

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

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

EMPLOYMENT 2021-2022

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Haley Howells	Accountant	08/19/2021
Sean Price	Kinesiology Athletic Assistant – 11-Month (Jul – May)	09/01/2021
Lauryn Zabat	Kinesiology Athletic Assistant – 11-Month (Aug – Jun)	09/01/2021

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Dominic Camozzi	Adjunct Instructor – EMT (not to exceed 67%)	08/12/21 – 12/17/21
Peter Chin	Adjunct Instructor – Automotive Technology (not to exceed 67%)	08/12/21 – 12/17/21
Catherine Cyr	Adjunct Instructor – Nursing (not to exceed 67%)	08/12/21 – 12/17/21
Samuel LaRocca	Adjunct Instructor – Automotive Technology (not to exceed 67%)	08/12/21 – 12/17/21

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
James “Kimo” Calilan	From Director, Technology Support to Director, Information Services	08/19/2021

Salvatore Abbate
Human Resources

August 6, 2021

Date Submitted

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

August 18, 2021

Date Approved

Temporary Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Alison Aubert	From Athletic Trainer to Interim Athletic Director	08/02/21 – 03/06/22

District Reclassification

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Jennifer Hesling	From Payroll Technician to Payroll Generalist	04/01/2021

Leave of Absence Request

<u>Name</u>	<u>Leave Type</u>	<u>Effective</u>
Andrew McGee	Military Leave of Absence	07/14/2021

District Resignation

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Marilou Collins	Accountant 1 year and 8 months service at SCC	08/16/2021
Jayne Hume	Student Services Generalist-Vacaville (50%) 1 year and 8 months of service at SCC	08/13/2021

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Diana Alderfer	Teaching Apprentice- Instructional Aide	SEA	08/05/21 – 05/30/22	\$21.00/hr.
Lance Barnett	Aeronautic Lab Technician	General Fund	08/16/21 – 12/31/21	\$17.33/hr.
Tabatha Butler	Box Office/House Manager	General Fund	08/05/21 – 11/21/21	\$14.00/hr.
Parichat Calderon	ELC Assistant Substitute	CCTR General Child Care/SCPP	08/19/21 – 06/30/22	\$18.10/hr.
Dominic Camozzi	EMS Journey Level Assistant	General Fund	07/22/21 – 06/30/22	\$25.00/hr.
Victoria Castaneda	Student Services Generalist	CARES Act/HEERF	08/05/21 – 06/30/22	\$18.10/hr.
Nichole Clark	Production Assistant- Scenic Painter	General Fund	08/19/21 – 11/05/21	\$14.00/hr.

Short-Term/Temporary/Substitute - continued

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Deborah Garcia	Special Project-High School Articulation Liaison	Perkins	08/16/21 – 06/30/22	\$45.00/hr.
Elisa Gutierrez	ELC Assistant Substitute	CCTR General Child Care and CSPP	08/19/21 – 06/30/22	\$18.10/hr.
Adrian Hairston	EMT Journey Level Assistant	General Fund	08/19/21 – 06/30/22	\$25.00/hr.
Steven Hara	Teaching Apprentice-Instructional Aide	SEA	08/05/21 – 05/30/22	\$21.00/hr.
John Herkins	EMS Journey Level Assistant	General Fund	07/22/21 – 06/30/22	\$25.00/hr.
Dagmar Kuta	Production Assistant/Graphic Designer	General Fund	08/05/21 – 11/04/21	\$14.00/hr.
Rebecca Lacount	AON Program Counseling	Perkins	08/16/21 – 12/31/21	\$69.05/hr.
Clitdell Long	Student Services Generalist	CARES Act/HEERF	08/05/21 – 06/30/22	\$18.10/hr.
Amada Madrigal	Student Services Generalist	CARES Act/HEERF	08/19/21 – 06/30/22	\$18.10/hr.
Makali Mates	Theatre Assistant/Stage Manager & Lighting	General Fund	08/05/21 – 11/21/21	\$14.00/hr.
Elizabeth Mayorga	Teaching Apprentice-Instructional Aide	SEA	08/05/21 – 05/30/22	\$21.00/hr.
Marissa McDowell	ASL Interpreter Intern-Counseling	General Fund	07/19/21 – 06/30/22	\$25.00/hr.
Marissa McDowell	ALS Interpreter Intern	General Fund	07/22/21 – 06/30/22 (Revised)	\$25.00/hr.
Mark Mendelson	Special Project-Set Designer	General Fund	08/19/21 – 11/05/21	\$35.00/hr.
Quinton Mendoza	Assistant Coach-Swimming	General Fund	08/19/21 – 05/30/22	\$21.00/hr.
George Molina	Assistant Coach-Women's Basketball	General Fund	08/19/21 – 05/31/22	\$21.00/hr.
Douglas Mungin	Forensics Coach Lead	General Fund	08/16/21 - 12/17/21	\$5,000.00 (Stipend)
Douglas Mungin	Teaching for Equity Planning	General Fund	07/01/21 - 08/06/21	\$2,500.00 (Stipend)
Nathalie Nunez	ASL Interpreter-Counseling	General Fund	08/13/21 – 06/30/22	\$25.00/hr.

Short-Term/Temporary/Substitute - continued

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Jimmy Ojeda Pedraza	Teaching Apprentice- Instructional Aide	SEA	08/05/21 – 05/30/22	\$21.00/hr.
Rachel Purdie	Teaching for Equity Planning	General Fund	07/01/21 - 08/06/21	\$2,500.00 (Stipend)
Trey Reeves	Production Assistant- Props	General Fund	08/19/21 – 11/05/21	\$14.00/hr.
Diane Roszel	Student Services Generalist	Equity	08/01/21 – 06/30/22	\$18.10/hr.
Dirk Smith	Student Equity	SEA	08/17/21 – 06/30/22	\$1,611.00 Monthly
Christopher Summers	Teaching Apprentice- Instructional Aide	SEA	08/05/21 – 05/30/22	\$21.00/hr.
Jeremy Throne	Teaching Apprentice- Instructional Aide	SEA	08/05/21 – 05/30/22	\$21.00/hr.
Kathleen Velasco	Teaching Apprentice- Instructional Aide	SEA	08/05/21 – 05/30/22	\$21.00/hr.
Heather Watson- Perez	Teaching for Equity Planning	General Fund	07/01/21 - 08/06/21	\$2,500.00 (Stipend)
Katrina Wauer	Student Services Generalist	CARES Act/HEERF	08/05/21 – 06/30/21	\$18.10/hr.
Janene Whitesell	Forensics Coaching	General Fund	08/16/21 - 12/17/21	\$3,750.00 (Stipend)
Linda Wichelmann	Special Project- Costume Designer	General Fund	08/05/21 – 11/21/21	\$25.00/hr.
Karen Zapata	Teaching Apprentice- Instructional Aide	SEA	08/05/21 – 05/30/22	\$21.00/hr.

REQUEST FOR REDUCED WORKLOAD

In accordance with section 10.2 of the CCA/CTA/NEA Collective bargaining agreement, the following instructors are requesting a reduced workload for the 2021-2022 academic year. The reduction is authorized under section 22713 of the California Education Code. The request for a reduced workload is recommended.

<u>Name</u>	<u>Position</u>	<u>Reduction</u>
Adrienne Cary	Computer Information Systems Instructor	30%
John Urrutia	Computer Information Systems Instructor	44.4% (Revised)

GRATUITOUS SERVICE

<u>Name</u>	<u>School/Department</u>	<u>Effective</u>	<u>Assignment</u>
Allen Sigl	Athletics	08/19/21 - 06/30/22	Assistant Coach Women's Softball

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

TO: Members of the Governing Board

SUBJECT: WARRANTS

REQUESTED ACTION:

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

SUMMARY:

07/07/2021	Vendor Payments	11109256-11109261	\$ 11,051.77
07/07/2021	Vendor Payments	11109262	\$ 10,319.00
07/07/2021	Vendor Payments	11109263-11109266	\$ 51,578.98
07/07/2021	Vendor Payments	11109267-11109382	\$ 693,280.24
07/13/2021	Vendor Payments	11109383-11109388	\$ 188,952.55
07/13/2021	Vendor Payments	11109389-11109393	\$ 102,394.02

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: 70902 & 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: 1,786,300.56</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

707-864-7209

TELEPHONE NUMBER

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

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

August 18, 2021
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

August 6, 2021
**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 11.(c)
 MEETING DATE August 18, 2021

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

TO: Members of the Governing Board

SUBJECT: WARRANTS

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

07/13/2021	Vendor Payments	11109394-11109420	\$ 124,817.84
07/20/2021	Vendor Payments	11109421	\$ 465.96
07/20/2021	Vendor Payments	11109422	\$ 12,133.00
07/20/2021	Vendor Payments	11109423-11109448	\$ 220,139.47
07/27/2021	Vendor Payments	11109449-11109452	\$ 8,836.73
07/27/2021	Vendor Payments	11109453-11109500	\$ 259,351.58
07/30/2021	Vendor Payments	11109501-11109543	\$ 102,979.42

Total \$ 1,786,300.56

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 21/22-01 AUTHORIZING THE
ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES,
CALIFORNIA) ELECTION OF 2012 GENERAL
OBLIGATION BONDS, SERIES E, AND ACTIONS
RELATED THERETO**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

(CONTINUED FROM THE PREVIOUS PAGE)

(a) Bond Resolution. This Resolution authorizes the issuance of Bonds, specifies the basic terms, parameters and form 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 (\$50,000,000). Section 4 of the Resolution states the maximum underwriters' discount (0.35%) 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 RBC Capital Markets, LLC, as representative on behalf of itself and Piper Sandler & Co., 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. 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 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.

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

TO: **Members of the Governing Board**

SUBJECT: **RESOLUTION NO. 21/22-01 AUTHORIZING THE
ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES,
CALIFORNIA) ELECTION OF 2012 GENERAL
OBLIGATION BONDS, SERIES E, AND ACTIONS
RELATED THERETO**

REQUESTED ACTION:

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

SUMMARY:

(CONTINUED FROM THE 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.

RESOLUTION NO. 21/22-01

A RESOLUTION OF THE GOVERNING BOARD 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 E, 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 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, pursuant to the Authorization, on November 17, 2020, the District issued the fourth series of bonds under the Authorization in an aggregate principal amount of \$30,000,000;

WHEREAS, at this time this Governing Board (the “Board”) has determined that it is necessary and desirable that the District issue the fifth series of bonds under the Authorization in an aggregate principal amount not-to-exceed \$50,000,000, and to be styled as “Solano Community College District (Solano and Yolo Counties, California) Election of 2012 General Obligation Bonds, Series E” (the “Bonds”);

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the “Act”), 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 Bonds or Tax-Exempt Bonds, and further as 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 GOVERNING BOARD 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 Bonds or Tax-Exempt Bonds and further as 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 \$50,000,000.

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 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 any interim or acting Vice President, Finance and Administration, 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. The Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

SECTION 4. Approval of Purchase Contract. The form of Purchase Contract by and between the District and the Underwriters, 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 0.35% 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 \$50,000,000 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 February 1, 2022 with respect to interest on the Bonds, and the stated maturity dates thereof, 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, 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) **“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.

(m) **“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.

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

(o) **“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.

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

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

(r) **“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.

(s) **“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.

(t) **“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.

(u) **“Permitted Investments”** means (i) any lawful investments permitted by Government Code Section 16429.1 and Section 53601, (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.

(v) **“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.

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

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

(y) **“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.

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

(aa) **“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.

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

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

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

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

SECTION 6. Terms of the Bonds.

(a) Denomination, Interest, Dated of Delivery, 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 or rates not in excess of that authorized at the 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 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from the Date of Delivery. Interest on the 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 prior to maturity 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: (i) 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, (ii) the date of redemption, (iii) the place or places where the redemption will be made, including the name and address of the Paying Agent, (iv) the redemption price, (v) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (vi) 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 (vii) 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 to such other persons as may be required pursuant to the Continuing Disclosure Certificate.

A certificate of the Paying Agent or the District to the effect 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) pursuant to Section 6(b)(i) hereof, 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. Form 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 E 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, any 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 E 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 combined with, any 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) Subject to federal tax restrictions, all funds held by the County hereunder shall be invested in Permitted Investments pursuant to law and the investment policy of the County. 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 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 E 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 shall fall due, and for no other purpose. The District covenants to cause the Counties to take

all actions necessary to levy such *ad valorem* property tax in accordance with this Section 14. 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 amounts transferred from the Debt Service Fund, if any, is 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; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with 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 or Official Statement, 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 the 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 of 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) RBC Capital Markets, LLC and Piper Sandler & Co. 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) Notwithstanding any other provisions contained herein, 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 received by the District 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 2.64%, (ii) the total Finance Charge of the Bonds (as defined in Government Code Section 5852.1) is expected to be \$94,484, (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 \$49,905,516, 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 \$88,661,512. 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.

(e) The District hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Government Code Section 16.5 using DocuSign.

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 18th day of August, 2021, by the following vote:

AYES: MEMBERS _____

NOES: MEMBERS _____

ABSTAIN: MEMBERS _____

ABSENT: MEMBERS _____

President of the Governing Board
Solano Community College District

ATTEST:

Secretary to the Governing Board
Solano Community College District

SECRETARY'S CERTIFICATE

I, Dr. Celia Esposito-Noy, Secretary to the Governing Board 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 Governing Board of said District duly and regularly and legally held at the regular meeting place thereof on August 18, 2021, 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: August ___, 2021

Secretary to the Governing Board 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 E**

<u>INTEREST RATE:</u> _____ % per annum	<u>MATURITY DATE:</u> August 1, _____	<u>DATED AS OF:</u> _____, 2021	<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 February 1, 2022. 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, 2022, 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 Governing Board of the District adopted on August 18, 2021 (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 53515, 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 of *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 to (a) 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) 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 respective stated maturity dates. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in 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 called for redemption, together with interest accrued thereon to the date of redemption, without premium.

The Bonds maturing on August 1, 20__ (the “20__ Term Bonds”), 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 of such 20__ Term Bonds to be so redeemed, 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 20__ Term Bonds 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 20__ 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 the 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.

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 Governing Board of the District, and to be countersigned by the manual or facsimile signature of the Secretary to the Governing Board of the District, all as of the date stated above.

SOLANO COMMUNITY COLLEGE DISTRICT

By: _____
(Facsimile Signature)
President, Governing Board

COUNTERSIGNED:

(Facsimile Signature)
Secretary, Governing Board

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 _____, 2021.

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, Governing Board

(Form of Legal Opinion)

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 21/22-02 AUTHORIZING THE
ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES,
CALIFORNIA) 2021 GENERAL OBLIGATION REFUNDING
BONDS**

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

An election was held in the Solano Community College District (the “District”) on November 5, 2002 for the issuance and sale of general obligation bonds of the District for various purposes in the maximum principal amount of \$124,500,000 (the “2002 Authorization”). Pursuant to the 2002 Authorization, the District previously issued \$44,495,279.20 of its General Obligation Bonds, Election of 2002, Series 2006B (the “2006B Bonds”). In order to refinance the 2006B Bonds, the District has previously issued \$47,677,452.55 its 2015 General Obligation Refunding Bonds (the “2015 Refunding Bonds”).

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: None</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

(707) 864-7299

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

August 7, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

August 18, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 21/22-02 AUTHORIZING THE
ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES,
CALIFORNIA) 2021 GENERAL OBLIGATION REFUNDING
BONDS**

REQUESTED ACTION:

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

SUMMARY:

(CONTINUED FROM THE PREVIOUS PAGE)

An election was held in the District on November 6, 2012 for the issuance and sale of general obligation bonds of the District for various purposes in the maximum principal amount of \$348,000,000 (the “2012 Authorization”). Pursuant to the 2012 Authorization, the District has previously issued several series of bonds, including \$89,996,899.15 of its Election of 2012 General Obligation Bonds, Series A (Federally Tax-Exempt) (the “2012 Series A Bonds”) and \$90,000,000 of its Election of 2012 General Obligation Bonds, Series C (the “2012 Series C Bonds,” and together with the 2015 Refunding Bonds and 2012 Series A Bonds, the “Prior Bonds”).

The District now desires to refinance certain of the outstanding Prior Bonds (so refunded, the “Refunded Bonds”), thereby generating savings for District taxpayers, through the issuance of general obligation refunding bonds (the “Refunding Bonds”) in an aggregate principal amount not-to-exceed \$163,000,000. It is currently anticipated that the Refunding Bonds will be issued in three series; one series of Refunding Bonds (the “Series A Refunding Bonds”) will advance refund certain of the outstanding 2012 Series C Bonds, a second series of Refunding Bonds (the “Series B Refunding Bonds”) will advance refund, on a crossover basis, certain of the outstanding 2015 Refunding Bonds, and a third series of refunding bonds (the “Series C Refunding Bonds”) will advance refund, on a crossover basis, certain of the outstanding 2012 Series A Bonds.

All benefits from the refunding will be delivered to the property owners in the District. The final maturity of the Refunding Bonds will not be later than the final maturity date of the Refunded Bonds.

(a) Resolution. This Resolution authorizes the issuance of the Refunding Bonds, in one or more series of federally taxable or federally tax-exempt bonds. The Refunding Bonds are expected to be issued as federally taxable bonds. The Resolution authorizes the issuance of the Refunding Bonds, specifies the basic terms, parameters and form of the Refunding Bonds, and approves the form of Purchase Contract, Continuing Disclosure Certificate, Escrow Agreement and Preliminary Official

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 21/22-02 AUTHORIZING THE
ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES,
CALIFORNIA) 2021 GENERAL OBLIGATION REFUNDING
BONDS**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

(CONTINUED FROM THE PREVIOUS PAGE)

Statement described below. In particular, Section 1 of the Resolution establishes the maximum aggregate initial principal amount of the Refunding Bonds to be issued (\$163,000,000). Section 4 of the Resolution states the maximum underwriting discount (0.35%) with respect to the Refunding Bonds, the maximum legal interest rate on the Refunding Bonds, and authorizes the Refunding Bonds to be sold at a negotiated sale to RBC Capital Markets, LLC, as representative on behalf of itself and Piper Sandler & Co., 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. Pursuant to the Purchase Contract, the Underwriters will agree to buy the Refunding Bonds from the District. All of the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing of the Refunding Bonds, the final execution copy of the Purchase Contract will be prepared following this form.

(c) Form of Preliminary Official Statement. The Resolution approves the form of the Preliminary Official Statement. The Preliminary Official Statement (“POS”) is the offering document describing the Refunding Bonds which may be distributed to prospective purchasers of the Refunding Bonds. The POS discloses information with respect to, among other things, (i) the proposed uses of proceeds of the Refunding Bonds, (ii) the terms of the Refunding Bonds (interest rate, redemption terms, etc.), (iii) the bond insurance policy for the Refunding Bonds, if any, (iv) the security for repayment of the Refunding 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 Refunding Bonds and the District, and (viii) absence of material litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Refunding Bonds. Following the pricing of the Refunding Bonds, a final Official Statement for the Refunding Bonds will be prepared, substantially in the form of the POS.

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 21/22-02 AUTHORIZING THE
ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES,
CALIFORNIA) 2021 GENERAL OBLIGATION REFUNDING
BONDS**

REQUESTED ACTION:

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

SUMMARY:

(CONTINUED FROM THE 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 a bond issuer a covenant that such public agency will annually file “material financial information and operating data with respect to the District” through the web-based Electronic Municipal Market Access (“EMMA”) system maintained by the Municipal Securities Rulemaking Board (which is the federal agency that regulates “broker-dealers,” including investment bank firms that underwrite municipal obligation issuances). This requirement is expected to be satisfied by the filing of the District’s audited financial statements and other operating information about the District, in the same manner the District has filed in connection with prior bond issuances. The purpose of the law is to provide investors in the Refunding Bonds with current information regarding the District. Similar laws have governed the corporate debt market for many years.

(e) Escrow Agreement. Pursuant to the Escrow Agreement, proceeds from the sale of the Refunding Bonds will be deposited into escrow funds (the “Escrow Funds”) held by U.S. Bank National Association, as escrow agent (the “Escrow Agent”). The monies in the Escrow Funds will be used by the Escrow Agent to (i) pay the interest on the Series B Refunding Bonds prior to August 1, 2025, (ii) pay the interest on the Series C Refunding Bonds prior to August 1, 2028, (iii) pay the interest on the refunded 2012 Series C Bonds through August 1, 2027, and (iv) refund Refunded Bonds on the respective first available redemption dates therefor following the closing of the Refunding Bonds (August 1, 2025 with respect to the 2015 Refunding Bonds, August 1, 2027 with respect to the 2012 Series C Bonds, and August 1, 2028 with respect to the 2012 Series A Bonds). As a result of the deposit and application of funds so provided in the Escrow Agreement, the refunded 2012 Series C Bonds will be defeased and the obligation of Solano and Yolo Counties to levy *ad valorem* property taxes for payment of the Refunded Bonds will cease. The refunded 2015 Refunding Bonds and refunded 2012 Series A Bonds will remain outstanding until their respective redemption dates.

SOLANO COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 21/22-02

RESOLUTION AUTHORIZING THE ISSUANCE OF THE SOLANO COMMUNITY COLLEGE DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA) 2021 GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, a duly called election (the “2002 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 5, 2002 and thereafter canvassed pursuant to law;

WHEREAS, at the 2002 Election there was submitted to and approved by the requisite fifty-five percent or more vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$124,500,000, payable from the levy of an *ad valorem* property tax against the taxable property in the District (the “2002 Authorization”);

WHEREAS, pursuant to the 2002 Authorization, the District previously caused the issuance of \$44,495,279.20 of Solano Community College District (Solano and Yolo Counties, California) General Obligation Bonds, Election of 2002, Series 2006B (the “2006B Bonds”);

WHEREAS, pursuant to Government Code Sections 53550 *et seq.* and 53580 *et seq.* (the “Act”), the District previously issued \$47,677,452.55 of Solano Community College District (Solano and Yolo Counties, California) 2015 General Obligation Refunding Bonds (the “2015 Refunding Bonds”) to refund certain of the then-outstanding 2006B Bonds;

WHEREAS, a duly called election (the “2012 Election,” and together with the 2002 Election, the “Elections”) was held in the District on November 6, 2012 and thereafter canvassed pursuant to law;

WHEREAS, at the 2012 Election there was submitted to and approved by the requisite fifty-five percent or more vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$348,000,000, payable from the levy of an *ad valorem* property tax against the taxable property in the District (the “2012 Authorization,” and together with the 2002 Authorization, the “Authorizations”);

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

WHEREAS, pursuant to the 2012 Authorization, the District previously caused the issuance of \$90,000,000 of Solano Community College District (Solano and Yolo Counties, California) Election of 2012 General Obligation Bonds, Series C (the “2012 Series C Bonds,” and together with the 2015 Refunding Bonds and 2012 Series A Bonds, the “Prior Bonds”);

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

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

WHEREAS, pursuant to Government Code Section 5852.1, the District has 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 Refunding Bonds, good faith estimates of (a) the true interest cost of the Refunding Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Refunding Bonds, (c) the amount of proceeds of the Refunding 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 Refunding Bonds, and (d) the sum total of all debt service payments to be evidenced by the Refunding Bonds calculated to the final payment date evidenced by the Refunding Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Refunding Bonds;

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

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

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

SECTION 1. Purpose. To refund all or a portion of the currently outstanding principal amount of the Prior Bonds and to pay all necessary legal, financial, and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Refunding Bonds pursuant to the Act in an aggregate principal amount not-to-exceed \$163,000,000, in one or more Series of Taxable Bonds or Tax-Exempt Bonds, and further as Current Interest Bonds, to be styled as the “Solano Community College District (Solano and Yolo Counties, California) 2021 General Obligation Refunding Bonds” (the “Refunding Bonds”) (or such other name as set forth in the Purchase Contract (defined herein) with appropriate additional Series designation if more than one Series of Refunding Bonds are issued. Additional costs authorized to be paid from the proceeds of the Refunding Bonds are all of the authorized costs of issuance set forth in Government Code Section 53550(e) and (f) and Section 53587. Pursuant to Government Code Sections 53584 and 53587, the Board hereby determines it to be reasonably required to fund capitalized interest from proceeds of the Refunding Bonds for the purpose of paying interest on all or a portion of the Refunding Bonds.

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

SECTION 3. Terms and Conditions of Sale. The Refunding Bonds are hereby authorized to be sold at a negotiated sale to the Underwriters upon the direction of the Superintendent/President of the District or the Vice President, Finance and Administration of the District, or any interim or acting Vice

President, Finance and Administration, or such other officer or employee of the District as may be designated by the Superintendent/President of the District or the Vice President, Finance and Administration for such purpose (collectively, the “Authorized Officers”). The Refunding Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

SECTION 4. Approval of Purchase Contract. The Purchase Contract, by and between the Underwriters and the District, 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 may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that (i) the maximum interest rates on the Refunding Bonds shall not exceed that authorized by law, and (ii) the underwriting discount, excluding original issue discount, shall not exceed 0.35% of the aggregate principal amount of the Refunding Bonds actually issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Refunding Bonds to be specified in the Purchase Contract for sale by the District up to \$163,000,000 and to enter into and execute the Purchase Contract with the Underwriters, if the conditions set forth in this Resolution are satisfied.

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

- (a) “**Act**” means Government Code Sections 53550 *et seq.* and 53580 *et seq.*
- (b) “**Authorizing Documents**” means the authorizing resolution(s), indenture, agreement or other legal document(s) pursuant to which the Prior Bonds were authorized and issued.
- (c) “**Beneficial Owner**” means, when used with reference to book-entry Refunding Bonds registered pursuant to Section 6 hereof, the person who is considered the beneficial owner of such Refunding Bonds pursuant to the arrangements for book-entry determination of ownership applicable to the Depository.
- (d) “**Bond Insurer**” means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Refunding Bonds.
- (e) “**Bond Payment Date**” means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing February 1, 2022 with respect to the interest on the Refunding Bonds, and August 1 of each year commencing August 1, 2022 with respect to the principal payments on the Refunding Bonds.
- (f) “**Bond Register**” means the registration books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of Refunding Bonds will be recorded.
- (g) “**Code**” means the Internal Revenue Code of 1986, as the same may be amended from time to time. Reference to a particular section of the Code shall be deemed to be a reference to any successor to any such section.
- (h) “**Continuing Disclosure Certificate**” means that certain contractual undertaking executed by the District in connection with the issuance of the Refunding Bonds pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, dated as of the date of issuance of the Refunding Bonds, as amended from time to time in accordance with the provisions thereof.

- (i) **“County”** means Solano County.
- (j) **“Current Interest Bonds”** means Refunding Bonds, the interest on which is payable semiannually on each Bond Payment Date specified for each such Refunding Bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.
- (k) **“Date of Delivery”** means the date of initial issuance and delivery of the Refunding Bonds, or such other date as shall be set forth in the Purchase Contract or Official Statement.
- (l) **“Depository”** means, the entity acting as securities depository for the Refunding Bonds pursuant to Section 6(c) hereof.
- (m) **“DTC”** means The Depository Trust Company, New York, New York, 55 Water Street, New York, New York 10041, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Refunding Bonds.
- (n) **“Escrow Agent”** means U.S. Bank National Association, or any other successor thereto, in its capacity as escrow agent for the Refunded Bonds.
- (o) **“Escrow Agreement”** means that certain agreement relating to the deposit and investment of funds to refund the Refunded Bonds, by and between the District and the Escrow Agent.
- (p) **“Federal Securities”** means securities as permitted, in accordance with the respective Authorizing Documents, to be deposited with the Escrow Agent for the purpose of defeasing the Prior Bonds.
- (q) **“Holder”** or **“Owner”** means the registered owner of a Refunding Bond as set forth in the Bond Register maintained by the Paying Agent pursuant to Section 6 hereof.
- (r) **“Information Services”** means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System; or, such other services providing information with respect to called municipal obligations as the District may specify in writing to the Paying Agent or, in the absence of such written specification, as the Paying Agent may select.
- (s) **“Moody’s”** means Moody’s Investors Service, Inc. a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the District.
- (t) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.
- (u) **“Official Statement”** means the Official Statement for the Refunding Bonds, as described in Section 17 hereof.
- (v) **“Outstanding”** means, when used with reference to the Refunding Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:
 - (i) Refunding Bonds canceled at or prior to such date;

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6. Terms of the Refunding Bonds.

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

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

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

(b) Redemption.

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

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

(iii) Selection of Refunding Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Refunding Bonds and less than all Outstanding Refunding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Refunding Bonds for redemption as so directed by the District and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Refunding Bonds for redemption as directed by the District and, if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that with respect to redemption by lot, the portion of any Refunding Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

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

(iv) Redemption Notice. When optional redemption is authorized or required pursuant Section 6(b) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a “Redemption Notice”) of the redemption of the Refunding Bonds. Such Redemption Notice shall specify: the Refunding Bonds or designated portions thereof (in the case of redemption of the Refunding Bonds in part but not in whole) which are to be redeemed; the date of redemption; the place or places where the redemption will be made, including the name and address of the Paying

Agent; the redemption price; the CUSIP numbers (if any) assigned to the Refunding Bonds to be redeemed, the Refunding Bond numbers of the Refunding Bonds to be redeemed in whole or in part and, in the case of any Refunding Bond to be redeemed in part only, the portion of the principal amount of such Refunding Bond to be redeemed; and the original issue date, interest rate and stated maturity date of each Refunding Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Refunding Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date thereon, and that from and after such date, interest thereon shall cease to accrue.

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

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

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

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

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

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

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

manner in which the Redemption Notice was given, that such moneys were not so received. In addition, the District shall have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for redemption. The Paying Agent shall distribute a notice of the rescission of such Redemption Notice in the same manner as such notice was originally provided.

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

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

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

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

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

(c) Book-Entry System.

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

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

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

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

Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Refunding Bonds shall designate, in accordance with the provisions of this Section 6(c).

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

4. Transfer of Refunding Bonds to Substitute Depository.

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

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

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

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

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

(C) In the case of a partial redemption or advance refunding of any Refunding Bonds evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any

Substitute Depository or its successor) shall make an appropriate notation on such Refunding Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

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

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

SECTION 8. Paying Agent; Transfer and Exchange. So long as any of the Refunding Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its designated corporate trust office all books and records necessary for the registration, exchange and transfer of the Refunding Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Refunding Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Refunding Bond for all purposes of this Resolution. Payment of or on account of the principal of, premium, if any, and interest on any Refunding Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Refunding Bonds, including interest, to the extent of the amount or amounts so paid.

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

If any Refunding Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond

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

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Refunding Bonds only after the new Refunding Bonds are signed by the authorized officers of the District, as provided in Section 7. In all cases of exchanged or transferred Refunding Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Refunding Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Refunding Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Refunding Bonds surrendered upon that exchange or transfer.

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

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

SECTION 9. Payment. Payment of interest on any Refunding Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer to such Owner on the Bond Payment Date at his or her address or bank and account number as it appears on such Bond Register or at such other address as he or she may have filed with the Paying Agent for that purpose on or before the Record Date. The principal of and redemption premium, if any, payable on the Refunding Bonds shall be payable upon maturity or redemption upon surrender at the designated corporate trust office of the Paying Agent. The principal of, premiums, if any, and interest on the Refunding Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Refunding Bonds when duly presented for payment at maturity, and to cancel all Refunding Bonds upon payment thereof. Unless as otherwise provided for in the Act regarding crossover refunding bonds, the Refunding Bonds are obligations of the District payable solely from the levy of *ad valorem* property taxes upon all property subject to taxation within the District, which taxes are unlimited

as to rate or amount. The Refunding Bonds do not constitute an obligation of either of the Counties and no part of any fund of either of the Counties is pledged or obligated to the payment of the Refunding Bonds.

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

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

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

Any accrued interest received by the District from the sale of the Refunding Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the "Solano Community College District, 2021 General Obligation Refunding Bonds Debt Service Fund" (the "Debt Service Fund") for the Refunding Bonds and used only for payments of principal of and interest on the Refunding Bonds. At the election of the District (i) to the extent the Refunding Bonds are sold in the more than one Series, there shall be created a separate Debt Service Fund for each such Series of Refunding Bonds, and all references herein to a Debt Service Fund shall be deemed to include each Debt Service Fund created for a Series of Refunding Bonds, and (ii) the Debt Service Fund may be established as a subaccount of, or otherwise combined with, any fund established by the County for the purpose of holding proceeds of *ad valorem* property tax levies made to pay any bonds issued pursuant to the respective Authorizations. Proceeds received from the sale of the Refunding Bonds desired to pay all or a portion of interest on the Refunding Bonds are hereby authorized to be deposited in the Debt Service Fund, and those proceeds shall be used solely for the purpose of paying interest on the Refunding Bonds. A portion of the premium received by the District from the sale of the Refunding Bonds may be transferred to the Debt Service Fund or applied to the payment of cost of issuance of the Refunding Bonds, or some combination of deposits.

Any excess proceeds of the Refunding Bonds not needed for the authorized purposes set forth herein for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the principal of and interest on the Refunding Bonds. If, after payment in full of the Refunding Bonds, there remain any such excess proceeds, such amounts shall be transferred to any

other debt service fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the general fund of the District, upon the order of the County Auditor-Controller, as provided in Education Code Section 15234.

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

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

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

(a) General. If necessary, there shall be created and established a special fund designated the “Solano Community College District 2021 General Obligation Refunding Bonds Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, as the same may be amended from time to time, and the Treasury Regulations promulgated thereunder (the “Rebate Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and Section 14 of this Resolution and by the that certain tax certificate concerning certain matters pertaining to the use and investment of proceeds of the Refunding Bonds, executed and delivered to the District on the date of issuance of the Refunding Bonds, including any and all exhibits attached thereto (the “Tax Certificate”).

(b) Deposits.

(i) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate) (1) the District shall calculate or cause to be calculated with respect to the Refunding Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Rebate Regulations, using as the “computation date” for this purpose the end of such five Bond Years, and (2) the District shall deposit to the Rebate Fund from deposits from the District or from amounts available therefor on deposit in the other funds established hereunder, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated.

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

(iii) The District shall not be required to calculate the “rebate amount” and the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Refunding Bonds (including amounts

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

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

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

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

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

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

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

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

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

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

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

Pursuant to Government Code Section 53515, the Refunding 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 Refunding Bonds.

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

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

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

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

SECTION 17. Official Statement. The Preliminary Official Statement relating to the Refunding Bonds, substantially in the form on file with the Secretary to the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of

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

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

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

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

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

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

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

SECTION 20. Other Actions, Determinations and Approvals.

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

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

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

(d) The Board hereby appoints U.S. Bank National Association as Escrow Agent for the Refunded Bonds, and further approves the form of the Escrow Agreement substantially in the form on file with the Secretary to the Board. The Authorized Officers, each alone, are hereby authorized to execute the Escrow Agreement with such changes as they shall approve, such approval to be conclusively evidenced by such individual's execution and delivery thereof.

(e) The Board hereby appoints RBC Capital Markets, LLC and Piper Sandler & Co., as Underwriters and Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, each with respect to the issuance of the Refunding Bonds.

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

(g) Based on a good faith estimate received by the District from the Underwriters, the Board hereby finds that (i) the True Interest Cost of the Refunding Bonds (as defined in Government Code Section 5852.1(a)(1)(A)) is expected to be approximately 2.32%, (ii) the total Finance Charge of the Refunding

Bonds (as defined in Government Code Section 5852.1(a)(1)(B)) is expected to be \$765,000, (iii) the total proceeds expected to be received by the District from the sale of the Refunding Bonds, less the Finance Charge of the Refunding Bonds and any reserves or capitalized interest paid or funded with proceeds of the Refunding Bonds, is \$161,710,000, and (iv) the District expects that the Total Payment Amount (as defined in Government Code Section 5852.1(a)(1)(D)), calculated to the final maturity of the Refunding Bonds, will be \$219,233,927. The information presented in this section is included in satisfaction of Government Code Section 5852.1, and shall not abrogate or otherwise limit any other provision of this Resolution.

(h) The District hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the Government Code using DocuSign.

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

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

SECTION 23. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated 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 Preliminary Official Statement on file with the Secretary to the Board, and the Authorized Officers, each alone, are hereby authorized to execute the Continuing Disclosure Certificate with such changes thereto as the Authorized Officers executing the same shall approve, such approval to be conclusively evidenced by such execution and delivery. Noncompliance with the Continuing Disclosure Certificate shall not result in acceleration of the Refunding Bonds.

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

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

[REMAINDER OF PAGE LEFT BLANK]

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

PASSED, ADOPTED AND APPROVED this 18th day of August, 2021, by the following vote:

AYES: MEMBERS _____

NOES: MEMBERS _____

ABSTAIN: MEMBERS _____

ABSENT: MEMBERS _____

President of the Governing Board

ATTEST:

Secretary to the Governing Board

SECRETARY’S CERTIFICATE

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

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board duly and regularly and legally held at the regular meeting place thereof on August 18, 2021, of which meeting all of the members of the Board had due notice and at which a quorum was present.

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

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

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

Dated: August ___, 2021

Secretary to the Governing Board
Solano Community College District

EXHIBIT A

(Form of Refunding Bond)

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)
2021 GENERAL OBLIGATION REFUNDING BONDS**

INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP
____% per annum August 1, _____ _____, 2021 _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Solano Community College District (the "District") in Solano and Yolo Counties, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing February 1, 2022. 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, 2022, in which event it shall bear interest from the Date of Delivery. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Paying Agent, initially U.S. Bank National Association. Principal is payable upon presentation and surrender of this bond at the designated office of the Paying Agent. Interest is payable by wire transfer by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and to the bank and account number on file at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date").

This bond is one of an authorization of bonds issued by the District pursuant to California Government Code Section 53550 *et seq.* (the “Act”) to refund certain of the District’s outstanding general obligation bonds and to pay all necessary legal, financial, and contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Governing Board of the District adopted on August 18, 2021 (the “Bond Resolution”). This bond and the issue of which this bond is one are general obligation bonds of the District payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with Education Code Sections 15250 and 15252. 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 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 of *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 (each a “Refunding Bond”).

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

Neither the District nor the Paying Agent will be required to (a) 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) transfer any bond which has been selected or called for redemption in whole or in part.

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

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

Redemption Dates

Principal Amounts

TOTAL

\$

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

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

Reference is made to the Bond Resolution for a more complete description of certain defined terms used herein, as well as the provisions, among others, with respect to the nature and extent of the security for the Refunding Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Refunding 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 Refunding Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Refunding Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Refunding Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal of and interest on the Refunding Bonds when due.

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

[REMAINDER OF PAGE LEFT BLANK]

ASSIGNMENT

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

Dated: _____

Signature Guaranteed:

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

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

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

LEGAL OPINION

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

(Facsimile Signature)
Secretary to Governing Board

(Form of Legal Opinion)

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

TO: Members of the Governing Board

**SUBJECT: PUBLIC HEARING OF THE CALIFORNIA SCHOOL
 EMPLOYEES ASSOCIATION, CHAPTER #211, INITIAL
 PROPOSAL TO THE DISTRICT**

REQUESTED ACTION:

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

SUMMARY:

The Solano Community College District and the California School Employees Association, Chapter #211, are preparing to enter into negotiations. As required by the CSEA contract, this is the annual re-openers.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: 3547</i>	<i>Board Policy: 2010</i>	<i>Estimated Fiscal Impact: Unknown</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Salvatore Abbate
 Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

August 18, 2021

August 6, 2021

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: PUBLIC HEARING OF THE CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION, CHAPTER #211, INITIAL
PROPOSAL TO THE DISTRICT**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This item presents the California School Employees Association, Chapter #211 for the purpose of public notice (“sun shining”) to work with the Solano Community College District on the following interest:

Article IX Pay and Allowances; Article XXI Health and Welfare Benefits; XXVI Transfers/Promotions/Vacancies; and Article XXVII Job Vacancies.

Pursuant to the Government Code Section 3547, this item is being presented for public comment on such proposals at the Governing Board meeting scheduled for August 18, 2021.

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

TO: **Members of the Governing Board**

SUBJECT: **RENEWAL OF REGIONAL STRONG WORKFORCE
AGREEMENT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for continued participation in the Regional Strong Workforce Consortium administered through Cabrillo Community College District. Total revenues under this agreement will be \$652,940 for the period July 1, 2020 through June 30, 2022.

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:</i>	<i>Estimated Fiscal Impact: \$652,940 revenue</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

707 864-7299

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

August 6, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 18, 2021

**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 Exhibits B and C.

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 Exhibits B and C.

2. CERTIFIED PROJECT PLANS

Subrecipient shall perform the Scopes of Work detailed using individually certified Project Plans contained in NOVA (nova.cccco.edu). Certified Project Plans covered by this agreement are those plans 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 Plans shall fully detail the scope of work to be performed. By signing this Agreement, the Fiscal Agent and Subrecipient agree that the Certified Project Plans 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 Plans 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 Venture Fund Projects

Projects engaging multiple colleges may be allocated Regional Joint Venture Funds by vote of the BACCC member colleges. Subrecipients receiving Regional Joint Venture Funds will have the amount of funds allocated, the corresponding Project Plan(s), the Regional Joint Venture Project Lead, and the expenditure period specified in Exhibit C. Subrecipient agrees to expend the funds budgeted for the Subrecipient in the Regional Joint Venture for the purposes described in the Certified Project Plan and to faithfully execute its responsibilities as described in the workplan and elsewhere in this contract. Subrecipients are responsible for maintaining a separation between the funds allocated from the Regional Joint Venture Fund and the other funds allocated through this contract.

3. TIMELY SUBMISSION AND UPDATING OF CERTIFIED PROJECT PLANS

In order to ensure timely and full expenditure of funds Subrecipient shall submit and certify Project Plans in NOVA, with budgets equal to the funds allocated to Subrecipient as shown in Exhibits B and C, 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 plans involve multiple Subrecipients, all Parties agree to work collaboratively with all other Subrecipients specifically referenced in the Project Plans in order to complete the Scope of Work and meet reporting requirements.

5. ALLOCATION

The total payment due to Subrecipient for performance under this Agreement is set forth in Exhibits B and C and is known as the Allocation. Exhibits B and C may be modified under the following circumstances:

- Transfer of funds to or from other colleges to carry out collaborative projects
- Reallocation of regional direct-to-college funds (see following paragraph)
- Recalculation of total regional allocations by the Chancellor's Office
- Direction from the Chancellor's Office
- Reallocations made by vote of the BACCC member colleges

Whereas the region is collectively responsible for fully expending the regional allocation within the specified timeline, and whereas failure to do so can result in a reduced allocation in the following round, it is necessary to have a process for reallocating funds when Subrecipients are unable to fully spend their allocation. In order to ensure the region is able to fully expend its allocation Subrecipient should regularly monitor its rate of expenditures and contact BACCC to discuss reallocation of funds as soon as possible if it becomes evident that Subrecipient may be unable to fully expend Allocation. BACCC will initiate a discussion about possible reallocation if the Subrecipient has not reported expenditures in NOVA equal to the amount of the advance payment listed in paragraph 7 by the end of the reporting period for Q1 of the second fiscal year. If Subrecipient is unable to fully expend Allocation according to the established timeline, currently active or future allocations may be diminished by an amount equal to the under-expenditure.

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 Plans submitted on NOVA (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 as published in the guidance section on the [Strong Workforce Program](http://StrongWorkforce.net) website: StrongWorkforce.net

If there is a reduction in funding to the Fiscal Agent 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 the Allocation must be fully expended according to the schedules specified in Exhibits B and C. Subrecipient agrees to work with Fiscal Agent to accomplish Project revisions, transfers, and reallocations in a timely way to ensure all funds for the Allocation are fully spent or released and reallocated to another college that can fully spend the funds within the specified timeline.

7. PAYMENT

The Fiscal Agent shall make payments to the Subrecipient up to the amounts listed in Exhibits B and C.

Thirty percent (30%) of the Allocation will be issued as an advance payment to Subrecipient. 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 Exhibits B and C.

8. 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. The first invoice for reimbursement must provide documentation for costs paid for with the advance as well as for those expenses for which reimbursement is requested. Invoices shall be submitted no more frequently than quarterly and no less frequently than after the close of each fiscal year, simultaneously with the final annual fiscal report. Invoices may be submitted at other times to accommodate large capital expenditures. Fiscal Agent may request additional 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 at help@baccc.net. Final invoices for all performance for the allocation under this Agreement are due simultaneously with the final fiscal report.

9. REPORTING

Subrecipient agrees to provide fiscal and programmatic 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. RJV programmatic reports are due in the RJV platform at rjv.baccc.net at the same time as fiscal reports are due for the close of a fiscal year and the close of the second quarter. Subrecipient will be provided with thirty days notice of any changes to the reporting schedule.

10. MODIFICATIONS

Modifications to Plan Budgets

Modifications to the budgets, as detailed in the Certified Project Plans, 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 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. Projects affected by such transfers must have their description, intended outcomes and workplan adjusted as necessary to maintain alignment with the reallocated budget. Project Plan budgets must be updated in the online NOVA system to reflect these reallocations.

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 approval from the Fiscal Agent. The following process should be followed in these circumstances:

Transfers of Regional Joint Venture Funds between colleges require consent from the colleges involved in the RJV, the RJV Project Lead, and approval from the Fiscal Agent. The RJV Project Lead is responsible for providing evidence of the consent of the colleges involved and obtaining the consent of the Fiscal Agent. Approved transfers will require modifications to the Subrecipient's Exhibit C and the corresponding exhibits of the contracts of the colleges participating in the transfer.

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.

11. TIME EXTENSIONS

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

12. CONTACTS

All invoices, supporting documentation, progress reports, and requests for modifications from the Subrecipient will be submitted online or via email to help@baccc.net as directed by BACCC. Contact information for these Fiscal Agent and Subrecipient roles is to be provided in Exhibit A, Contacts. Contacts may be updated at swpcontacts.baccc.net

Each RJV has a single Project Lead who bears primary responsibility for ensuring the successful and timely execution of the RJV Project Plan, and the timely and complete submission of reports in NOVA and the RJV Platform (rjv.baccc.net). The Primary Project Lead is identified in Exhibit C. When an RJV has multiple colleges receiving services or receiving or contributing funds, each participating college must identify a primary contact in Exhibit C for the RJV at that college. The Primary Contact and the College Contacts may be entered and updated in the RJV Platform (see RJVs/RJV Contacts).

13. 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.

14. 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.

15. 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.

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.

16. NOTICES

A Party to this Agreement may give notice to the other Party by sending an email and receiving acknowledgement of its receipt. 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. Updates to contacts should be posted to swpcontacts.bacc.net

17. 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.

18. 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.

19. 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.

20. 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."

21. 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 Subrecipient 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.

22. 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: strongworkforce.net

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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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
Alex Strudley
Director of Procurement and General Services

SUBRECIPIENT
Solano CCD
Shannon Beckham
Director of Fiscal Services

(signature)

(signature)

(date)

(date)

Solano Community College
Celia Esposito-Noy
Superintendent-President

(signature)

(date)

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

Primary SWP Contact Person with primary responsibility for managing the SWP portfolio of investments at the college. Generally a CTE administrator.	Maire Morinec Faculty Coordinator Maire.Morinec@solano.edu (707) 863-7162 Solano CCD 4000 Suisun Valley Road Fairfield, CA 94534	
Authorized Signers Person authorized to sign contracts on behalf of the college.	Shannon Beckham Director of Fiscal Services Shannon.Beckham@solano.edu (707) 863-7810 Solano Community College 4000 Suisun Valley Road Fairfield, CA 94534	Celia Esposito-Noy Superintendent-President Celia.Esposito-Noy@solano.edu (707) 863-7820 Solano CCD 4000 Suisun Valley Road Fairfield, CA 94534
Fiscal Contact 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.	Sylvia Ramirez Accountant Sylvia.Ramirez@solano.edu (707) 864-7000 ext. 4508 Solano CCD 4000 Suisun Valley Road Fairfield, CA 94534	
Reporting Contact Person responsible for submitting progress reports. May be the same as the Primary SWP Contact.	Maire A. Morinec Faculty Coordinator Maire.Morinec@solano.edu (707) 864-7155 Solano CCD 4000 Suisun Valley Road Fairfield, CA 94534	
BACCC/Cabrillo CCD		
<i>Strong Workforce Program Project Manager</i>	Kate Raymundo kate@baccc.net 831-477-3246	
Director, Regional Fiscal Operations	Tootsie Torres tootsie@baccc.net 831-477-5555	
BACCC Website baccc.net baccc.net/swp-contracts	Mailing Address 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 Period For Funds	Regional Direct-to-College Base Allocation	Regional Incentive Fund Allocation	RJV Fund	Funds Redirected FROM Another College	Funds Redirected TO Another College	TOTAL CONTRACT FUNDS
7/1/2020- 6/30/2022	604,023	88,917			40,000	652,940

TRANSFER DETAILS

Reason	Incoming	Outgoing	Transferring Institution
Cannabis RJV Cost Share		(40,000)	Santa Rosa Junior College

BACCC REVIEW

Rock Pfothauer, 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
Alex Strudley
Director of Procurement and General Services

SUBRECIPIENT

Solano CCD
Shannon Beckham
Director of Fiscal Services

(signature)

(signature)

(date)

(date)

Solano Community College
Celia Esposito-Noy
Superintendent-President

(signature)

(date)

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #1 TO J-WALT
 CONSTRUCTION, INC. FOR THE STEEL FRAME
 OUTDOOR COVERED WELDING SHOP AREA PROJECT**

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for Change Order #1 to the contract with J-Walt Construction, Inc. On April 7, 2021 the Board awarded a contract to J-Walt Construction, Inc. for the Steel Frame Outdoor Covered Welding Shop Area Project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$36,829 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
 Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
 Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

August 6, 2020

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

August 18, 2021

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER NUMBER #1 TO J-WALT
CONSTRUCTION, INC. FOR THE STEEL FRAME
OUTDOOR COVERED WELDING SHOP AREA PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

During the course of construction, existing concrete was identified to be out of ADA compliance, due to the slope exceeding current code. Board approval is requested to award Change Order #1 to J-Walt Construction, Inc. to demolish and replace the existing concrete, including compaction of the subgrade, installation of reinforcing steel and placement and finishing of new concrete.

\$ 519,200.00	Original Contract Amount
<u>\$ 36,829.00</u>	Change Order #1
\$ 556,029.00	New Contract Amount

The Board is asked to approve this contract Change Order #1 to J-Walt Construction, Inc. for the amount of \$36,829.

The contract change order is available online at [Planning Documents \(solano.edu\)](http://solano.edu/Planning Documents).



Change Order

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

Change Order No. 001
 Project No.: 21-005
 Date: August 18, 2021

DSA File No.: 48-C1
 DSA App. No.: 02-118729

Project: **Solano Community College District**
Steel Frame Outdoor Covered
Welding Shop Area Project

HMR Architects
 2130 21st Street
 Sacramento, CA 95818

To: **J-Walt Construction**
 1787 E. Main Street, Suite #12
 Woodland, CA 95776

The Contract is Changed as Follows:

COR No.

004 RFI 008 - Demolition and replacement of existing concrete discovered to be out of ADA compliance, including subgrade compaction, installation of reinforcing steel and placement and finishing of concrete.

\$36,829.00

TOTAL COST OF CHANGE ORDER	ADD	\$36,829.00
FINAL CHANGE ORDER AMOUNT	DEDUCT	\$0
		\$36,829.00

Original Contract Sum:	\$ 519,200.00
Total Change By Previous Change Orders:	\$ -
Contract Sum Prior to This Change Order:	\$ 519,200.00
Original Contract Sum will be Increased by This Change Order:	\$ 36,829.00
The New Contract Sum Including This Change Order Will Be:	\$ 556,029.00
The Original Contract Completion Date:	13-Aug-21
Contract Time Will be Changed by This Change Order:	21 days
The Current Contract Completion Date is:	3-Sep-21



Change Order

CONSTRUCTION MANAGER: _____ Date: _____
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

ARCHITECT: _____ Date: _____
HMR Architects
2130 21st Street
Sacramento, CA 95818

CONTRACTOR: _____ Date: _____
J-Walt Construction
1787 E. Main Street, Suite #12
Woodland, CA 95776

OWNER: _____ Date: _____
Lucky Lofton
Executive Bonds Manager
Solano Community College District

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO ACS COOLING TOWER
SERVICES FOR CONSTRUCTION SERVICES FOR THE
COOLING TOWER MAINTENANCE PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was requested from ACS Cooling Tower Services, a contractor on the District's Pre-Approved Contractor list for the District's Board Approved CUPCCAA (California Uniform Public Construction Cost Accounting Act) Program. The proposal was reviewed, and the proposed pricing was determined to be fair and appropriate to the scope of work requested.

The Board is asked to approve a contract to ACS Cooling Tower Services in the amount of \$95,641.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO COLOR NEW CO FOR
CONSTRUCTION SERVICES FOR FAIRFIELD CAMPUS
BUILDING EXTERIORS PROJECT, PHASE 2

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a contract to Color New Co for the Fairfield Campus Building Exteriors Project Phase 2. The scope of work includes the complete exterior painting of Buildings 300, 400, 1000, 1300, 1400, 1500, 1600, 1700, 1700B, 1800, 1800B, 2600, and miscellaneous painting at other areas.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: Estimated Fiscal Impact: \$387,800.00 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7260

TELEPHONE NUMBER

Robert V. Diamond
V.P., Finance & Administration

VICE PRESIDENT APPROVAL

August 6, 2021

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

August 18, 2021

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO COLOR NEW CO FOR
CONSTRUCTION SERVICES FOR FAIRFIELD CAMPUS
BUILDING EXTERIORS PROJECT, PHASE 2**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Sealed bids were due on August 4, 2021, and a live stream bid opening was conducted. The District received a total of seven (7) bids for the Fairfield Campus Building Exteriors Project Phase 2.

<u>CONTRACTOR</u>	<u>BASE BID</u>	<u>TOTAL BID AMOUNT</u>
Anchor Singh Painting Inc.	\$ 333,333.00	\$ 539,666.33
C & J Painting	\$ 338,000.00	\$ 621,800.00
Color New Co.	\$ 248,000.00	\$ 387,800.00
D & D Painting Co.	\$ 345,000.00	\$ 456,500.00
Jeff Painting	\$ 278,000.00	\$ 589,800.00
Polychrome Construction Co.	\$ 493,000.00	\$ 757,800.00
TSV Painting Inc.	\$ 422,000.00	\$ 589,200.00

- * Total Bid Amount includes a 10% Owners Allowance.
- * Total Bid Amount includes Add Alternate #01 for the use of Elastomeric Paint.
- * Total Bid Amount includes Add Alternate #02 for the power-washing of Mansard Roofs.
- * Total Bid Amount includes Add Alternate #03 for the painting of the Pool Complex Perimeter Wall.

It was determined that Color New Co submitted the lowest responsible and responsive Base Bid. It is recommended that the Board award a contract to Color New Co for the Total Bid Amount of \$387,800.00.

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

DOCUMENT 00 51 00

NOTICE OF AWARD

Dated: August 18th, 2021

To: Color New Co
(Contractor)

To: 22855 Califa St., Woodland Hills, CA 91367
(Address)

From: Governing Board ("Board") of the Solano Community College District ("District" or "Owner")

PROJECT: **Fairfield Campus Building Exteriors Project Phase 2, Bid No. 22-002** ("Project").

Contractor has been awarded the referenced Contract on **August 18th, 2021**, in accordance with action of the District's Board and approval by the State of California.

The Contract Price is **THREE HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS AND 00/100 (\$ 387,800.00)**, and includes alternates #001 - #003 and a 10% Owner's Allowance.

You must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

The Contractor shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.

- a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.
- b. Escrow of Bid Documentation: This must include all required documentation. See document titled Escrow Bid Documentation for more information.
- c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- e. Insurance Certificates and Endorsements as required.
- f. Workers' Compensation Certification.
- g. Prevailing Wage and Related Labor Requirements Certification.
- h. Drug-Free Workplace Certification.

- i. Tobacco-Free Environment Certification.
- j. Hazardous Materials Certification.
- k. Lead-Based Materials Certification.
- l. Sex Offender Registration Act Certification.
- m. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

SOLANO COMMUNITY COLLEGE DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO COMMERCIAL POOL SYSTEMS, INC. FOR CONSTRUCTION SERVICES FOR THE SWIMMING POOL CHEMICAL STORAGE PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a construction services contract to Commercial Pool Systems, Inc. for the Fairfield Campus’ Swimming Pool Chemical Storage Project. The scope of work includes installation of a new chemical feed pump shelf, including relocation of pumps and re-routing of all tubes and cables, and installation of a hazardous material separation barrier. The purpose of this work is to improve overall workplace safety and address non-compliant installation.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$35,482.79 Facilities Funds</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

August 6, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 18, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO COMMERCIAL POOL
SYSTEMS, INC. FOR CONSTRUCTION SERVICES FOR
THE SWIMMING POOL CHEMICAL STORAGE
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was requested from Commercial Pool Systems, Inc., a contractor on the District's Pre-Approved Contractor list for the District's Board Approved CUPCCAA (California Uniform Public Construction Cost Accounting Act) Program. The proposal was reviewed, and the proposed pricing was determined to be fair and appropriate to the scope of work requested.

The Board is asked to approve a contract to Commercial Pool Systems, Inc. in the amount of \$35,482.79.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO SALAS O'BRIEN FOR
PROFESSIONAL SERVICES FOR THE FAIRFIELD
CAMPUS CENTRAL PLANT AND ELECTRIFICATION
STUDY

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for the award of a professional services contract to Salas O'Brien for engineering services for the Central Plant Modernization and Electrification Study for the Fairfield Campus. The scope of work for this study is to develop a Clean Energy Plant Concept(s) report, which will provide a quantitative path forward in defining a cost-effective central plant modernization project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: Estimated Fiscal Impact: \$72,360.00 Measure Q Bond Funds

SUPERINTENDENT'S RECOMMENDATION:

- APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

August 6, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Dr. Celia Esposito-Noy
Superintendent-President

August 18, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO SALAS O'BRIEN FOR
PROFESSIONAL SERVICES FOR THE FAIRFIELD
CAMPUS CENTRAL PLANT AND ELECTRIFICATION
STUDY**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The scope of work for the consultant will result in the preparation of a final report providing a discussion of options and quantifying and conceptualizing a plan for further project development.

The goal of this study will be to assist the District in evaluating an aging Central Plant for replacement that will potentially eliminate the environmental impact of carbon emissions due to large natural gas boilers and the regulatory restrictions from the Bay Area Air Quality District oversight.

It will also provide information that will potentially improve the reliability and energy performance of the Chilled Water system that cools the Fairfield Campus. Finally, the decisions that flow from this study will potentially magnify the benefits from offsetting electrical demand and consumption with the additional solar projects.

A proposal was requested from Salas O'Brien based upon their qualifications and experience on projects of similar scope. Salas O'Brien is listed on the District's prequalified pool of mechanical engineering firms. Salas O'Brien's proposal was reviewed and is appropriate for the scope of work requested.

The Board is asked to approve a professional services contract to Salas O'Brien, in the amount not to exceed \$72,360.00.

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

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO SALAS O'BRIEN FOR
 PROFESSIONAL SERVICES FOR THE FAIRFIELD
 CAMPUS POOL AND EQUIPMENT STUDY**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the award of a professional services contract to Salas O'Brien for engineering services to study and evaluate the existing swimming pool mechanical equipment and support systems in order to inform an equipment and systems modernization plan for the District's aging swimming pool on the Fairfield Campus.

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: Renovating existing instructional space and equipment.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$32,555.00 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
 Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert Diamond
 VP, Finance & Administration

VICE PRESIDENT APPROVAL

August 6, 2021

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

Dr. Celia Esposito-Noy
 Superintendent-President

August 18, 2021

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO SALAS O'BRIEN FOR
PROFESSIONAL SERVICES FOR THE FAIRFIELD
CAMPUS POOL AND EQUIPMENT STUDY**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The scope of work for the consultant will result in the preparation of a final report providing recommendations for improvements and a cost estimate related to those improvements.

A proposal was requested from Salas O'Brien based upon their qualifications and experience on projects of similar scope. Salas O'Brien is listed on the District's prequalified pool of mechanical engineering firms. Salas O'Brien's proposal was reviewed and is appropriate for the scope of work requested.

The Board is asked to approve a professional services contract to Salas O'Brien, in the amount not to exceed \$32,555.00.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO SALAS O'BRIEN FOR
PROFESSIONAL SERVICES FOR THE FAIRFIELD
CAMPUS SUBSTATION #3 STUDY

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for the award of a professional services contract to Salas O'Brien for engineering services to evaluate the existing 50+ year old substation #3 for replacement and possible upgrades, (located in the central plant), that would result from the boiler electrification replacement project. The study will also evaluate the impact to the 12 thousand volt (12kV) electrical distribution system on campus.

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: Renovating existing campus infrastructure.

Ed. Code: Board Policy: Estimated Fiscal Impact: \$34,240.00 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert Diamond

VP, Finance & Administration

VICE PRESIDENT APPROVAL

August 6, 2021

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

Dr. Celia Esposito-Noy
Superintendent-President

August 18, 2021

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO SALAS O'BRIEN FOR
PROFESSIONAL SERVICES FOR THE FAIRFIELD
CAMPUS SUBSTATION #3 STUDY**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The scope of work for the consultant will determine existing and future load and utility impact and will develop site specific options. The consultant's work will result in the preparation of a final report summarizing all findings and recommendations.

A proposal was requested from Salas O'Brien based upon their qualifications and experience on projects of similar scope. Salas O'Brien is listed on the District's prequalified pool of mechanical engineering firms. Salas O'Brien's proposal was reviewed and is appropriate for the scope of work requested.

The Board is asked to approve a professional services contract to Salas O'Brien, in the amount not to exceed \$34,240.00.

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

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AWARD TO T & R COMMUNICATIONS, INC. FOR CONSTRUCTION SERVICES FOR THE VALLEJO CENTER CELL REPEATER INSTALLATION PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for award of a construction services contract to T & R Communications, Inc. for installation of a cell repeater at the Vallejo Center. The purpose of this work is to improve cellular phone coverage at the Vallejo Center. The scope of work includes installation of two (2) Enterprise 1300 Pro Amplifiers along with all associated components, wiring and antennas.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Update instructional equipment and supporting campus infrastructure

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$37,977.96 Measure Q Funds</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

August 6, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 18, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO T & R COMMUNICATIONS,
INC. FOR CONSTRUCTION SERVICES FOR THE
VALLEJO CENTER CELL REPEATER INSTALLATION
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was requested from T & R Communications, Inc., a contractor on the District's Pre-Approved Contractor list for the District's Board Approved CUPCCAA (California Uniform Public Construction Cost Accounting Act) Program. The proposal was reviewed, and the proposed pricing was determined to be fair and appropriate to the scope of work requested.

The Board is asked to approve a contract to T & R Communications, Inc. in the amount of \$37,977.96.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PURCHASE AGREEMENT APPROVAL TO ENVIROPLEX
FOR DSA PRE-APPROVED MODULAR BUILDINGS

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a Purchase Order to Enviroplex for the purchase of two (2) twenty-four by forty (24' x 40') Division of the State Architect (DSA) pre-approved modular buildings. These modular buildings would be used as new locker rooms/clubhouses for the Baseball and Softball Athletic Programs. The new buildings would replace the existing non-compliant structures on the Fairfield Campus.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: Estimated Fiscal Impact: \$272,435.32 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
V.P., Finance & Administration

VICE PRESIDENT APPROVAL

August 6, 2021

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

August 18, 2021

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: PURCHASE AGREEMENT APPROVAL TO ENVIROPLEX
FOR DSA PRE-APPROVED MODULAR BUILDINGS**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The purchase agreement includes the fabrication of two (2) new twenty-four by forty (24' x 40') DSA pre-approved modular buildings, delivery, and installation. Delivery and installation of the buildings is anticipated for Spring/Summer 2022.

Enviroplex's pricing is based upon Merced River Unified School District's Piggyback contract.

The Board is asked to approve a purchase agreement to Enviroplex in the amount not to exceed \$272,435.32.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: COMPUTER HARDWARE AND EQUIPMENT ORDER TO
STERLING FOR THE LIBRARY / LEARNING RESOURCE
CENTER PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for a computer hardware and supplemental equipment purchase order to Sterling to be utilized by the Information Technology Department to outfit the new Library / Learning Resource Center. Sterling’s pricing is based upon the NASPO ValuePoint Contract 7-15-70-34-003 #C000000011250.

The Board is asked to approve this computer hardware and equipment order to Sterling in the amount of \$278,164.25.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other: Provide new equipment that supports classrooms in new LLRC

Ed. Code: Board Policy: Estimated Fiscal Impact: \$278,164.25 Measure Q Funds

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager
PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 863-7855
TELEPHONE NUMBER

Robert V. Diamond
VP, Finance & Administration
VICE PRESIDENT APPROVAL

August 6, 2021
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 18, 2021
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT WITH SOLANO COUNTY FLEET
MANAGEMENT FOR RENTAL OF VEHICLES**

REQUESTED ACTION:

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

SUMMARY:

A contract with Solano County Fleet Management is being presented for review and approval by the Governing Board. Vans will be used to transport athletic teams small in size, for contests requiring short distance travel, and for non-traditional season travel. The term of this contract is September 1, 2021 through May 31, 2022 with a maximum contract amount of \$25,000. This agreement includes preventative maintenance, normal wear and tear repair work and towing, as identified in Exhibit A. Exhibit B details the monthly and daily rates, as well as the mileages rates for the use of three vans. The estimated total cost to the district is not to exceed \$25,000.

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: \$25,000</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

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

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

ADDRESS

707 864-7117

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

VICE PRESIDENT APPROVAL

August 2, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 18, 2021
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

CONTRACTOR'S NAME

BUSINESS FORM

2. The Term of this Contract is:

3. The maximum amount of this Contract is:

\$

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

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on _____, 20 .

CONTRACTOR	COUNTY OF SOLANO
_____ CONTRACTOR'S NAME	_____ AUTHORIZED SIGNATURE
_____ SIGNATURE	_____ TITLE
_____ PRINTED NAME AND TITLE	_____ ADDRESS
_____ ADDRESS _____ CITY STATE ZIP CODE	_____ CITY STATE ZIP CODE Approved as to Content: _____ DEPARTMENT HEAD OR DESIGNEE Approved as to Form: _____ COUNTY COUNSEL

Rev. 12/11/20

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

A. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. County shall provide leased and rental vehicles to Customer, upon request, in accordance with the terms of this Contract.
2. Upon Customer's request and sole expense, in accordance with Exhibit B, section 2(D) and mutual agreement of both parties, County will add equipment and/or accessories, not already factory-installed on the vehicle(s), as determined by Customer. Addition(s) may include light bars, sirens, prisoner cages, push bumpers, gun racks, etc. Customer to consult with County regarding desired addition(s) and expense prior to installment.
3. Upon Customer's request, sole expense, and supply to County, in accordance with Exhibit B, section 2(D), County will install decals, two-way communications equipment, computer equipment, and audio/video monitoring devices.
4. Vehicle life cycle to be mutually agreed upon by both Customer and County, in whole year terms.
5. Preventive maintenance shall occur as follows:
 - a. Marked emergency, pursuit-rated, patrol vehicles: Preventive maintenance every 4,000-miles, to include safety inspection with lube, oil, and filter (LOF) change. County will endeavor to service vehicle within one (1) day for preventive maintenance.
 - b. Non-emergency, emergency non-pursuit vehicles: Preventive maintenance every 6,000 miles, to include safety inspection with lube, oil, and filter (LOF) change. County will endeavor to service vehicle within one (1) day for preventive maintenance.
6. Provide all normal wear and tear (non-accident, non-vandalism, non-abuse) repairs, which shall be billed in the mileage rate, pursuant to Exhibit B. See definitions below. County will endeavor to meet its goal of repair completion within two (2) days, except for major repairs, body damage, or factory warranty repairs.
7. When County-provided vehicles are being serviced by County, County will endeavor to provide Customer a loaner vehicle, but County does not guarantee availability of such loaner. The charge for loaner vehicles shall only be for miles traveled at the rate provided in Exhibit B.
8. Physical towing of County-provided cars to the nearest repair facility.
9. Make available vehicle washing and cleaning facilities, at reasonable intervals, as determined by the County. Customer can utilize automatic vehicle washing at two (2) sites in Fairfield, one (1) site in Vacaville, and one (1) site in Vallejo. Additionally, a wash-rack is available at the Heavy Equipment Shop in Fairfield where Customer may hand-wash and vacuum the interior of large vehicles.

10. Daily and short-term rental vehicles from Solano County motor pool, upon request, when available and charged pursuant Exhibit B.
11. Compliance with State, Federal, and/or local regulations regarding vehicle maintenance, safety, and registration.
12. Monthly billing and management of maintenance records.
13. Maintenance of other Customer-owned equipment on a time and materials basis as provided in Exhibit B, section 2(E). Mobile servicing and repair of heavy equipment is also available on a limited basis.
14. County will provide, on a semi-annual basis, appointments with the customer to discuss with the Customer the purchase, procurement specifications, and disposal of the vehicle and equipment.

B. CUSTOMER SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. All vandalism, accident, and abuse repairs to County-provided vehicles.
2. The cost(s) of towing County-provided vehicles to the nearest repair facility.
3. Remaining balance of the vehicle when the vehicle is a total loss (when the cost to repair exceeds the value of the car) due to an accident, abuse, or vandalism.
4. Obtain prior, written consent of County for any and all alterations, additions, replacement parts, and/or improvements (“modifications”) to vehicle(s) not completed by County. Customer to obtain quote of expected modifications from third party, provide quote to County with expected scope of work and modifications expected prior to commencement. Upon returning the vehicle(s) to County, Customer to remove all modifications and restore vehicle(s) to as close to factory condition as possible. Any modification(s) to vehicle(s) not removed, upon return to County, will become and remain the property of County. The value of such modifications will, in no instance, be regarded as payment to County.
5. By December of each fiscal year, meet and confer with County regarding Customer’s upcoming vehicle needs (i.e., additions, removals, modifications) for the upcoming fiscal year.

C. TERMS DEFINED

1. The definitions shall apply to the following terms found in Exhibit A:

- a. **Normal Wear and Tear** as applied to non-pursuit vehicles include:
- i. Exterior dings and scratches that can be easily buffed out;
 - ii. Interior stains or damage that can be removed;
 - iii. Tires that match the manufacturer's recommended guidelines;
 - iv. Minor nicks or scuffs on the wheel covers or wheels;
 - v. Tread depth over $\frac{1}{8}$ of an inch at the shallowest point in the tire;
 - vi. Any damage to the windshield that is less than $\frac{1}{4}$ of an inch;
 - vii. Cracks in lamps, turn signals, and lights that are less than one (1) inch in diameter;
 - viii. No broken parts or missing equipment.

Regarding pursuit rated vehicles, County and Customer both understand that such vehicles are used in a different manner such that these vehicles may incur more wear and tear than listed above.

- b. **Vandalism:** Action involving deliberate destruction of or damage to public or private property, whether by public or private employee. Examples include, but not limited to vehicle being keyed, tires slashed, broken window, etc.
- c. **Vehicle Abuse:** The misuse of the vehicle; specifically, speeding, harsh braking, harsh acceleration, aggressive cornering, unauthorized use, delaying or ignoring vehicle maintenance, or neglecting vehicle needs. Example include, but not limited to:
- i. Any punctures or damage to the bumper, body, or molding larger than two (2) inches in diameter, costing more than one hundred dollars (\$100) to repair;
 - ii. Any broken or missing parts, regardless of cost;
 - iii. Any rough texture, visible grinding/sanding marks, bad color match areas larger than two (2) inches in diameter, or excessive overspray;
 - iv. Any exterior damage that significantly hampers the appearance of the vehicle or reduces its marketability;
 - v. All frame damage or poorly repaired frame damage that impacts the structural integrity of the vehicle;
 - vi. Interior stains, tears, cuts, burns, and areas signed more than a half inch ($\frac{1}{2}$ ") in diameter;
 - vii. Tire tread depth below one-eighth ($\frac{1}{8}$) of an inch at the shallowest point;
 - viii. Bent, mismatched, cracked, or broken wheels or rims;
 - ix. Tires with cuts, gouges, or sidewall plugs, or tires in a condition that compromises vehicle passenger safety;
 - x. Any hole in the lamps, turn signals or lights; or cracks larger than one (1) inch in length;
 - xi. Any damage to the windshield more than one-quarter ($\frac{1}{4}$) of an inch in diameter, or any hole in the windshield;
 - xii. Any mechanical or electrical component not functioning properly or not repaired to the manufacturer's specifications.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

- A. **Monthly Billings.** County shall provide Customer with fees monthly (“**Monthly Billing**”). The Monthly Billings to Customer shall include:
- a. the vehicle monthly and/or daily rate;
 - b. the mileage rate multiplied by the miles driven each month*;
 - c. cost(s) of added equipment and/or accessories per Exhibit B, section D;
 - d. cost(s) of any additional work per Exhibit B, section E;
 - e. fuel, if used by Customer

Solano County Fleet Management (“Fleet Management”) shall submit a monthly bill in arrears for fees to Customer for all expenses incurred, up to the maximum amount provided for on the Standard Contract. Each invoice will specify services rendered, vehicles involved, dates of service, and the associated charges.

Upon receipt of the County’s Monthly Billing, Customer shall remit payment to the County within thirty (30) days.

Customer to remit payments to:

Solano County Fleet Management
447 Texas Street
Fairfield, CA 94533
Attention: Fleet Office Coordinator, fleet@solanocounty.com

Delinquent Payment. Customer acknowledges that County incurs collection and administrative costs associated with pursuing delinquent Monthly Billings. Customer and County agree that if payment of Monthly Billing, for any month, is not post-marked, hand-delivered, or paid to the County by 5 p.m. on the thirtieth (30) day after receipt of Monthly Billing, plus a fifteen (15) day grace period (45 days from billing), interest will accrue, payable on demand of County, from the date due until paid in full at a rate per annum or equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) 1.5% per month. If the late charge is not paid in a timely fashion, the amount owed will be added to the succeeding month’s Monthly Billing. Acceptance of such late charge by County shall in no event constitute a waiver of Customer's default with respect to such overdue amount, nor prevent County from exercising any of the other rights and remedies granted hereunder.

- B. **Mileage.** For each month, Solano County’s Fleet Management (“Fleet Management”) will send mileage request reminders with blank reports to Customer on or about the 23rd of each month. Mileage reports shall have a space provided to enter the current odometer reading of each vehicle. These odometer readings, the last mileage readings recorded in vehicle maintenance repair orders, or at an automated County fuel site shall be used to determine the miles driven each month. Fleet Management shall use the most up-to-date of these three readings when billing.

Mileage reports shall be returned to Solano County's Fleet Management the day before the last business day (Monday through Friday) at the end of each month. For example, for the month of February 2022, the mileage report is due on Friday, February 25, 2022. Month end closing is the first business day of the month. Mileage reports not returned on the day before the last business day will incur a fifty-dollar (\$50) fee charged to the following month.

* Mileage reports not submitted by Customer timely, may cause Monthly Billing(s) to fluctuate.

- C. **New Rates.** Commencing July 1, 2021, and continuing annually thereafter, on July 1st of each year (the "Adjustment Date"), throughout the remainder of the Term of this Agreement, and any subsequent renewal terms, the vehicle rental rates shall be adjusted ("New Rates"). For the succeeding fiscal year, New Rates will be provided by February of each year. Customer shall have until March 31, of each year, to object to the new rates proposed for the following fiscal year. In the event Customer timely objects to the new rates, then County and Customer shall negotiate mutually agreeable New Rates which shall become effective when executed by both parties as an amendment to this Contract. If Customer fails to make a timely objection, then the New Rates will apply for the succeeding fiscal year.
- D. **Modifications, Alterations, Improvements.** Any equipment and/or accessories, not already factory-installed on the vehicle(s), requested by Customer, per Exhibit A, sections 2 and 3, will be billed upon mutual agreement of both Customer and County under one of two (2) options:
1. Total cost of those modifications (parts plus labor) paid in equal parts, monthly, over the mutually agreed lifecycle of the vehicle; or
 2. Total cost of the modification(s) (parts plus labor) made in one (1) payment
- E. **Additional Work.** Work done outside of preventive maintenance and normal wear and tear already provided by County, pursuant to Exhibit A, sections 5 and 6, is billed at the advertised shop rate for fiscal year 2021-22. Material(s)/part(s) for such work is billed at the cost to County plus a twenty percent (20%) markup fee.
- F. **Early Termination.** Each vehicle will have a life cycle in months/years as mutually determined and agreed upon by both Customer and County. Should Customer return the vehicle(s) prior to pre-determined mutually agreeable life cycle, Customer agrees to pay a penalty in the amount of:
1. twenty percent (20%) of the remaining value of the difference between the original purchase price minus any applied monthly payments for emergency vehicle.
 2. ten percent (10%) of the remaining value of the difference between the original purchase price minus any applied monthly payments for non-emergency vehicles.

SOLANO COUNTY FLEET MANAGEMENT FY 2021/22 MONTHLY RENTAL RATES AND PROJECTIONS

SOLANO COUNTY COMMUNITY COLLEGE

Dept	Acct	Veh#	Year	Make	Model	Monthly Rate	Est Contract Monthly Charges	21-22 PER MILE RATE	EST 21-22 MILES	Estimated Mileage Charges	21-22 FUEL RATE	EST FUEL CHARGES	Estimate Total Charges
0079	0079	3225	2015	FORD	FORD TRANSIT	\$ 516.00	\$ 4,644	\$ 0.18	4,200	\$ 756.00	\$ 0.25	\$ 1,050.00	\$ 6,450.00
0079	0079	3235	2015	FORD	FORD TRANSIT	\$ 516.00	\$ 4,644	\$ 0.18	4,200	\$ 756.00	\$ 0.25	\$ 1,050.00	\$ 6,450.00
0079	0079	3265	2015	FORD	FORD TRANSIT	\$ 516.00	\$ 4,644	\$ 0.18	4,200	\$ 756.00	\$ 0.25	\$ 1,050.00	\$ 6,450.00
GRAND TOTAL:							\$ 13,932		12,600	2,268		\$ 3,150.00	\$ 19,350.00

New monthly rates will be effective July 1, 2021.
 The Overhead only (OVO) rate for FY 2021/22 will be \$185.50.
 Mileage driven per vehicle is projected; adjust if necessary.

Vehicle has a replacement vehicle already on order, the rate for the replacement vehicle is shown.

DAILY RENTALS	DAILY RATE	MILEAGE RATE*
CAR	\$38.00	\$0.56
SMALL SUV / MINIVAN	\$40.00	\$0.56
TRUCK	\$42.00	\$0.56
FULL SIZE VAN	\$42.00	\$0.56
FULL SIZE SUV	\$50.00	\$0.56
*Daily rental mileage includes fuel		

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. TIME

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

2. TERMINATION

This Contract may be terminated by County or Customer, at any time, with good cause, upon 30 days written notice from one to the other.

3. SIGNATURE AUTHORITY

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

4. WARRANTY

A. Customer relies upon County's professional ability and training as a material inducement to enter into this Contract. County warrants that County will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws.

B. County further warrants that County possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, or permits, required to perform the work under this Contract.

5. DEFAULT

A. If either party defaults in its performance, the non-defaulting party shall promptly notify the defaulting party in writing. If the defaulting party fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and the defaulting party fails to commence to cure the default within 30 days after notification, then this Contract may be terminated with no further notice.

B. If this Contract is terminated because of default, the non-defaulting party shall be entitled to recover from the defaulting party all damages allowed by law.

6. INDEMNIFICATION

A. County agrees to indemnify and hold harmless Customer and its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of County, its employees or agents.

B. Customer agrees to indemnify and hold harmless County, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of Customer, its employees or agents.

7. INSURANCE

A, Solano County

i. County will maintain status as a legally self-insured public entity for general liability and will maintain a self-insured retention of ten thousand dollars (\$10,000), and primary insurance of one hundred thousand dollars (\$100,000) per occurrence through participation in the Public Risk Innovation, Solutions, and Management (PRISM) for all activities provided by its employees. Excess liability coverage with limits to twenty-five million dollars (\$25,000,000) may be provided through participation with PRISM. This insurance will be considered primary. County will provide evidence of such coverage to Customer and will name Customer as additional insured.

ii. County will maintain Workers' Compensation for all its employees. County represents that it is a legally self-insured public entity and maintains a self-insured retention of one hundred and twenty-five thousand dollars (\$125,000) and a one hundred and fifty million dollar (\$150,000,000) limit with excess coverage through participation in the CSAC-EIA. County will provide evidence of such coverage to Customer. No Customer insurance shall be called upon to satisfy any County claim for workers' compensation.

B. Customer

i. Customer will maintain status as a legally self-insured public entity for general liability and will maintain a deductible of five thousand dollars (\$5,000) for all activities provided by its employees. Excess liability coverage with limits to twenty-five million dollars (\$25,000,000) may be provided. This insurance will be considered primary. Customer will provide evidence of such coverage to Customer and will name Customer as additional insured.

ii. Customer will maintain Workers' Compensation for all its employees. Customer represents that it is a legally self-insured public entity and maintains statutory limits with excess coverage through participation in NBSIA. Customer will provide evidence of such coverage to County. No County insurance shall be called upon to satisfy any Customer claim for workers' compensation

8. INDEPENDENT CUSTOMER

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

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

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

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9. COMPLIANCE WITH LAW

Both parties shall comply with all federal, state and local laws and regulations applicable to its respective performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

10. CONFLICT OF INTEREST

Both parties warrant that its employees and/or their immediate families and/or elected boards and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Contract.

11. INSPECTION AND AUDIT

Authorized representatives of Customer, the state and/or the federal government may inspect and/or audit County's performance, place of business and/or records pertaining to this Contract during reasonable business hours.

12. NONDISCRIMINATION

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

B. Further, neither party shall discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

13. UNFORESEEN CIRCUMSTANCES

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

14. NOTICE

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

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

15. CHANGES AND AMENDMENTS

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

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

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

16. CHOICE OF LAW

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

17. WAIVER

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

18. CONFLICTS IN THE CONTRACT DOCUMENTS

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

19. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

20. ENTIRE AGREEMENT

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



County of Solano
Standard Contract

For County Use Only
CONTRACT NUMBER:
BUDGET ACCOUNT:
SUBJECT ACCOUNT:

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

Solano Community College

CONTRACTOR'S NAME

BUSINESS FORM

2. The Term of this Contract is:

September 1, 2021 through May 31, 2022

3. The maximum amount of this Contract is:

\$ 25,000 per contract term

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

Exhibit A - Scope of Work

Exhibit B - Budget Detail and Payment Provision

Exhibit C - General Terms and Conditions

This Contract is made on 24 August, 2021.

Table with 2 columns: CONTRACTOR and COUNTY OF SOLANO. Contractor info includes Solano Community College, Celia Esposito-Noy, Ed.D. Superintendent-President, 400 Suisun Valley Road, Fairfield, CA 94534. County info includes County Administrator, 675 Texas St, Ste. 6500, Fairfield, CA 94533.

Rev. 12/11/20

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

TRANSPORTATION BUDGET

TEAM	COLLEGE	DESTINATION	MODE	BUS COST	FLEET COST	MILEAGE	NOTES	TOTALS
VOLLEYBALL & SOCCER COMPETITION SEPT-DEC	Fleet van cost \$516 x 3 vans = \$1548 per monthly rental cost x 4 months (Sept-Dec)							
VOLLEYBALL	Hartnell Classic (Delta & Hartnell)	Salina	BUS	\$ 1,386.00	\$ 6,192.00			
	Modesto Classic (Porterville & Modesto)	Modesto	BUS	\$ 1,270.00				
	Delta College Classic	Stockton	BUS	\$ 1,166.00				
	Delta College Classic	Stockton	BUS	\$ 1,155.00				
	Yuba College	Marysville	BUS	\$ 1,039.50				
	Mendocino College	Ukiah	BUS	\$ 1,165.50				
	Folsom College & COS	Folsom	FLEET		\$ 25.56			
	Ohlone College	Fremont	FLEET		\$ 20.52			
	Napa Valley College	Napa	FLEET		\$ 4.68			
	College of Marin	Kentfield	FLEET		\$ 14.76			
	Los Medanos College	Pittsburg	FLEET		\$ 11.52			
	College of Alameda	Oakland	FLEET		\$ 16.20			
	Contra Costa College	San Pablo	FLEET		\$ 16.20			
SOCCER	De Anza	Cupertino	BUS	\$ 7,182.00				
	San Francisco City College	San Francisco	BUS	\$ 1,152.38				
	Mendocino College	Ukiah	BUS	\$ 971.25				
	Yuba College	Marysville	BUS	\$ 1,212.75				
	Los Medanos College	Pittsburg	BUS	\$ 1,092.00				
	Cosumnes River	Sacramento	BUS	\$ 850.50				
	Contra Costa College	Sacramento	FLEET		\$ 20.52			
	College of Marin	San Pablo	FLEET		\$ 9.00			
	Napa Valley College	Kentfield	FLEET		\$ 14.76			
	Merritt College	Napa	FLEET		\$ 4.68			
		Oakland	FLEET		\$ 16.20			
			FLEET	\$ 5,278.88	\$ 6,192.00	\$ 174.60		\$ 11,645.48
M.&W. BASKETBALL COMPETITION NOV-FEB	Fleet van cost \$516 x 3 vans = \$1548 per monthly rental cost x 2 months (Jan-Feb)							
WOMEN'S BASKETBALL	Folsom Lake	Folsom	BUS	\$ 971.25	\$ 3,096.00		Traveling w/ MBB	
	Marin	Kentfield	BUS	\$ 910.88			Traveling w/ MBB	
	Mendocino	Ukiah	BUS	\$ 1,152.38			Traveling w/ MBB	
	Yuba	Marysville	BUS	\$ 1,152.38			Traveling w/ MBB	
	Los Medanos	Pittsburg	BUS	\$ 971.25			Traveling w/ MBB	
	Santa Rosa	Santa Rosa	BUS	\$ 971.25				
	Cosumnes River Tournament	Elk Grove	FLEET		\$ 20.52			
	SkyJag Tourney	Redwood City/San Jose	FLEET		\$ 28.80			
	Modesto	Modesto	FLEET		\$ 36.00			
	Laney	Oakland	FLEET		\$ 13.68			
	Merritt	Oakland	FLEET		\$ 15.12			
	Contra Costa	San Pablo	FLEET		\$ 9.00			
	Napa Valley	Napa	FLEET		\$ 4.68			
MEN'S BASKETBALL	Folsom Lake	Folsom	BUS	\$ -			Traveling w/ WBB	
	Marin	Kentfield	BUS	\$ -			Traveling w/ WBB	
	Mendocino	Ukiah	BUS	\$ -			Traveling w/ WBB	
	Yuba	Marysville	BUS	\$ -			Traveling w/ WBB	
	Los Medanos	Pittsburg	BUS	\$ -			Traveling w/ WBB	
	West Valley	Saratoga	BUS	\$ 1,107.75				
	Sierra College (Feather River/Shasta)	Rocklin	FLEET		\$ 24.84			
	Sacramento City College	Sacramento	FLEET		\$ 15.84			

Location	Category	Vehicle Type	Cost	Mileage
Modesto		FLEET	\$	36.00
Sierra College		FLEET	\$	24.12
Santa Rosa JC		FLEET	\$	18.72
Santa Rosa JC		FLEET	\$	18.72
NorCal Team Playoffs		FLEET	\$	25.56
CCFS Invitational		FLEET	\$	16.92
DE Anza Invitational		FLEET	\$	29.52
College of Marin Invitational		FLEET	\$	14.76
Hawk Invitational - Las Positas College		FLEET	\$	15.66
Hawk Invitational - Las Positas College		FLEET	\$	15.66
Annual Last Chance Invitational - Chabot College		FLEET	\$	19.80
NorCal Diving Championships - De Anza College		FLEET	\$	29.52
Coast Conference Championships - Hartnell		FLEET	\$	46.80
Coast Conference Championships - Hartnell		FLEET	\$	46.80
ANNUAL COST BUS AND FLEET VANS			\$ 588.24	\$ 588.24
			BUS COST ONLY \$ 29,101.46	FLEET VAN COST ONLY \$ 13,932.00
			\$ 29,101.46	\$ 1,315.62
				GT \$ 44,349.08

SWIM

COMPARISON NOTE: NOTE: May incur additional cost

ENTERPRISE MONTHLY VAN RENTAL RATES
 1 VAN RENTAL COST - \$1960.58
 2 VANS RENTAL COST - \$3921.16
 3 VAN RENTAL COST - \$5881.74
 4 VAN RENTAL COST - \$7842.32

NON-TRADITIONAL GAMES:
 5 BASEBALL
 5 SOFTBALL
 If fleet vans are used - incur mileage cost
 If buses are used - incur bus rental fee

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

TO: **Members of the Governing Board**

SUBJECT: **MEMBERSHIP AGREEMENT BETWEEN THE
BIOINDUSTRIAL MANUFACTURING AND DESIGN
ECOSYSTEM (BIOMADE) AND SOLANO COMMUNITY
COLLEGE**

REQUESTED ACTION:

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

SUMMARY:

A membership agreement between BioMADE and Solano Community College is being presented for review and approval by the Governing Board. BioMADE and SCC will collaborate in order to accelerate biomanufacturing technologies and processes toward an end goal of building a resilient ecosystem and successfully transitioning science and technology research into defense and commercial products within a globally competitive U.S. manufacturing system. Membership is on an annual twelve-month term based on the effective date of this agreement. Membership dues in the amount of \$100 have been waived.

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

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

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

ADDRESS

707 864-7117

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

VICE PRESIDENT APPROVAL

July 29, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 18, 2021
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



BioMADE MEMBERSHIP AGREEMENT

This Membership Agreement (“Agreement”) is made as of the date of the last signature below (“Effective Date”), by and between The Bioindustrial Manufacturing and Design Ecosystem (“BioMADE”), a California Mutual Benefit Corporation, having a location at 1500 Gortner Avenue, Saint Paul, MN 55108, and _____ (“MEMBER”), a _____, with its principal location at _____.

WHEREAS, BioMADE is a Manufacturing USA Institute first established by the United States Department of Defense under Cooperative Agreement Number FA8650-21-2-5028 to accelerate emergent biomanufacturing technologies and processes with the goal to successfully transition science and technology research into defense and commercial products within a globally competitive U.S. manufacturing ecosystem;

WHEREAS, Member is an organization that desires to join the BioMADE Institute as a Member to benefit from the privileges of the selected Membership Tier and intends to participate in BioMADE activities and projects and to engage with other Members; and

WHEREAS, the parties to this Agreement desire to collaborate in order to accelerate biomanufacturing technologies and processes toward an end goal of building a resilient ecosystem and successfully transitioning science and technology research into defense and commercial products within a globally competitive U.S. manufacturing system.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the parties agree to the following:

- 1) **SCOPE.** BioMADE and MEMBER agree to work together toward: (a) advancing domestic biomanufacturing, (b) supporting the establishment and growth of supply chain intermediaries within the United States essential to supporting an end-to-end ecosystem (in the U.S.) for non-medical, biomanufactured products, (c) examining and advancing industry-wide standards, tools, measurements, bioethics, security, and safety tenants for responsible use of engineered biological systems; and, (d) producing American-owned intellectual property by enabling bioeconomic development through research and development.
- 2) **TERM.** Membership shall be on an annual twelve-month term based on the Effective Date of this Agreement for the MEMBER.
 - a) The initial term of membership shall begin as of the Effective Date of this Agreement and continue until the end of the twelve-month term.
 - b) Unless Agreement is terminated pursuant to Section 2.c, this Agreement shall automatically renew for successive twelve (12) month terms (beginning on the anniversary of the Effective Date), subject to payment of applicable membership dues as outlined in Section 3 of this Agreement.



- c) MEMBER may terminate this Agreement at any time and cease membership in the Institute by giving BioMADE ninety (90) days written notice prior to the end of the twelve-month term for the MEMBER. Termination of membership may be sent via USPS to BioMADE's mailing address or via email to membership@biomade.org. If this Agreement is terminated by MEMBER, membership dues are non-refundable.
 - d) If BioMADE terminates this Agreement for reasons other than a breach of this Agreement by MEMBER, membership dues will be refunded on a prorated basis based on the number of full calendar months remaining in the twelve-month term following the date of termination.
- 3) MEMBERSHIP DUES.** MEMBER agrees to pay non-refundable annual membership dues in support of BioMADE. Upon payment of the corresponding cash dues, MEMBER shall become a member in the membership tier selected and shall be entitled to the privileges contained in the BioMADE Institute Membership Terms and Conditions. The Current Membership Tiers and associated dues are detailed in Attachment 1. The membership tiers and dues schedule are subject to change each BioMADE fiscal year. When a change is made, BioMADE will notify MEMBER in writing no less than forty-five (45) days in advance of the change at the contact listed in Section 9 of this agreement.
- 4) MEMBERSHIP PAYMENTS.**
- a) BioMADE shall submit an invoice to MEMBER for payment of the cash membership dues following the Effective Date of this Agreement. Cash membership dues are payable on NET thirty (30) terms based on the date of the invoice.
 - b) For renewal terms, BioMADE shall invoice MEMBER no less than thirty (30) days prior to the expiration date.
 - c) Membership dues shall be due and payable in lump sum, unless within thirty (30) days of MEMBER'S receipt of the invoice BioMADE has approved alternate arrangements. Alternate payment arrangements shall be in writing utilizing the BioMADE Pledge Agreement.
 - d) BioMADE will send notice to Members whose payments are overdue. If payment is not received within thirty (30) days following overdue notice, member will be considered "out of good standing" and will not be entitled to members' benefits. If payment is not received within six (6) months, the member shall be terminated effective on the date payment first became due and will be treated as a Withdrawn Member. Overdue payments received prior to termination of the membership will be credited retroactively to the period for which they were originally due, and will not extend the membership period. For example, if payment is due January 1 of year 1, but payment is received in May 1 of year 1, the payment will be credited for the dues owed for January through May of year 1, with the next dues still due on January 1 of year 2.

- e) Withdrawn Members will cease to have the rights and benefits of membership on the termination date. Withdrawn Members shall promptly return or destroy all confidential proprietary information in their possession in written or other visual form; confirmation of destruction shall be submitted in writing to the BioMADE contact listed in Section 9.

5) CONDITIONS FOR MEMBERSHIP.

- a) Membership benefits shall not be transferred, in whole or in part, to a third party without prior written consent of BioMADE. Any attempted assignment in violation of this section shall be void.
- b) Membership is conditional upon the acceptance by MEMBER of the obligations and rights set forth in the current BioMADE Institute Membership Terms and Conditions.
- c) MEMBER expressly agrees to the restrictions in Section VIII of the BioMADE Institute Membership Terms and Conditions, including, without limitation, the status of other Members as third-party beneficiaries with a right to enforce the Confidentiality provision directly against MEMBER, and the availability of injunctive relief.

6) USE OF NAMES AND TRADEMARKS.

- a) MEMBER will not use the names and/or trademarks of BioMADE, or any product or service resulting from this Agreement, without prior written consent of an authorized representative of BioMADE. Notwithstanding the foregoing, MEMBER may use BioMADE's name and/or trademarks to advertise MEMBER's membership in BioMADE for the duration of this Agreement, provided that it shall not use BioMADE's name and/or trademarks for any other purpose without the prior, express written consent of BioMADE. BioMADE may rescind this right at any time and at its sole discretion.
- b) BioMADE will not use MEMBER's name and/or trademarks with reference to this Agreement or any product or service resulting from this Agreement, without prior written consent of an authorized representative of MEMBER. Notwithstanding the foregoing, BioMADE may use MEMBER's name and/or trademarks to advertise MEMBER's membership in BioMADE for the duration of this Agreement, provided that it shall not use MEMBER's name and/or trademarks for any other purpose without the prior, express written consent of MEMBER. MEMBER may rescind this right at any time and at its sole discretion.

- 7) RELEASE OF MEMBER CONTACT INFORMATION.** MEMBER hereby grants to BioMADE permission to release or share MEMBER contact information, i.e. name of primary MEMBER point of contact, mailing address, phone number, email, etc. Member contact information will be shared with current BioMADE members in the member website portal and in select communications for the purpose of networking and creating a searchable online directory of BioMADE members.

- 8) NOTICES/DESIGNATED CONTACTS.** Notices a party is required or elects to deliver will be in writing and delivered personally, by facsimile or electronic mail (with delivery confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested. Designated Contacts for the MEMBER by subject area are listed in Attachments 2 and 3. Notices to BioMADE must be sent to the mailing address listed in this Agreement or to sponsoredprojects@biomade.org.
- 9) LIMITATION OF LIABILITY.** Neither MEMBER nor BioMADE shall be liable to each other for any special, incidental, punitive, indirect or consequential damages of any nature arising from this Agreement, even if either party has been advised of the possibility of such loss or damage.
- 10) ASSIGNMENT.** The parties may not assign any rights or obligations of this Agreement without the prior written consent of the other party. Any assignment attempted to be made in violation of this Agreement shall be void.
- 11) RELATIONSHIP OF THE PARTIES.** In making and performing this Agreement, it is expressly understood and agreed that MEMBER and BioMADE are independent contractors and neither may be considered an agent, partner, or employee of the other. Neither party shall have the authority to bind the other and shall not represent to anyone that it has such authority, nor shall their respective employees be entitled to any benefits applicable to employees of the other party.
- 12) GOVERNING LAW.** This Agreement shall be governed by the laws of the state of California without regard to its rules of conflicts of law; provided that if MEMBER is a federal entity, federal law shall apply (as applicable). Notwithstanding the foregoing, if MEMBER is a state government entity that is not organized in California, it is agreed that nothing in this Agreement is intended to cause MEMBER to waive the legal immunities and defenses provided under the enabling laws of the state in which MEMBER is organized.
- 13) SEVERABILITY.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the remaining terms and provisions shall remain in full force and effect.
- 14) ENTIRE AGREEMENT.** This Agreement, together with the BioMADE Institute Membership Terms and Conditions, as may be amended, embodies the entire understanding of the parties, superseding any prior or contemporaneous representations, either oral or in written form regarding this matter. Only written modifications, signed by authorized representatives of both parties, will affect changes to this Agreement.
- 15) COUNTERPARTS.** This Agreement may be executed in one or more counterparts, by facsimile, .pdf file, electronic or original signature, each of which shall be considered an



original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties and delivered to each of them..

Remainder of page is intentionally blank.



IN WITNESS WHEREOF, the Parties have caused this Membership Agreement to be executed by their duly authorized officers or representatives on the dates shown below.

Member: _____

Signature: _____

Printed name: _____

Title: _____

Date: _____

The Bioindustrial Manufacturing and Design Ecosystem (BioMADE):

Signature: _____

Printed name: _____

Title: _____

Date: _____

**Attachment 1
Current Membership Tiers**

Select One	Membership Tier	Annual Cash Dues	Annual In-Kind Dues
	Platinum	\$1,000,000	\$500,000
	Gold	\$350,000	\$100,000
	Silver	\$50,000	\$75,000
	Affiliate (Small Business)	\$5,000	\$10,000
	Start-up (Pre-revenue)	\$1,000	\$5,000
	National Lab, FFRDC	\$5,000	n/a
	Finance (Venture Capital Groups)	\$5,000	\$5,000
	LOC Governing*	\$17,500 in 2021* (\$35,000 thereafter)	\$15,000
	Governing	\$35,000	\$15,000
	Participating	\$10,000	\$2,500
	Training (2-year colleges, education non-profits)	\$100	\$5,000

Note: All projects will require a minimum of 1:1 cost share for the project as a whole.

*In response to the unprecedented uncertainty in academia in response to COVID-19, annual cash membership dues for organizations that submitted a Letter of Commitment to BioMADE in 2020 documenting the intent to join at the Governing tier will be reduced by 50% for the first year (2021) and will be \$35,000 thereafter (as indicated for the LOC Governing tier).



**Attachment 2
Member Information Sheet**

Primary Membership Point of Contact	
Name	
Title	
Organization	
Department	
Street Address	
City, State, Zip	
Phone	
Email	

Invoice Point of Contact (if not the same as above)	
Name	
Title	
Street Address	
City, State, Zip	
Phone	
Email	

Contracts Point of Contact	
Name	
Title	
Street Address	
City, State, Zip	
Phone	
Email	

Marketing Point of Contact (for press and media opportunities)	
Name	
Title	
Street Address	
City, State, Zip	
Phone	
Email	

Attachment 3

Organization BioMADE Governance Representatives (please provide based on membership level)

Governance Role	Contact Information	
CEO Roundtable <i>(Platinum: provide 1 name)</i>	Name	
	Title	
	Department	
	Email	
	Phone	
Leadership Council <i>(Platinum: provide 1 name)</i> <i>(Gold / Silver / Affiliate / Startup / Governing / Training: 1 proposed name)</i>	Name	
	Title	
	Department	
	Email	
	Phone	
Technical Committee (voting) <i>(Platinum: provide 2 names)</i> <i>(Gold / Governing: provide 1 name)</i> <i>(Silver / Affiliate / Startup / Participating: provide 1 nomination)</i>	Name	
	Title	
	Department	
	Email	
	Phone	
	Name	
	Title	
	Department	
	Email	
	Phone	
Workforce Committee <i>(Platinum / Gold / Silver / National Lab, FFRDC / Finance / Governing / Participating: provide 1 name)</i> <i>(Affiliate / Start-up / Training: provide 1 nomination)</i>	Name	
	Title	
	Department	
	Email	
	Phone	

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

TO: **Members of the Governing Board**
SUBJECT: **The Puente Project Cooperative Agreement (MOU)**

REQUESTED ACTION:

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

SUMMARY: This MOU covers a period of two years. Last year, the College requested a one-year agreement only (typically, they cover a 3-year period) and a reduction of reassignment for the English and counseling faculty serving as program coordinators. The new agreement attached reflects a reinstatement of the reassignment levels previously provided to the program coordinators.

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**

Shannon C. Cooper, Psy.D.
Vice President, Student Services

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

Shannon C. Cooper Psy.D.

VICE PRESIDENT APPROVAL

July 21, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 18, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

COOPERATIVE AGREEMENT NO. 21-PUENTE-CC-51
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
on behalf of
THE PUENTE PROJECT
and
SOLANO COUNTY COMMUNITY COLLEGE DISTRICT
on behalf of

SOLANO COLLEGE

Fiscal Years 2021-22 & 2022-23

This Agreement ("**Agreement**"), effective as of **July 1, 2021** ("**Effective Date**"), is by and between The Regents of the University of California ("**University**"), on behalf of UC Berkeley's Center for Educational Partnerships' ("**CEP**") Puente Project ("**Puente**") and the **Solano County Community College District** on behalf of **Solano College** ("**Recipient**"). "**Party**" hereinafter refers to each Party individually, or collectively as "**Parties**."

WHEREAS, University and CEP administer Puente, which has established guidelines for Puente community college programs, provides training for Recipient personnel who are implementing these programs, and requires Recipients to meet certain reporting requirements ("**Program**"); and

WHEREAS, The mission of Puente is to increase the number of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations; and

WHEREAS, The California Community Colleges and University have entered into an agreement which calls for increased transfers to the University of California system and expansion of Puente;

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. TERM.

This Agreement shall commence on the Effective Date and terminates on **June 30, 2023** ("**Term**"), unless earlier terminated in accordance with the terms of this Agreement. University is under no obligation to extend this Agreement.

2. STATEMENT OF WORK.

A. University and Recipient shall each fulfill its responsibilities as described in Exhibit A, attached hereto, to provide a program for educationally disadvantaged students at **Solano College**.

3. AWARD AMOUNT AND FINANCIAL ACCOUNTING.

A. University will provide mentor support funds of **\$1,500** for each year that this agreement is in effect.

If sufficient funds are not appropriated by the State of California for this Program, or if funding for any fiscal year is reduced or deleted, this Agreement shall either be cancelled pursuant to the

applicable Agreement termination provisions or amended to reflect a reduction in funds.

1. Funds provided under this Agreement are to be used for mentor activities such as field trips, meetings, and orientations, including food during these functions. Funds may not be used for office furniture (such as, file cabinets, desks, tables, chairs) or for office renovations or construction, or equipment (e.g., computers and printers).
 2. Interest earned on funds provided through this Agreement may only be used for purposes of the project herein supported. Any unexpended funds must be returned to the University of California. The check, made out to the Regents of the University of California, shall be remitted to the Puente Statewide Office by September 30 for each fiscal year.
 3. Allowable costs and financial administration shall be governed by Recipient's institutional standards and those set forth in this Agreement.
 4. Recipient shall maintain accounts, records, and other evidence pertaining to all costs incurred for the Puente program, including those covered from other sources.
 5. University and Puente shall have access to and the right to examine and audit any directly pertinent books, documents, papers and records for three years after expiration or termination of this Agreement.
 6. Financial reports and line item budgets may be periodically requested by the Puente Co-Executive Director for programmatic reasons.
- B. Puente will provide continued support in the form of instructor, counselor, and mentor training as described in Exhibit B. Recipient will comply with all terms set forth in this Agreement.

4. **TERMINATION.**

- A. Either Party may terminate this Agreement, with or without cause, by giving thirty (30) days' written notice to the other Party. Unexpended advance payment balances must be returned to University within sixty (60) days of termination.
- B. All provisions which, by their nature, extend beyond the Term will survive termination of this Agreement, including but not limited to, Sections 4 (**Termination**), 5 (**Information Handling and Publication**), 8 (**Limitation of Liability**), 9 (**Indemnification**), 10 (**Insurance**), 11 (**University Trademarks**), 12 (**Copyright**), and 13 (**Use of Puente Name**).

5. **INFORMATION HANDLING AND PUBLICATION.**

- A. Recipient agrees to comply with all applicable laws, including but not limited to applicable provisions of the Federal Family Educational Rights and Privacy Act ("FERPA"), the State of California Education Code, the State Information Practices Act, in its collection, storage, handling, and transmission of student data under this Agreement. Recipient shall not collect any

information (whether by interview, questionnaire from students, parents or the public) in the name of the University, Puente or the Puente Statewide Office except as expressly provided for in the Programmatic Reporting Requirements, detailed in Exhibit A, Programmatic Reporting Requirements, or any other provision of this Agreement.

- B. Recipient may publish results of its local Puente site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in Puente, administered by the University, and a statement that findings, conclusions, and recommendations are those of the author or Recipient personnel only and do not necessarily represent the view of the University and the Puente Statewide Office. Two copies of all such publications must be electronically furnished to the Puente Co-Executive Directors following publication. Such publications may include sections of larger reports that describe Recipient activities.

6. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60-1.4 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741.5 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified disabled veterans, recently separated veterans, Vietnam era veterans, veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250.5 and 60-300.5 of the Code of Federal Regulations; Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits employment discrimination based on genetic information (including family medical history); and the nondiscrimination clause required by California Government Code Section 12990(c) relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex (including but not limited to pregnancy and gender identity), age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5, Section 8107 of the California Code of Regulations.

7. DISCLAIMER OF WARRANTY.

THE UNIVERSITY AND CEP MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE RECIPIENT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. THE

RECIPIENT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. THE UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES, DELIVERABLES, OR RESULTS.

8. LIMITATION OF LIABILITY.

EACH PARTY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL.

9. INDEMNIFICATION

Each Party shall indemnify, defend and hold the other party, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages (collectively, "Claims") arising out of the performance of this Agreement but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees. Each Party agrees to provide the other Party with prompt notice of any such claim or action and to permit the other Party to defend any claim or action, and to cooperate fully in such defense. Neither Party shall not settle nor shall consent to the entry of any judgment in any action, suit or proceeding without the consent of the other Party, and such consent not be unreasonably withheld, conditioned, or delayed.

10. INSURANCE

A. Recipient shall keep in full force and effect during the term of this Agreement, at Recipient's sole expense, insurance ("Insurance") as follows:

- i. Commercial Form General Liability Insurance or an equivalent funded program of self-insurance as follows:
 - a. Each Occurrence \$1,000,000
 - b. Products/Completed Operations \$1,000,000
 - c. Personal and Advertising Injury \$1,000,000
 - d. General Aggregate \$3,000,000
- ii. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of \$1,000,000 per occurrence.
- iii. Workers Compensation as required by applicable law.
- iv. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the University and the Recipient against other insurable risks relating to performance of this Agreement.
- iv. If the Insurance is written on a claims made form, it shall continue for three (3) years

following termination of this Agreement. The Insurance shall provide for a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement.

- v. University shall be named as an additional insured on the General Liability and Business Automobile insurance, in proportion to and to the extent of the negligent acts or omissions of Recipient or Recipient's officers, employees and agents.
- v. Within thirty (30) days of the execution of this Agreement, Recipient shall furnish University with a Certificate of Insurance evidencing compliance with the Insurance provisions of this Agreement and requiring 30 days advance written notice to the University of any modification, change, or cancellation with respect to the Insurance.
- vi. The Insurance shall be primary with respect to the University, its officers, agents, and employees, and any self-insurance maintained by the University shall be in excess of and non-contributory to the Insurance.
- vii. The Insurance coverages required shall not in any way limit the liability of the Recipient.

11. UNIVERSITY TRADEMARKS.

The Recipient shall not use the name of the University of California, any abbreviation thereof, any name of which "University of California" is a part, or any trademarks or logos of the University ("University Marks"), in any commercial context (including, without limitation, on products, in media (including websites), and in advertisements), or in cases when such use may imply an endorsement or sponsorship of the Organization, its products or services. All such uses of the University's name and trademarks must receive prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection, who can be reached at bcbp@berkeley.edu. At all times, the Partner agrees to comply with California Education Code Section 92000.

University Marks are and shall remain exclusively the property of the University. The Recipient shall not, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and the Recipient hereby expressly waives any right which it may have in University Marks. The Recipient recognizes the University's exclusive ownership of University Marks.

12. COPYRIGHT.

To the extent any of the Program materials delivered pursuant to the terms of this Agreement incorporate any of the University's preexisting copyrighted materials, the University hereby grants to Recipient the right to use such materials but only as incorporated in the Puente Program curriculum as delivered under this Agreement and only to the extent necessary to effect the delivery of such programs. The University shall own the copyright of any copyrightable materials developed in the performance of this Agreement. The University hereby grants to the Recipient a royalty-free, nonexclusive license to use all materials

delivered to Recipient under this Agreement solely as necessary to perform this Agreement. The Recipient may not use such materials for any other purpose without the prior written approval of the University. Any breach of this provision shall be deemed to be a material breach of this Agreement upon the occurrence of which the University may terminate this Agreement effective immediately without impairing any other rights or remedies available to the University under the law. All copies of such information in written, graphic or other tangible form shall be returned to University upon termination of this Agreement. All non-public information relating to the materials or the program shall be kept confidential by Recipient, shall be used only in performing hereunder, and may not be used for any other purposes without the prior written approval of CEP's Assistant Vice Chancellor.

13. USE OF PUENTE NAME.

It is hereby recognized that the use of the term "Puente Project" is to apply only to programs that have been authorized by the Puente Co-Executive Directors. The Recipient must advise the Co-Executive Directors or their designee of any planned proposals which solicit funds for the Puente program or any program which is modeled on Puente as soon as possible.

Any public announcements using a press release must receive prior authorization from the Puente Co-Executive Directors or their designee. Any publication produced by the Recipient, which includes a description of Puente, shall use either of the following descriptions, ad verbatim:

“The Puente Project is a national award-winning program that has helped tens of thousands of educationally disadvantaged students enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations. Begun in 1981, Puente combines accelerated instruction, intensive academic counseling, and community leadership opportunities.”

“The Puente Project helps to prepare educationally disadvantaged students for college admission and success through its combination of accelerated instruction, intensive academic counseling, and opportunities for community leadership. Puente is open to all students.”

If a more in-depth description (for example, a brief history of the program, numbers of students and sites served, etc.) or if a deviation from this standard description is requested, the Recipient will contact the Puente Statewide Office.

14. RELATIONSHIP OF THE PARTIES.

In the performance of this Agreement, the Parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one Party be considered the employees of the other Party for any purpose, including but not limited to workers' compensation purposes. Neither Party will have the right to obligate or bind the other in any manner whatsoever.

15. GOVERNING LAW.

This Agreement shall be governed by and interpreted according to the laws of the State of California,

without regard to its conflict of laws provisions.

16. COMPLIANCE WITH LAW.

Each Party shall comply with all applicable federal, state and local laws and regulations in connection with its activities pursuant to this Agreement.

17. FORCE MAJEURE.

If any Party fails to timely perform its obligations (other than payment obligations) under this Agreement because of natural disasters, labor disputes, strikes, actions of governmental authority, acts of terrorism or war, whether actual or threatened, judicial orders, epidemics, quarantine, public health or travel restrictions or other causes beyond the reasonable control of the Party obligated to perform, then that Party's performance will be excused for the duration of such force majeure event. In the event of force majeure, the Parties may agree to alternative methods of performance that mitigate the effect of force majeure, subject to mutual agreement as to the terms thereof (including the payment of additional amounts).

18. WAIVER

Any failure of either Party to enforce any of the terms or conditions of this Agreement shall not constitute a waiver and shall not affect or impair such terms or conditions in any way, nor shall it impair the right of such party to avail itself of such remedies as it may have available for any breach of this Agreement.

19. ASSIGNMENT

Partner may not assign this Agreement, or any part hereof, without the written consent of University, which consent or refusal to consent shall be in the absolute discretion of the University and may be granted or withheld without any reason given.

20. SEVERABILITY

In the event any portion of this Agreement is declared illegal, unenforceable, invalid or void by a court of competent jurisdiction. Such portion shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

21. INTEGRATION

This Agreement, including any and all exhibits, attachments, and appendices, constitutes the entire understanding and agreement between the parties as to all matters contained herein, and supersedes any and all prior agreements, representations and understandings of the parties.

22. COUNTERPARTS

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

23. AMENDMENT

This Agreement may be amended or modified only by mutual written agreement of the parties.

24. ATTORNEY FEES

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses incurred.

25. REPRESENTATIONS

University and Partner each represents that it has full authority to enter into and perform its obligations under this Agreement.

26. NOTICES.

The following staff are the contacts to resolve any issues arising through activities conducted under this agreement.

University/Puente Contacts:

Program Matters

Grace Ebron: Community College Director, Puente Project, (510) 846-6275, ebron@berkeley.edu

Fiscal and Contractual Matters

Synta Bogan: Finance Director, Center for Educational Partnerships, thepuenteproject@berkeley.edu

Recipient Contacts:

Program Matters

Name: Rebecca LaCount

Title: Puente Counselor

Email: Rebecca.LaCount@solano.edu

Fiscal and Contractual Matters

Name: _____

Title: _____

Email: _____

Notice pursuant to this Agreement shall be in writing to the above addresses or to such other address that either Party may, by written notice, later designate to the other. Notice shall be effective on the date sent by fax or e-mail or delivered personally, or three days after the date of deposit with the U.S. Postal Service, certified mail return receipt requested.

[signature page to follow]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

**SOLANO COUNTY COMMUNITY
COLLEGE DISTRICT**

**THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA**

Signature
Name:

Signature
Name:

Title:

Title:

Date:

Date:

EXHIBIT A

I. RESPONSIBILITIES OF THE RECIPIENT

A. TRAINING AND FIELD TRIP DAYS

1. Recipient shall offer a two-semester sequence of courses consisting of transfer English courses in the fall and spring semesters of 2021-22 and 2022-23 terms for designated Puente students who qualify using the English class assessment process for the Community College(s) and as outlined in the Puente Community College Program Implementation Guidelines. Recipient shall also offer co-requisite course(s) at its discretion.
2. Recipient shall provide services including teaching, counseling, and mentoring components to first-year Puente students, and counseling and follow-up services until the student transfers to a four-year college or leaves the Recipient.
3. Recipient agrees to release counselor(s) and instructor(s) to attend all required Puente training sessions and to take students on field trips to colleges and cultural events. New team members selected for Puente are required to participate in the Puente Summer Institute (PSI), a week-long residential, foundational training held in the summer.
4. Recipient agrees to schedule each semester a Puente-linked Personal Development/Guidance (PD) course taught by the Puente counselor.

B. PROGRAMMATIC REPORTING REQUIREMENTS

Recipient will provide student and college data necessary to determine the impact of Puente. Data collected include, but are not limited to: student information forms, student activities surveys, official grades for each term, student update forms, and statistics regarding the college's ethnic breakdown, retention/graduation rates, and transfer rates. Students will also participate in interviews, complete questionnaires, and/or complete other assessment instruments necessary to determine the outcome of Puente. In no case will data be collected which identifies individual students without a release form signed by the student.

Data Collection Schedule: Because Puente staff coordinates data collection and reporting for both college and high school Puente programs, it is critical that the due dates be observed. Data is collected each year from the Puente Counselor or Puente English Instructor, and submitted to the Puente Statewide Office as designated below:

FALL TERM:

<u>Item</u>	<u>Due Date</u>
Student Online Registration	Oct 2021, 2022
Official Grade Sheet	End of term

C. STAFFING

Recipient shall select and hire the following staff:

1. A **full-time Writing Instructor** assigned 25% to the Puente Program and whose schedule enables them to serve as a full team participant. The Writing Instructor shall be assigned to the Puente class and shall also receive reassigned time equal to a composition class for Puente co-ordination. Puente program coordinators should not coordinate or manage another major program assignment.

2. A **full-time Counselor** assigned 50% to the Puente program. Puente program coordinators should not coordinate or manage another major program assignment.
3. **Clerical assistance** for Puente of at least 10 hours a week.

In order to assure that students receive continuity of program services, temporary, part-time, or hourly counselors or writing instructors will not be approved.

Faculty will be selected according to criteria in the Puente Community College guidelines. Recipient maintains final selection discretion.

Any changes in Recipient's teaching or counseling staff must be discussed in advance with the Puente Community College Director or their designee. Personnel changes or additions made without prior consultation may result in the Recipient paying for the cost of training the replacement staff. This cost is \$3,400 per person.

Recipient shall consult with the Puente Community College Director or their designee if any additional staff (reading and math instructors, tutorial or mentoring personnel) will be working with the Puente Project.

D. OFFICE AND ADMINISTRATIVE SUPPORT

Recipient shall provide office and administrative support in accordance with the following:

1. Recipient shall contribute from its own resources at least \$7,000 for each year that this agreement is in effect. Funds may be used for student field trips, trips to universities, participation in the annual student motivational conference, mentor, academic and cultural activities, food, office supplies, books and curriculum materials.
2. Recipient is responsible for providing office space in the counseling department area for the counselor, including access to a computer terminal for scheduling and counseling students. Office and equipment shall be provided by the beginning of the first day of instruction.
3. Recipient agrees to provide office space and access to a computer terminal for clerical assistance. Office and equipment shall be provided by the first day of instruction.
4. Recipient is responsible for providing access to long distance and fax telephone and email services for the counselor, instructor, and person(s) providing clerical assistance to support the Puente program.
5. Recipient shall provide direct administrative oversight of the Puente administrative/program operational funds, and agrees to provide to the Puente on-site team access and authority to spend stated funds. The Recipient share of the Puente operating costs shall be in place by September 15 for each fiscal year.

EXHIBIT B

I. RESPONSIBILITIES OF PUENTE

A. TRAINING

Puente will provide the following staff development programs at no cost to Recipient:

1. Puente Summer Institute: Initial mandatory training (week-long, residential) for new counselors and writing instructors selected to participate in Puente. Training program will include instruction on improving student writing, incorporating literature focusing on the Latinx experience, as well as other multicultural literature; effective counseling strategies; incorporating mentoring into the curriculum; working as a team to establish and implement the program; and program accountability.
2. Ongoing training for instructors, counselors and mentor coordinators (where applicable) participating in Puente, consisting of at least two regional or statewide training sessions and area network meetings annually as needed.
3. Ongoing support and resources for training.
4. Ongoing support provided by Puente statewide office staff through site visitations, telephone and email consultations.
5. Instructor and counselor resource materials and mentor recruitment materials.

B. ASSESSMENT

Puente will provide ongoing program assessment, including student outcome data analysis, statewide and local site assessment, data collection and reports, provided that the site teams and district office deliver student data.

C. CONDITIONS AFFECTING PERFORMANCE CLAUSE

Each Party recognizes, understands and acknowledges that the Parties' performance of the terms of this Agreement may be affected by the COVID-19 pandemic and its international, national, local and institutional legal, regulatory, policy and practical restrictions, limitations, implications and eventualities (collectively, the "COVID-19 Considerations"), and that cancellation or postponement may be required. Neither party will have liability to the other for delays or inability to perform their obligations (other than payment obligations) to the extent caused by the COVID- 19 pandemic or compliance with the COVID-19 Considerations. The Parties agree that they may need to address such restrictions, limitations, implications and eventualities, and may settle on alternative methods of performance, subject to mutual agreement as to the terms thereof.

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

TO: **Members of the Governing Board**

SUBJECT: **Childcare Center Partnership Contract**

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, 2021 and ends July 31, 2022. Both parties exercise the option to renew this contract on an annual basis for a period of five years through August 2024.

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>	<i>N/A</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Shannon C. Cooper, Psy.D.
Vice President, Student Services

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

Shannon C. Cooper Psy.D.

VICE PRESIDENT APPROVAL

August 2, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 18, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



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, 2021 through July 31, 2022. The enrollment date for children, whereupon invoicing can begin is August 2, 2021. 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.
 - Provide parent engagement opportunities for families, including promoting Triple P parenting education events at Child Start.
 - Work with Child Start staff to complete family orientation process to help explain Head Start services to families.
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 10th 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, the cost of space donated for the use of these services and/or costs related to staffing.
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 and/or purchasing materials 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.

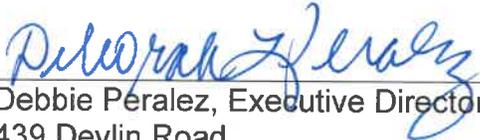
- 6. Controlling Status: Attached hereto as Exhibit A and incorporated herein by reference are the additional Assurances governing contracts between the Provider and Child Start. The Parties to this Agreement shall abide by all of the terms and conditions set forth in the Assurances. Additionally, each 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, 2021 and shall remain in force until July 31, 2022.

APPROVED BY:
Child Start Incorporated

APPROVED BY:
Solano Community College



Debbie Peralez, Executive Director
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Napa, CA 94558
P: 707-252-8931 ext. 2849
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Celia Esposito-Noy, Superintendent President
4000 Suisun Valley Road,
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P: 707-864-7120
E: celia.esposito-noy@solano.edu

Date: 7/29/21

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	\$529.48	\$385.25
Solano County	\$529.48	\$380.99

Table 2: Monthly Rate for Children without Child Care Subsidies

County	EHS-CCP	Head Start
Napa County (0 to 24 months)	\$1,844.48	\$0.00
Napa County (2 through 5 years)	\$1,414.16	\$1,342.06
Solano County (0 to 24 months)	\$1,671.16	\$0.00
Solano County (2 through 5 years)	\$1,238.63	\$1,164.39

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

County	Children without Subsidies	Children with Subsidies
Napa County (0 to 24 months)	\$96.42	\$24.06
Napa County (2 through 5 years)	\$70.99	\$17.51
Solano County (0 to 24 months)	\$84.75	\$24.06
Solano County (2 through 5 years)	\$60.00	\$17.32

*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**

Contract Duration After Facility Upgrade	Repayment Percentage
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: DISCUSSION ON VACCINE MANDATES

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

A discussion regarding vaccine mandates.

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

(707) 864-7299

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

August 7, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

August 18, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**