the EHS-CCP or HS contract. Provider shall notify the Child Start representative within twenty-four (24) hours of any changes or status of children (such as a family losing subsidy, family drops from the program or requests extended leave) enrolled in the EHS-CCP or HS program.

- Early Head Start regulations concerning enrollment are as follows: No more than eight (8) children can be enrolled in each classroom and the teacher ratio must be equal to or less than one (1) teacher per four (4) children (1:4).
- Head Start regulations concerning enrollment are as follows:
  - No more than seventeen (17) children can be enrolled in each classroom if the class serves a majority of three year old children and the teacher ratio must be equal to or less than two teachers per seventeen children (2:17).
  - No more than twenty (20) children can be enrolled in each classroom and the teacher ratio must be equal to or less than one (1) teacher per ten (10) children (1:10). A size waiver of 45 CFR 1302.21(b) to serve up to 24 Head Start four year old children in one classroom may be approved by the Office of Head Start, conditioned upon Provider meeting the following requirements:
    - Provider must maintain 35 square feet of space per child;
    - Provider must meet State DOE Title V State Preschool staffing requirements with a paid staff ratio of one adult for every eight children;
    - Provider must meet Head Start classroom teacher credentialing requirements prescribed by Section 648A of the Improving Head Start for School Readiness Act; and
    - Provider must ensure classrooms serve predominately four or five-year-old children throughout the school year.
- Provider agrees to reserve any contracted HS/EHS-CCP slots for children and families who are dually eligible for State subsidy and HS/EHS for 15 days.

19. Provider agrees to the following statement of confidentiality: The use or disclosure of information of enrollees and/or their families will be limited to purposes directly connected with the administration of the HS/EHS-CCP program. Provider shall follow all State and Federal Guidelines.

20. Provider shall invoice Child Start monthly for services by the 10th day of the month following services. Child Start will pay Provider within 30 days of receipt of invoice. Monthly invoices shall document in-kind documentation to include number of

volunteer hours provided by parents, the costs of supplies and materials provided by Provider not paid for by this contract, and the cost of space donated for the use of these services.

21. Provider must not charge families enrolled in the HS/EHS-CCP program any program fees (such as fees for meals, enrollment or supplies), outside of those required by the State Funded Program.
22. If Child Start supports the Provider with making facility upgrades to meet California Child Care Licensing and Head Start Performance Standards totaling over \$15,000, Provider agrees to repay Child Start based on the schedule provided in Exhibit C.
23. Provider agrees to provide to Child Start, assurances to verify that all construction and renovation projects and subcontracts financed with funds awarded under the HS/EHS-CCP program meet the requirements of the Davis-Bacon Act (40 U.S.C. 276a et seq.) and the Regulations of the Department of Labor, 29 CFR part 5. Such assurances must include verification that laborers and mechanics employed by contractors or subcontractors in the construction or renovation of the licensed child care facility in which enrolled HS/EHS-CCP children will be served, shall be paid wages at not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor.

**Child Start agrees to:**

1. Child Start agrees to pay the Provider the contracted rate for each enrolled child as defined in Exhibit B.
  - If a family enrolled in the HS/EHS-CCP program loses their California State Child Care Subsidy, Child Start agrees to pay the subsidy to Provider for up to one year as defined in *Table 2: Monthly Rate for Children without Child Care Subsidies*.
  - If a HS/EHS-CCP slot becomes vacant, Child Start will pay for the vacant slot for a 15-day calendar period as defined in *Table 3: Daily Rate for Vacancy or Partial Month of Service*. If a vacant slot is not filled within a 15-day period, Provider may enroll a non-HS/EHS-CCP qualified child and/or Child Start may redistribute the slot, at which time, the contract will be amended to reflect the most current number of HS/EHS-CCP slots contracted to the Provider.
  - If the Provider provides less than 11 days of service during any given month, Child Start will pay for each day of service based on the daily rates defined in *Table 3: Daily Rate for Vacancy or Partial Month of Service*.
2. Child Start agrees to pay for costs associated with meeting the EHS education qualifications and credential requirements of the Provider and/or Provider's staff working directly with HS/EHS-CCP children, not to exceed the amount of \$1,000.
3. In addition to the above payments, Child Start agrees to provide diapers, gloves, changing table paper, wipes and oral health supplies for the enrolled children. Furthermore, if a child has a diagnosed special need requiring special supplies or

equipment, Child Start will provide the necessary supplies and equipment to the Provider.

4. Child Start agrees to make available ongoing training, support and evaluation to assist Provider in making substantial gains towards meeting program goals and/or meeting his/her responsibilities pursuant to this Agreement. This includes, but is not limited to regular visits (scheduled and unannounced) during hours of operation.
5. To provide copies of Head Start Performance Standards, forms and samples of record-keeping systems to ensure compliance with Head Start guidelines.
6. To assist in recruiting families in need of child care and Head Start/Early Head Start-Child Care Partnership services, as well as to verify HS/EHS-CCP eligibility and to conduct required HS/EHS enrollment paperwork of eligible families. In addition, Child Start agrees to provide information to parents that explain HS/EHS-CCP services, requirements and expectations. (For provider to be authorized to be paid for services, only authorized Child Start personnel may verify eligibility and enroll children in the HS/EHS-CCP program.)
7. To make available the following services to Provider:
  - Technical assistance, coaching and mentoring to Provider in the provision of educational services.
  - Include Provider and Provider's Staff in all Child Start Staff Development opportunities to include specialized training in curriculum and family advocacy.
  - Work in collaboration with Provider and Provider's Staff to assist with the referral process.
  - Provide support with all necessary emergency/safety plans.
  - Provide health resource information and ensure program Coordinators are available for support and technical assistance.
8. To provide Early Head Start parents the opportunity to enroll their children in another Child Start Early Head Start program, if the Provider is no longer contracting with Child Start.

**General Provisions:**

1. Child Start retains the right to terminate this Agreement at any time by providing written notice thereof if:
  - Provider fails to perform any covenants, obligations or duties under this Agreement or fails to comply with any law, rule, or regulation, guideline or directive established by the Federal Government, the State of California, the California Department of Education or the Head Start Performance Standards.
  - Provider submits false information, including days and hours of child's attendance. Submission of false information may constitute fraud, and any fraudulent claims will be referred to the appropriate law enforcement agency for investigation.

- Provider's conduct is rude, uncooperative, contentious, badgering, or verbally abusive to parents, children, Child Start representatives and/or agents, and/or representatives of any of Child Start's funders.
  - Provider fails to provide verification of current child care license or provide forms and records required of Provider that are necessary for the operation of the Child Care Center.
2. Notwithstanding the foregoing paragraph, either party may terminate this Agreement providing the other party with written notice at least thirty (30) days prior to the effective date thereof.
  3. It is expressly understood that Provider shall perform all acts as required under this Agreement as an independent provider and that Provider shall not be considered an officer, agent or employee of Child Start. As an independent provider, Provider shall not be entitled to any rights or benefits of employees of Child Start, including, but not limited to, unemployment insurance, worker's compensation, retirement benefits, state disability or other leave benefits. Nothing in this Agreement shall be construed to mean that Child Start retains any control over the manner and means by which Provider performs its services but only over the results of those services, notwithstanding the specificity required by the State of California and Federal Government to carry out this contract.
  4. Discipline of Children: California Codes prohibit the use of corporal punishment or unusual means of punishment. Discipline of children must be fair, reasonable and consistent, and must be related to the offense. Corporal punishment (spanking) is not permitted even though the child's parents may have given consent. Punishment connected with functions of living such, as eating, sleeping, or the elimination of human wastes shall not be used.
  5. Indemnification: Provider will defend, indemnify, and hold harmless Child Start and its affiliates, directors, officers, agents, representatives, and employees harmless from and against any and all claims, actions, costs (including attorney's fees and costs), losses, damages, and/or liabilities for injury, including death, to any person or damage to any property: (1) arising from Provider's operation of its child care facility under this Agreement; (2) arising from Provider's provision of services under this Agreement; (3) arising out of any injury or expenses suffered or incurred by Child Start in the review of Provider's performance of its duties and responsibilities under this Agreement; (4) arising out of Child Start's duties, acts, or omissions or those of its officers, employees, or agents pursuant to this Agreement, including any negligent or intentional acts on their part. This provision shall survive the performance of this Agreement and shall remain in full force and effect notwithstanding such performance.
  6. Controlling Status: Attached hereto as Exhibit A and incorporated herein by reference are the additional Assurances governing contracts between the Provider and Child Start. The Parties to this Agreement shall abide by all of the terms and conditions set forth in the Assurances. Additionally, each provision and clause required by law to be inserted in this Agreement shall be deemed to have been

inserted in this Agreement, and this Agreement shall be read and enforced as though each such provision were included. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, this Agreement shall be amended to make such insertion upon the application of either Party.

7. The laws of the State of California shall govern this Agreement.

This Agreement of Services for Licensed Child Care Centers between the Child Start HS/EHS-CCP program and Solano Community College shall be effective on August 1, 2020 and shall remain in force until July 31, 2021.

APPROVED BY:  
Child Start Incorporated

APPROVED BY:  
Solano Community College

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Debbie Peralez, Executive Director  
439 Devlin Road  
Napa, CA 94558  
P: 707-252-8931 ext. 2849  
E: dperalez@childstartinc.org

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Christie Speck, Director  
4000 Suisun Valley Road,  
Fairfield, CA 94534  
P: 707-864-7183  
E: Christie.Speck@solano.edu

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

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

EXHIBIT "A"  
ASSURANCES

Provider hereby assures and certifies to Child Start that it will comply with the regulations, policies, guidelines and requirements, including 45 CFR Part 87, 45 CFR Part 75 and 2 CFR Part 200 as they relate to the application, acceptance and use of federal funds for federally assisted project(s). To the extent applicable, Provider assures and certifies to Child Start that:

1. It possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the execution of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Provider to act in connection with the Agreement and to provide such additional information as may be required.
2. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246, relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
3. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501 – 1508; and 7324 – 7328), which limits the political activity of the employee.
4. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by the Department of Labor Regulations (29 C.F.R. Part 3, "Contractors and subcontractors on public building or public work financed in whole or in part by loans or grants from the United States").
6. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will fully comply with all Federal statutes relating to the prohibition against forced child labor and severe forms of trafficking in persons. These include but are not limited to the Trafficking Victims Protection Act of 2000 (22 U.S.C. §§ 7104, et seq.) which authorizes the termination of grants, contracts and/or cooperative agreements, without penalty to the Federal awarding agency/department, if Provider or any of its subcontractors (i) engages in

severe forms of trafficking in persons; (ii) has procured a commercial sex act during the effective period of the contract; and/or (iii) uses forced labor in its performance of this Agreement.

7. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will fully comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) which prohibits discrimination on the bases of race, color or national origin; Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act; and any other Federal and State law and regulations hereinafter enacted which may apply to the application.

8. To the extent applicable, if Provider, including any subcontractor it hires to perform on its behalf hereunder, is awarded construction contracts of more than \$2,000, Provider agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor standards provisions applicable to contracts governing federally financed and assisted construction"), including the requirement that the correct scale of wages to be paid be posted by the Contractor in a prominent and easily accessible location at the HHS funded worksite.

9. Regarding all negotiated contracts, excluding those for less than \$2,500, Child Start, the Federal Awarding Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

10. It, and any subcontractor hired to perform on its behalf hereunder, will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**EXHIBIT “B”  
CONTRACT RATES FOR CHILD CARE CENTERS**

**Table 1: Monthly Rate for Children with Child Care Subsidies**

County	Birth to 3 Years EHS-CCP	3 through 5 Years Head Start
Napa County	\$523.10	\$380.61
Solano County	\$523.10	\$376.40

**Table 2: Monthly Rate for Children without Child Care Subsidies**

County	EHS-CCP	Head Start
Napa County (0 to 24 months)	\$1,822.25	\$0
Napa County (2 through 5 years)	\$1,397.12	\$1,325.88
Solano County (0 to 24 months)	\$1,651.02	\$0
Solano County (2 through 5 years)	\$1,223.70	\$1,150.36

**Table 3: Daily Rate for Vacancy or Partial Month of Service**

County	Children without Subsidies	Children with Subsidies
Napa County (0 to 24 months)	\$95.26	\$23.77
Napa County (2 through 5 years)	\$70.13	\$17.30
Solano County (0 to 24 months)	\$83.73	\$23.77
Solano County (2 through 5 years)	\$59.28	\$17.11

\*For vacancies, the daily rate is paid based on the actual number of service days that a slot is vacant with a maximum of 11 service days. If a vacant slot is filled within 15 calendar days, monthly rates apply.

\*\*For partial months of service, the daily rate applies if less than 11 services days are offered in any given month. If a provider offers 11 or more days of service in a month, the monthly rate shall apply.

**EXHIBIT "C"**  
**PROVIDER REPAYMENT SCHEDULE FOR FACILITY UPGRADES FUNDED BY  
CHILD START**

<b>Contract Duration After Facility Upgrade</b>	<b>Repayment Percentage</b>
If contract is terminated in less than one year	100% repayment is due
If contract is terminated between 1 to 2 years	66% repayment is due
If contract is terminated between 2 to 3 years	33% repayment is due
If contract is terminated after 3 years	0% repayment is due

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

**TO: Members of the Governing Board**

**SUBJECT: AMENDED LOCAL AGREEMENT FOR CHILD  
DEVELOPMENT SERVICES – GENERAL CHILD CARE &  
DEVELOPMENT PROGRAM (CCTR)**

**REQUESTED ACTION:**

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

**SUMMARY:**

The amendment does not change the minimum days of enrollment, minimum days of operation, or the maximum reimbursable amount of the contract. Amendment 01 with the state of California, dated July 1, 2020, designated as number CCTR - 0288, General Child Care & Development Program, Project Number 48-7055-00-0, is an agreement to comply with the funding terms and conditions of the Solano County subsidized child care pilot program.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
<b>SUPERINTENDENT’S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>DISAPPROVAL</b> <input type="checkbox"/> <b>NOT REQUIRED</b> <input type="checkbox"/> <b>TABLE</b>
Shannon Cooper Vice President of Student Services <hr/> <b>PRESENTER’S NAME</b>		<hr/> <b>Celia Esposito-Noy, Ed.D.</b> Superintendent-President   <hr/> October 7, 2020 <hr/> <b>DATE APPROVED BY</b> <b>SUPERINTENDENT-PRESIDENT</b>
4000 Suisun Valley Road Fairfield, CA 94534 <hr/> <b>ADDRESS</b>		
(707) 864-7153 <hr/> <b>TELEPHONE NUMBER</b>		
Shannon Cooper Vice President of Student Services <hr/> <b>VICE PRESIDENT APPROVAL</b>		
<hr/> <b>DATE SUBMITTED TO</b> <b>SUPERINTENDENT-PRESIDENT</b>		

**AGENDA ITEM** 12.(o)  
**MEETING DATE** October 7, 2020

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

**TO: Members of the Governing Board**

**SUBJECT: AMENDED LOCAL AGREEMENT FOR CHILD  
DEVELOPMENT SERVICES – GENERAL CHILD CARE &  
DEVELOPMENT PROGRAM (CCTR)**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Additional subsidized child care eligibility criteria is added to support homeless families, and those seeking employment for up to 32.5 hours per week.

Copies of the full agreement are in the Office of the Superintendent/President, Office of Finance and Administration, and the Office of the Director of the Early Learning Center.



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 20 - 21**

**Amendment 01**

**DATE:** July 01, 2020

**CONTRACT NUMBER:** CCTR-0288

**PROGRAM TYPE:** GENERAL CHILD CARE & DEV PROGRAMS

**PROJECT NUMBER:** 48-07055-00-0

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

Solano County Pilot Language

**CONTRACTOR'S NAME:** SOLANO COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2020 designated as number CCTR-0288 shall be amended in the following particulars but no others:

The Contractor agrees to comply with the terms and conditions of the Solano County Local Individualized Subsidized Child Care Plan (hereafter the "SOLANO COUNTY PILOT PLAN") as specifically approved by letter from the California Department of Education, dated July 31, 2019. The Contract must meet the specifications of the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS\*; except where the SOLANO COUNTY PILOT PLAN allows for exceptions.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be \$414,467.00. (No Change).

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$49.54. (No Change).

**SERVICE REQUIREMENTS**

The minimum Child Days of Enrollment (CDE) Requirement shall be 8,366.0. (No change).

The Minimum Days of Operation (MDO) 191. (No change).

Items shown with an asterisk(\*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2020.asp>

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING				
TITLE Contract Manager		ADDRESS				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 414,467	(OPTIONAL USE) See Attached					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 414,467	ITEM See Attached	CHAPTER	STATUTE			FISCAL YEAR
OBJECT OF EXPENDITURE (CODE AND TITLE) 702		T.B.A. NO.				B.R. NO.
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.		B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE				

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-0288

# Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 80,115	(OPTIONAL USE)0656 13609-7055	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 80,115	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 36,828	(OPTIONAL USE)0656 15136-7055	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 36,828	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 297,524	(OPTIONAL USE)0656 23254-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 297,524	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO. -137-
SIGNATURE OF ACCOUNTING OFFICER	DATE	

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

**TO: Members of the Governing Board**

**SUBJECT: AMENDED LOCAL AGREEMENT FOR CHILD  
 DEVELOPMENT SERVICES - CALIFORNIA STATE  
 PRESCHOOL PROGRAM (CSPP)**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

The amendment does not change the minimum days of enrollment, minimum days of operation, or the maximum reimbursable amount of the contract. Amendment 01 with the state of California, dated July 1, 2020, designated as number CSPP- 0612, California State Preschool Program, Project Number 48-7055-00-0, is an agreement to comply with the funding terms and conditions of the Solano County subsidized child care pilot program.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>DISAPPROVAL</b> <input type="checkbox"/> <b>NOT REQUIRED</b> <input type="checkbox"/> <b>TABLE</b>
Shannon Cooper Vice President of Student Services <hr/> <b>PRESENTER'S NAME</b> <hr/> 4000 Suisun Valley Road Fairfield, CA 94534 <hr/> <b>ADDRESS</b> <hr/> (707) 864-7153 <hr/> <b>TELEPHONE NUMBER</b> Shannon Cooper Vice President of Student Services <hr/> <b>VICE PRESIDENT APPROVAL</b> <hr/> <b>DATE SUBMITTED TO</b> <b>SUPERINTENDENT-PRESIDENT</b>	<hr/> <b>Celia Esposito-Noy, Ed.D.</b> Superintendent-President <hr/> October 7, 2020 <hr/> <b>DATE APPROVED BY</b> <b>SUPERINTENDENT-PRESIDENT</b>	

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

**TO: Members of the Governing Board**

**SUBJECT: AMENDED LOCAL AGREEMENT FOR CHILD  
DEVELOPMENT SERVICES – GENERAL CHILD CARE &  
DEVELOPMENT PROGRAM (CCTR)**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Additional subsidized child care eligibility criteria is added to support homeless families, and those seeking employment for up to 32.5 hours per week.

Copies of the full agreement are in the Office of the Superintendent/President, Office of Finance and Administration, and the Office of the Director of the Early Learning Center.



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 20 - 21**

**Amendment 01**

**DATE:** July 01, 2020

**CONTRACT NUMBER:** CSPP-0612

**PROGRAM TYPE:** CALIFORNIA STATE  
PRESCHOOL PROGRAM

**PROJECT NUMBER:** 48-07055-00-0

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

Solano County Pilot Language

**CONTRACTOR'S NAME:** SOLANO COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2020 designated as number CSPP-0612 shall be amended in the following particulars but no others:

The Contractor agrees to comply with the terms and conditions of the Solano County Local Individualized Subsidized Child Care Plan (hereafter the "SOLANO COUNTY PILOT PLAN") as specifically approved by letter from the California Department of Education, dated July 31, 2019. The Contract must meet the specifications of the STATE PRESCHOOL PROGRAM REQUIREMENTS\* except where the SOLANO COUNTY PILOT PLAN allows for exceptions.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be \$546,759.00. (No Change).

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$49.85. (No Change).

**SERVICE REQUIREMENTS**

The minimum Child Days of Enrollment (CDE) Requirement shall be 10,968.0. (No change).

The Minimum Days of Operation (MDO) 191. (No change).

Items shown with an asterisk(\*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2020.asp>

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>					
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)					
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING					
TITLE Contract Manager		ADDRESS					
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		Department of General Services use only			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 546,759	(OPTIONAL USE) 0656 23038-7055	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A			STATUTE 2020	FISCAL YEAR 2020-2021
TOTAL AMOUNT ENCUMBERED TO DATE \$ 546,759	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590						
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.				
SIGNATURE OF ACCOUNTING OFFICER		DATE					

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

**TO: Members of the Governing Board**  
**SUBJECT: BOARD STUDY SESSION – IMPACT OF REPLACING  
BANNER**

**REQUESTED ACTION:**

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

**SUMMARY:**

An update will be presented by Jim Petromilli, Interim Chief Technology Officer.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Jim Petromilli  
Interim CTO

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7000

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

September 25, 2020

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

October 7, 2020

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**