

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

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

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**EMPLOYMENT 2021-2022**

**Regular Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Mary Estrada	Early Learning Center Assistant	12/02/2021
Haylee Jackson Barajas	Administrative Assistant IV (10-Month) - School of Mathematics and Science	12/02/2021
Parichat "Mint" Calderon	Early Learning Center Food Program Assistant	12/02/2021

**Change in Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Kayla Kaywood	From Administrative Assistant IV (10-Month)-Math and Science to Administrative Assistant IV-Liberal Arts	11/11/2021

**Temporary Change in Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Shannon Beckham	From Controller to Director of Fiscal Services	01/01/22 – 03/31/22

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**Salvatore Abbate**  
Human Resources

November 19, 2021

**Date Submitted**

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

December 1, 2021

**Date Approved**

**Reclassification**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Zyra Larot	From Financial Aid Specialist to Financial Aid Analyst (Updated)	11/01/2021

**District Resignation**

<b><u>Name</u></b>	<b><u>Assignment &amp; Years of Service</u></b>	<b><u>Effective</u></b>
Karen Lowe	Adjunct English Instructor 13 years of service at SCC	12/18/2021

**Short-Term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Rhuenette Alums	Academic Senator – Business Faculty	General Fund	08/12/21 – 05-16/22	\$1,000.00 (Stipend)
Janelle Barrera	Special Projects- Applied Music-Flute Instruction	General Fund	10/21/21- -12/10/21	\$50.00/hr. (updated)
Max Baluyev	Special Projects- Applied Music-Violin Instruction	General Fund	10/21/21 – 12/10/21	\$50.00/hr. (updated)
Alicia Burton	Student Services Generalist	SEA Program	12/02/21 - 6/30/21	\$18.10/hr.
Leslie Gutierrez Rodriguez	EMT- Journey Level Assistant	General Fund	11/04/21 - 1/7/22 (updated)	\$25.00/hr.
Esmeralda Liberato	Student Services Generalist	SEA Program	12/2/21 – 6/30/22	\$18.10/hr.
Allen Sigl	Assistant Coach - Softball	General Fund	12/2/21 – 5/30/22	\$21.00/hr.
Angela Umagat	Accounting Clerk	General Fund	12/02/21 – 5/20/22	\$17.33/hr.
Andrew Wesley	Academic Senator – Business Faculty	General Fund	08/12/21 – 05-16/22	\$1,000.00 (Stipend)

**AGENDA ITEM** 10.(c)  
**MEETING DATE** December 1, 2021

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

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

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**PERSONAL SERVICES AGREEMENTS**

**Human Resources  
Salvatore Abbate, Manager.**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Kenya S. Sullivan, LCSW	Increase original PSA amount due to additional services provided. PSA to be increased by \$1,500 for a combined total of \$4,000.	July 1, 2021- November 30, 2021	Not to exceed \$1,500.00

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

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Dr. Frank Harris III	Convocation keynote speaker for Spring 2022.	January 14, 2022- January 14, 2022	Not to exceed \$5,000.00

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**Susan Wheet**  
Vice President, Finance & Administration

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

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November 18, 2021  
**Date Submitted**

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December 1, 2021  
**Date Approved**

**AGENDA ITEM** 10.(c)  
**MEETING DATE** December 1, 2021

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

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

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**PERSONAL SERVICES AGREEMENTS**

**Finance and Administration**  
**Susan Wheat, Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
William Vancil dba/Desert Information Services	The work will be completed under the direction of the project manager. Desert Information Systems will advise, assist or install at the discretion of the project manager. Desert Information System with complete. 1. General Banner DBA work Assist t client with DBA as needed. 2. Deliverables: Status reports where appropriate, knowledge transfer where appropriate. 3. Period of performance: Open. 4. SCC project manager: James Calilan. 5. Physical location: Work done remotely & on site when required & negotiated previously with Desert Information Services.	November 15, 2021- June 30, 2022	Not to exceed \$8,000.00

*Continued on next page*

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

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**SUBJECT: CONSENT CALENDAR – FINANCE & ADMINISTRATION**  
**REQUESTED ACTION: APPROVAL**

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**PERSONAL SERVICES AGREEMENTS**

**Finance and Administration**  
**Susan Wheat, Vice President**

*Continued from previous page*

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
William Vancil dba/Desert Information Services	6. Vendor will provide office, computers, supplies when working remotely. 7. Payment: \$100 per hour for 80-person hours (Additional hours by agreement). 8. Payment terms: Vendor will invoice SCC monthly in arrears. 9. Employee-vendor relationship: Vendor is not related to, and has no past/current affiliation with, any SCC employee. 10. Travel & Expenses: If travel is required, SCC will reimburse Desert Information Services for reasonable travel expenses. Details to be negotiated if and when travel is required.	November 15, 2021- June 30, 2022	Not to exceed \$8,000.00

**AGENDA ITEM** 10.(c)  
**MEETING DATE** December 1, 2021

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

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

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**PERSONAL SERVICES AGREEMENTS**

**Finance and Administration**  
**Susan Wheat, Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Dr. Janessa Price dba/Interpreting and Consulting Services, Inc.	Increase original PSA amount due to additional services provided. PSA to be increased by \$52,500 for a combined PSA total of \$82,500 to be split into three purchase orders. Funds breakdown: \$30,000 general funds for students, \$50,000 categorical funds for students & \$2,500 general funds for Human Resources Department.	July 1, 2021- June 30, 2022	Not to exceed \$52,500.00

AGENDA ITEM 12.(a)  
MEETING DATE December 1, 2021

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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTION NO. 21/22-13 FINDINGS OF THE BOARD OF TRUSTEES OF THE SOLANO COMMUNITY COLLEGE DISTRICT OF CONTINUED EMERGENCY**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

The state of emergency continues to directly impact the ability of the members to meet safely in person. Approval of Resolution No. 21/22-12 is requested.

**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

December 1, 2021

**VICE PRESIDENT APPROVAL**

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

November 22, 2021

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**RESOLUTION NO. 21/22-13  
FINDINGS OF THE BOARD OF TRUSTEES OF THE  
SOLANO COMMUNITY COLLEGE DISTRICT  
OF CONTINUED EMERGENCY**

The Board of Trustees of Solano Community College District have reconsidered the circumstances of the state of emergency originally declared on March 18, 2020, and found that:

- (1) The state of emergency continues to directly impact the ability of the members to meet safely in person.

**APPROVED, PASSED AND ADOPTED** by majority vote of the Board of Trustees of the Solano Community College District of Solano County, State of California, this **1st day of December** by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

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Denis Honeychurch, J.D., President of the  
Governing Board of the Solano Community  
College District

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

**TO: Members of the Governing Board**

**SUBJECT: PUBLIC HEARING OF SOLANO COMMUNITY COLLEGE  
DISTRICT REDISTRICTING – EDUCATION AND INITIAL  
DIRECTION**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Mr. Michael Wagaman, Wagaman Strategies, will present the education and initial direction of redistricting.

**STUDENT SUCCESS IMPACT:**

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

*Ed. Code: 5000                      Board Policy: BP1008                      Estimated Fiscal Impact: N/A*

**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**

November 23, 2021

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

December 1, 2021

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



# Redistricting

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Solano Community College  
Education and Initial Direction

# Actions Requested

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- Conduct public hearings to receive input
- Provide direction on the composition of trustee areas
- Request any additional information needed to facilitate future discussion

# Timeline

Hearing	Purpose	Date
1	<ul style="list-style-type: none"><li>• Education</li><li>• Initial direction</li></ul>	December 1
2	<ul style="list-style-type: none"><li>• Review plans (public &amp; draft)</li><li>• Provide additional direction</li></ul>	January 19
3	<ul style="list-style-type: none"><li>• Review plans (revised)</li><li>• Further revise plans if necessary</li><li>• Adopt final plan</li></ul>	February 2

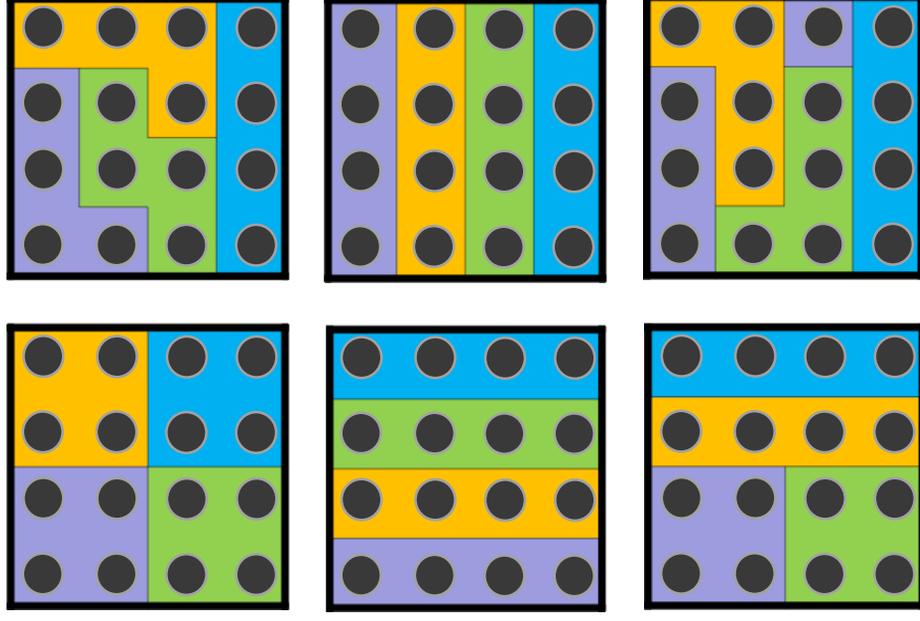
# What is Redistricting?

Trustees elected from areas

Populations shift over time

Redistricting the act of  
redrawing those lines

How those lines are drawn  
affects how people are  
represented



# Why Redistrict?

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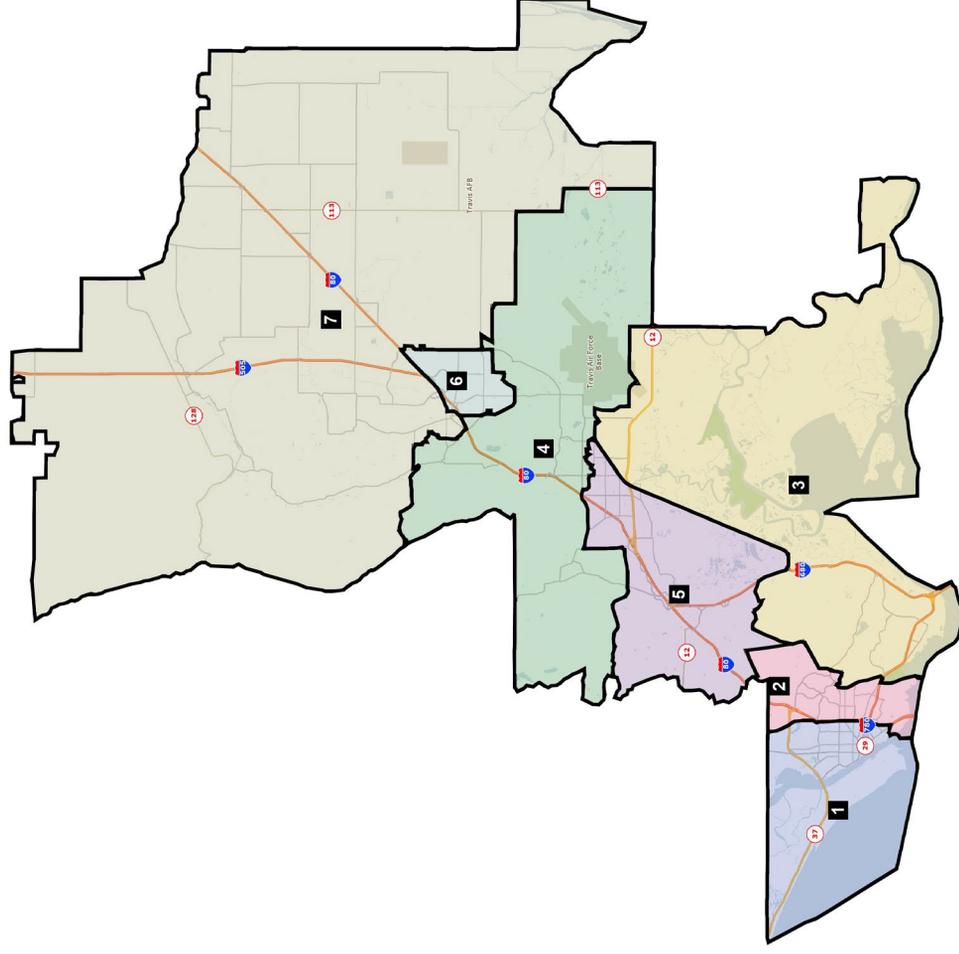
**New Data:** Census conducted every ten years

**Evolving Rules:** Federal/state law continue to change. Both through legislation and the courts

**Public Input:** Communities change over time. New opportunities to engage public

# Current Lines

#	Population <sup>^</sup>	
	Total	Deviation
1	65,130	+1.1%
2	59,340	-7.9%
3	62,575	-2.9%
4	72,065	+11.9%
5	66,315	+2.9%
6	59,017	-8.4%
7	66,526	+3.3%
<b>Total</b>	<b>450,968</b>	
<b>Ideal</b>	<b>64,424</b>	



<sup>^</sup> 2020 Census Redistricting Data.

+ Boundaries adjusted to conform to 2020 Census geography when necessary



# Current Lines

#	Population <sup>^</sup>		Citizen Voting Age Population <sup>+</sup>				
	Total	Deviation	Total	Latino <sup>*</sup>	Asian <sup>*</sup>	Black <sup>*</sup>	NH-White
1	65,130	+1.1%	41,245	22.7%	17.5%	25.6%	30.7%
2	59,340	-7.9%	43,104	15.6%	29.5%	20.1%	30.8%
3	62,575	-2.9%	45,814	14.2%	19.4%	13.8%	49.4%
4	72,065	+11.9%	48,270	16.3%	17.7%	16.6%	45.2%
5	66,315	+2.9%	40,303	23.8%	15.4%	17.7%	39.1%
6	59,017	-8.4%	43,634	18.9%	6.8%	15.8%	55.3%
7	66,526	+3.3%	43,758	26.3%	6.5%	4.2%	60.5%
Total	450,968		306,128	19.5%	16.2%	16.1%	44.7%
Ideal	64,424						

<sup>^</sup> 2020 Census Redistricting Data.

<sup>+</sup> Adjusted 2015-2019 American Community Survey Special Tabulation

<sup>\*</sup> Calculated pursuant to OMB BULLETIN NO. 00-02

# Relevant Laws

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U.S. Constitution

Federal Voting Rights Act

State Constitution and Code

Case Law

# Equal Population

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**Equal Population:** "As nearly as may be"

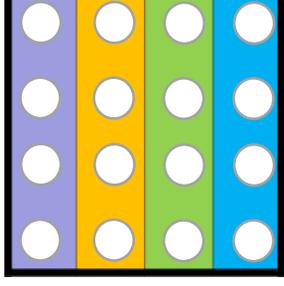
Exact: no. Good faith: yes

**Deviation:** Difference between actual & ideal size

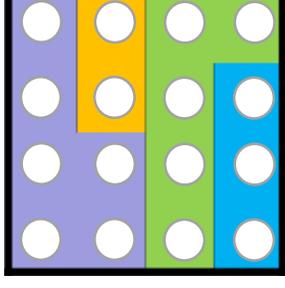
10% no longer clear "safe harbor"

Option to use adjusted data for incarcerated populations

Equal



Not



# 14<sup>th</sup> Amendment & Voting Rights Act

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**Race:** Must not be the “predominant” factor

Can consider along with traditional, race-neutral, criteria

Traditional criteria must not be subordinate

**Vote Dilution:** Avoid depriving minority voters of an equal opportunity to elect a candidate of their choice

Discriminatory intent not required, only effect

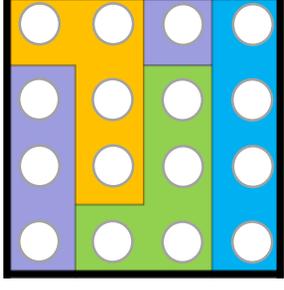
Does not appear to be applicable to Solano Community College redistricting

# Traditional Criteria

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**Contiguity:** All parts should be connected

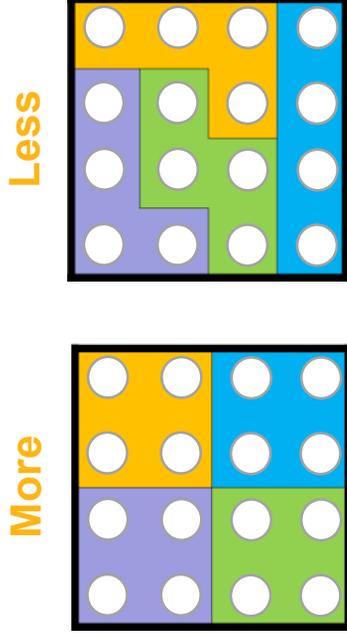
**Non-Contiguous**



# Traditional Criteria

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**Compactness:** Be aware of shape and appearance



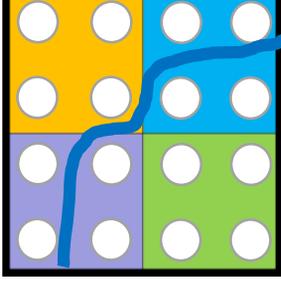
# Traditional Criteria

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**Topography and Geography:**  
Natural and man-made barriers  
and boundaries

Not always compact

Compact, But...



# Traditional Criteria

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## **Community of Interest:**

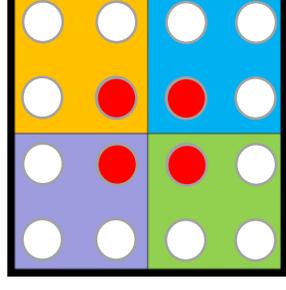
Sharing common interests.

Bringing like people together for representation

Minimize splits of communities of interest into different trustee areas

Law generally does not limit the kinds of interests that may bind a community

Split Community



# Traditional Criteria

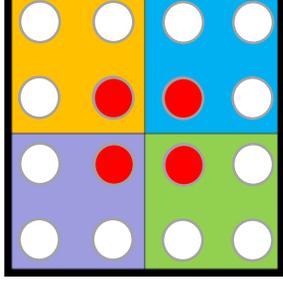
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**COI Examples:** Common assets like schools and shopping areas, housing, culture and language, and employment

Can consider existing data such as city planning information

No definitive dataset

Split Community



# Things to Remember

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**Strive for population equality.** Be prepared to justify deviations

**Do not use race as the predominant factor.** Only as one of many factors and cannot subordinate other redistricting criteria

**Focus on traditional criteria.** Draw compact, contiguous areas, making use of existing topography and geography, while respecting communities of interest

# Census Data

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**Census:** Conducted every ten years.

**ACS:** Monthly sample averaged over five years

Purpose is to count every person

Purpose to estimate a more detailed demographics

Used to determine if populations are equal

Used to determine compliance with Voting Rights Act.

Reported by census blocks

Reported primarily by census block groups or tracts

But California breaks down CVAP data to census block

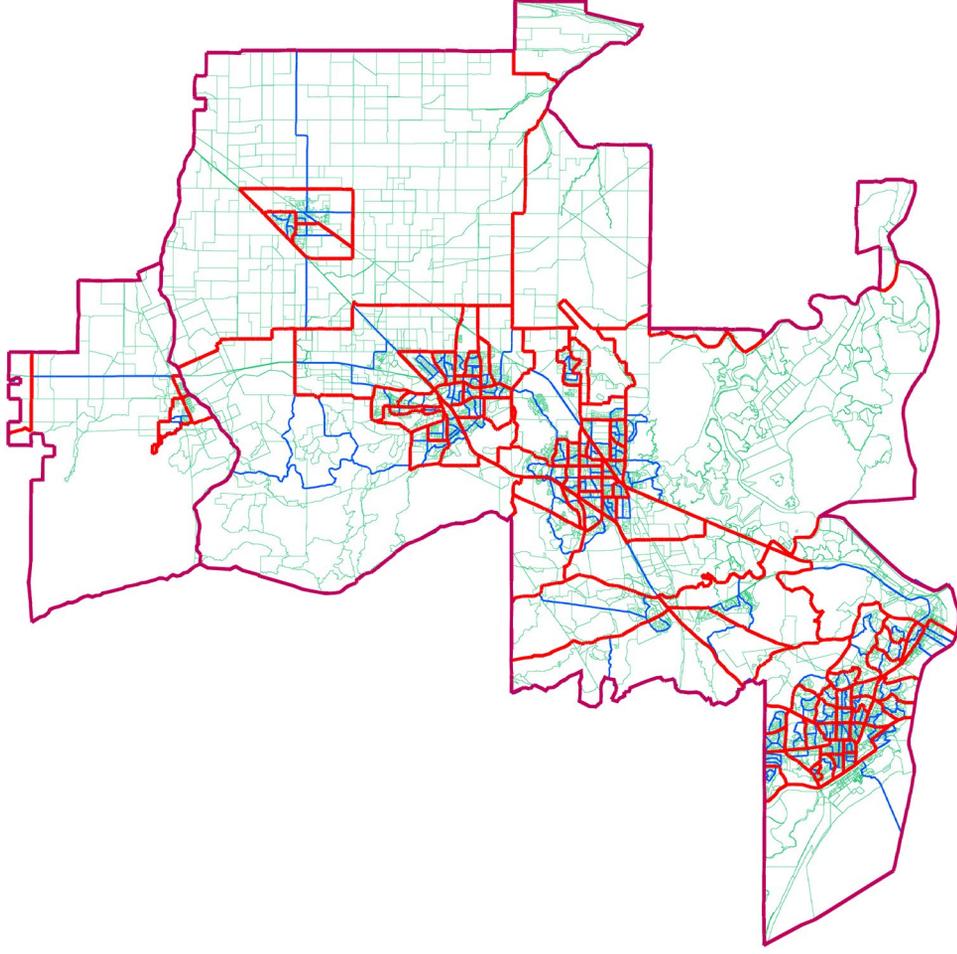
# Census Geography

Type	#	Average Pop
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Block 6,562 10

Block Group 302 213

Tract 105 614



# Slice Geography

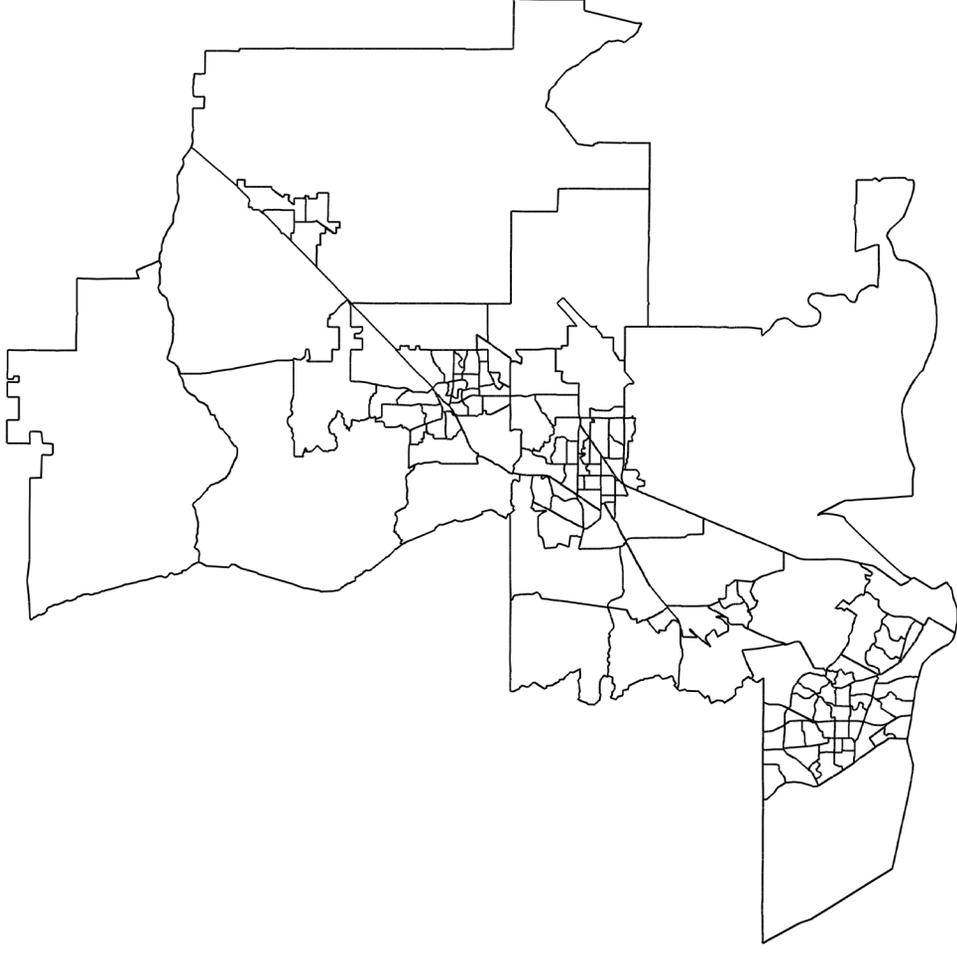
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Type	#	Average Pop
------	---	-------------

Slice	138	467
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**Slices:** Combination of census block groups, understandable boundaries, and existing plan

Used to allow for public redistricting plans



# Public Input

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## **Communities of Interest:**

- Where is it located?
- What is the mutual interest of the community?
- Why should it be kept together?

Printable worksheet

## **Plans:**

Worksheet and interactive excel using slices

Basic demographics, PDF, interactive map, and GIS files produced for all plans

# Two Phases

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## **Phase I:** Before draft plans:

- December 1

Input on communities of interest, existing lines, and potential changes

## **Phase II:** After first draft plans

- January 19
- February 2

Chance for feedback, suggested revisions, and alternate plans.

Final plans must be adopted by February 28

# Resources

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## Webpage

- <https://welcome.solano.edu/>

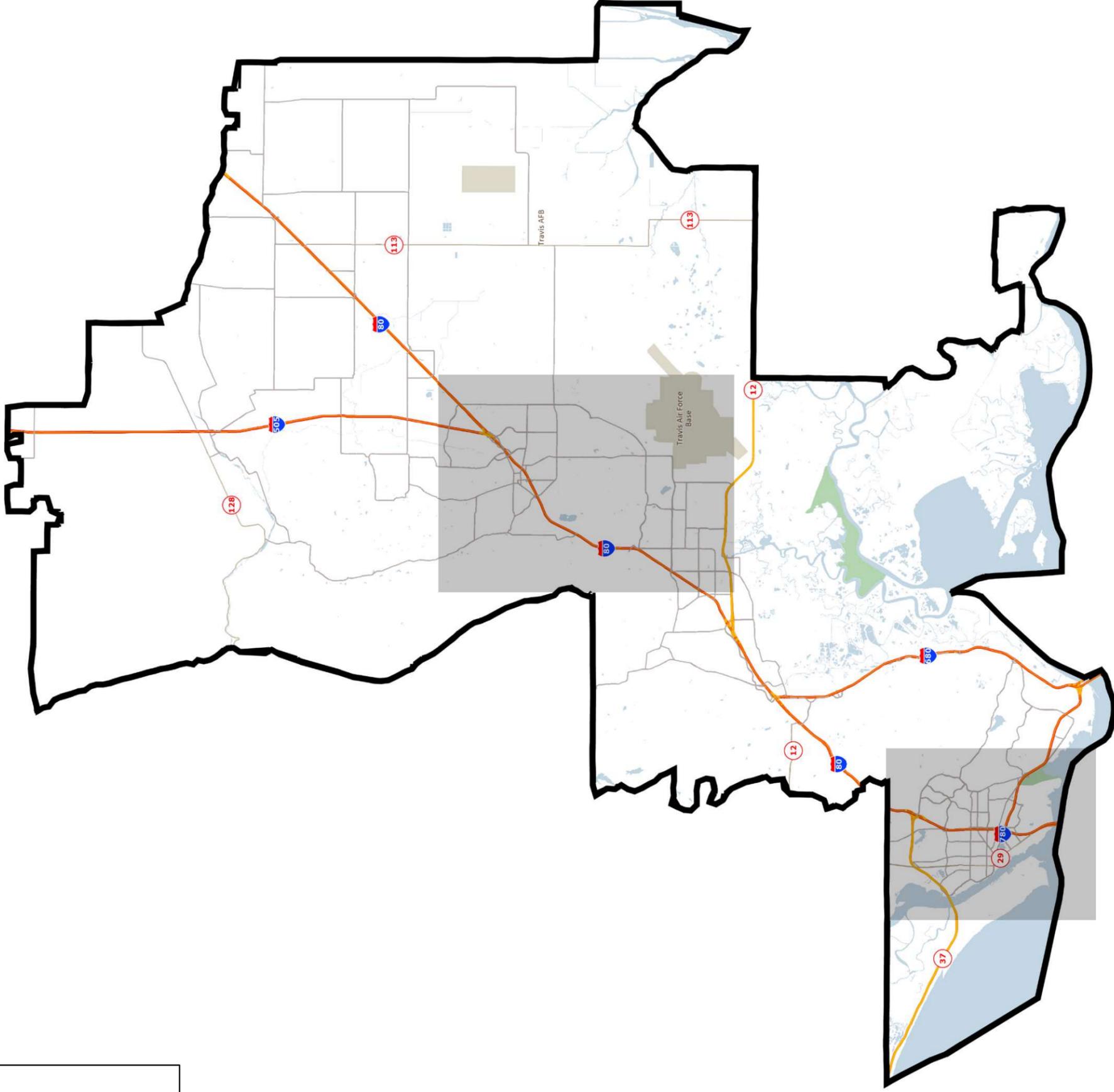
## Email

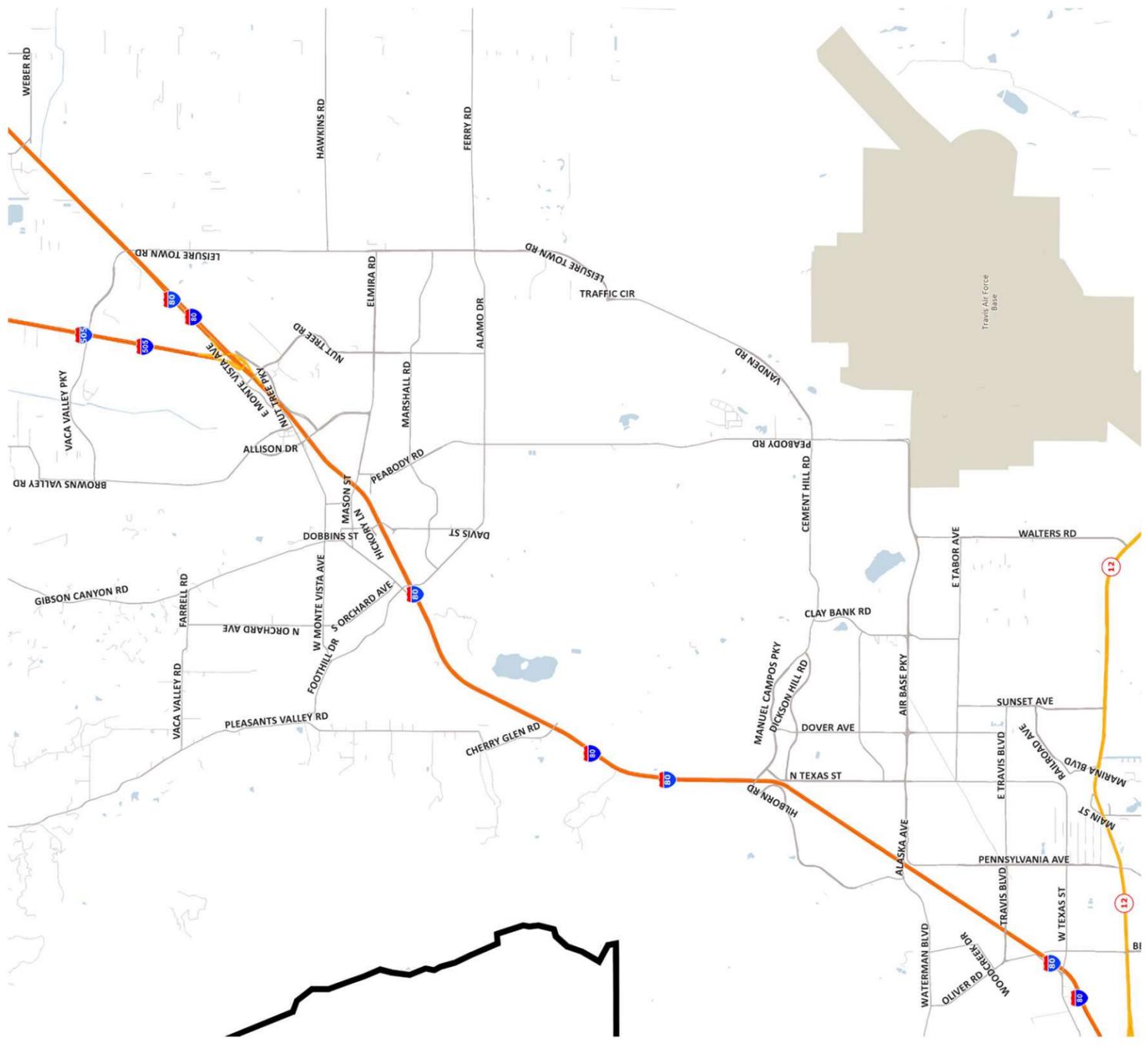
- Redistricting2021@solano.edu



# Baseline Geography

Prepared by  
**WAGAMAN STRATEGIES**



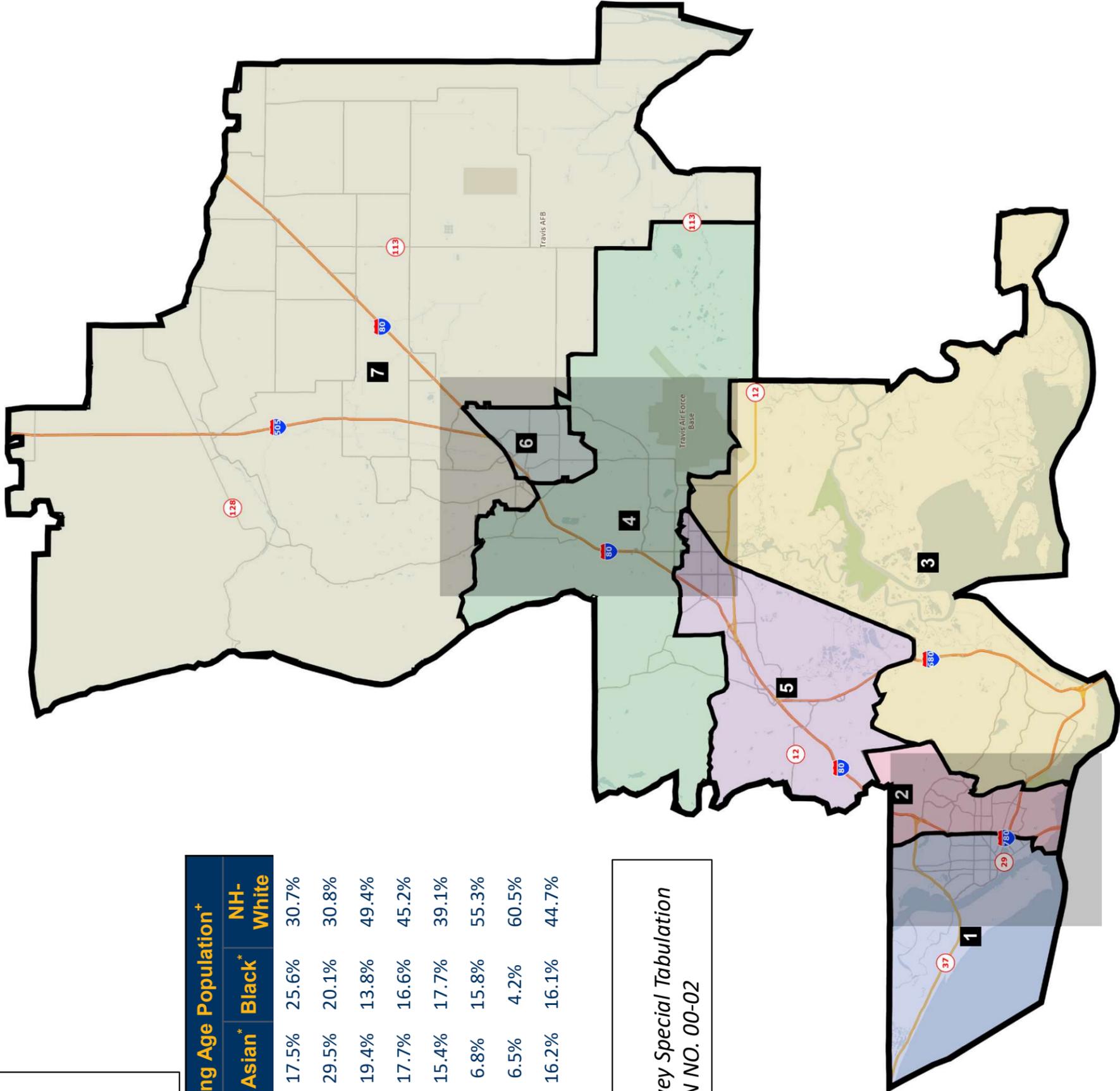


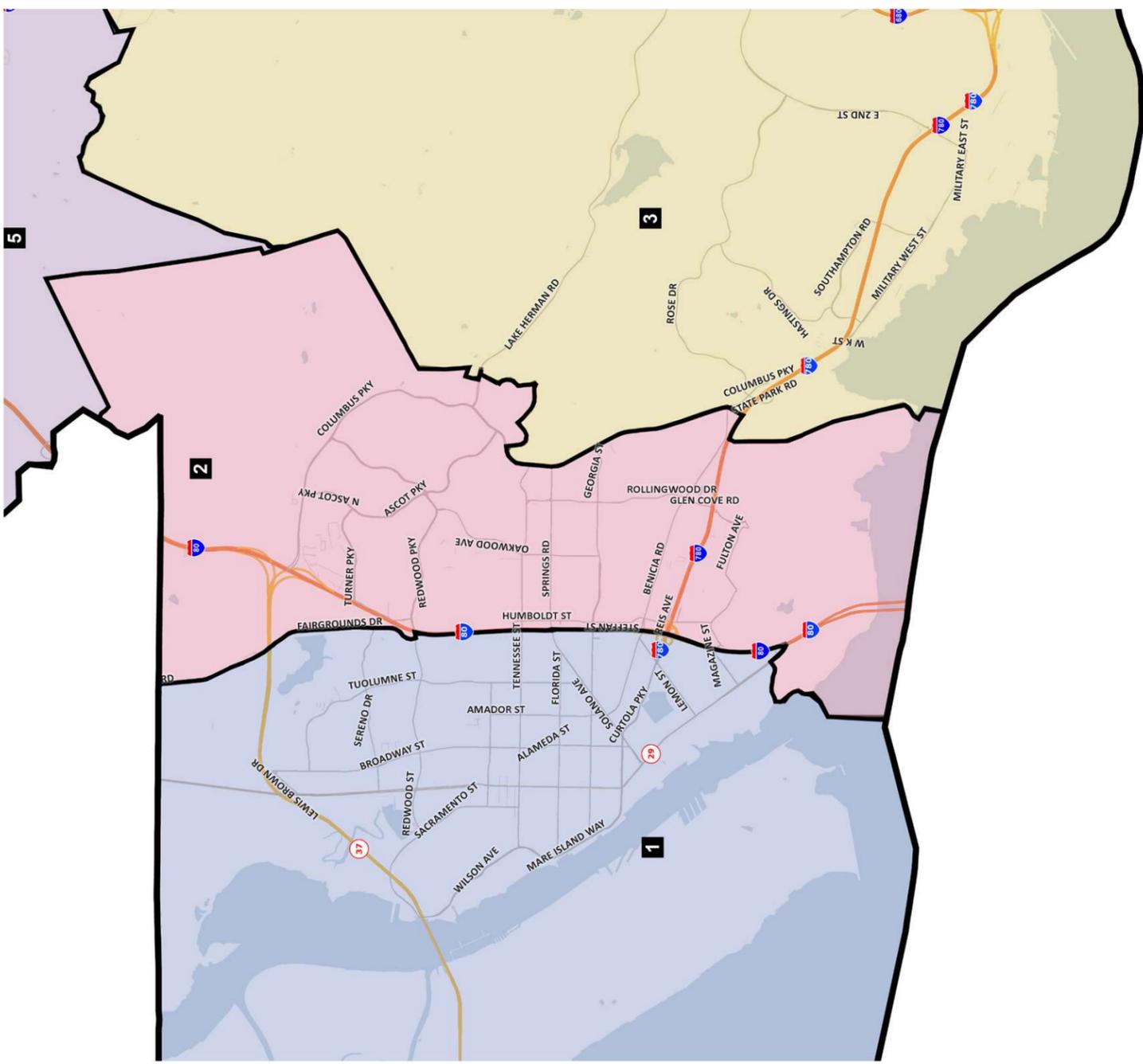
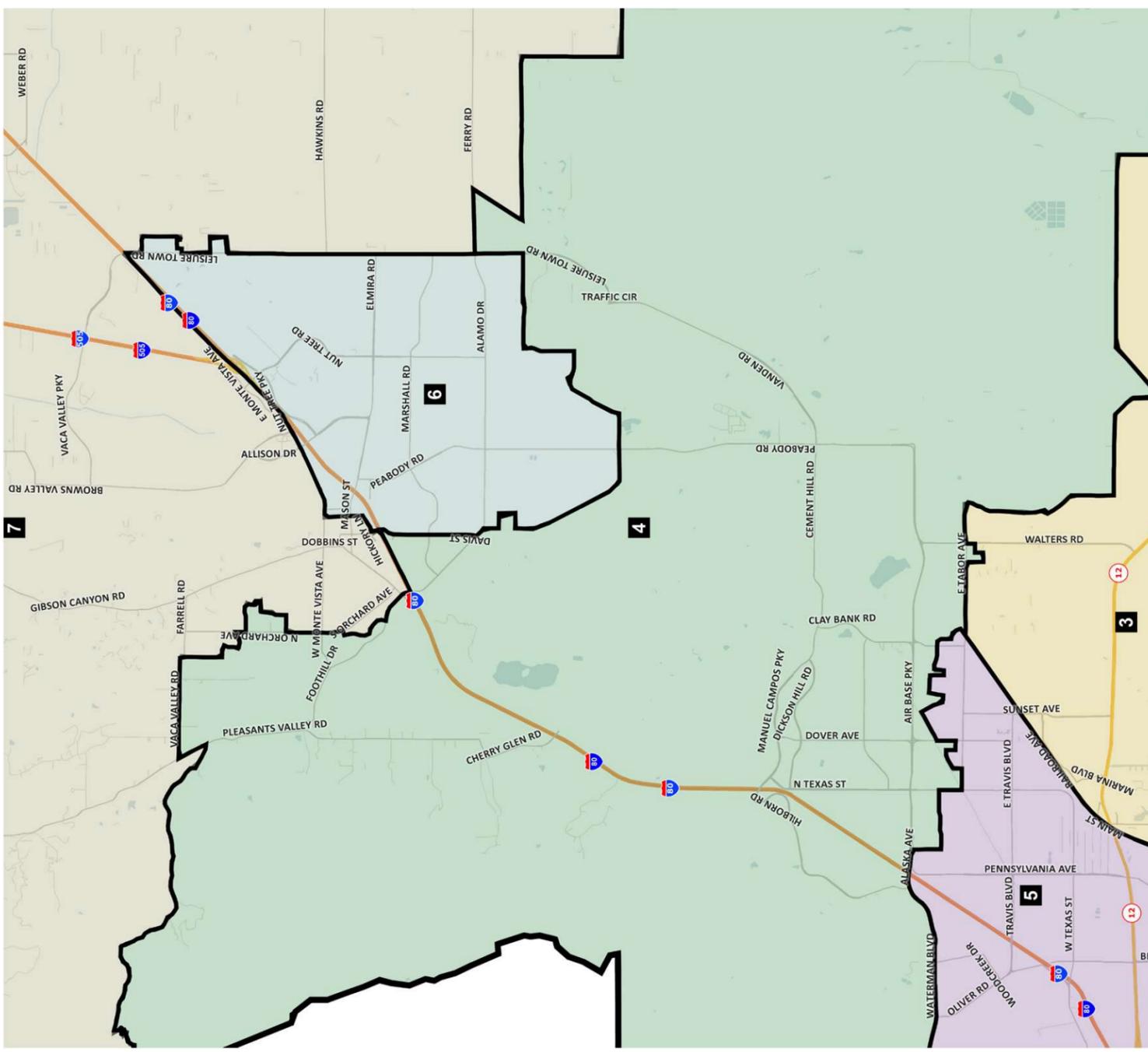


## Current Districts

#	Population <sup>^</sup>		Citizen Voting Age Population <sup>+</sup>				
	Total	Deviation	Total	Latino*	Asian*	Black*	NH-White
1	65,130	+1.1%	41,245	22.7%	17.5%	25.6%	30.7%
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Total	450,968		306,128	19.5%	16.2%	16.1%	44.7%
Ideal	64,424						

<sup>^</sup> 2020 Census Redistricting Data.  
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<sup>\*</sup> Calculated pursuant to OMB BULLETIN NO. 00-02

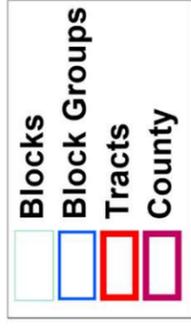
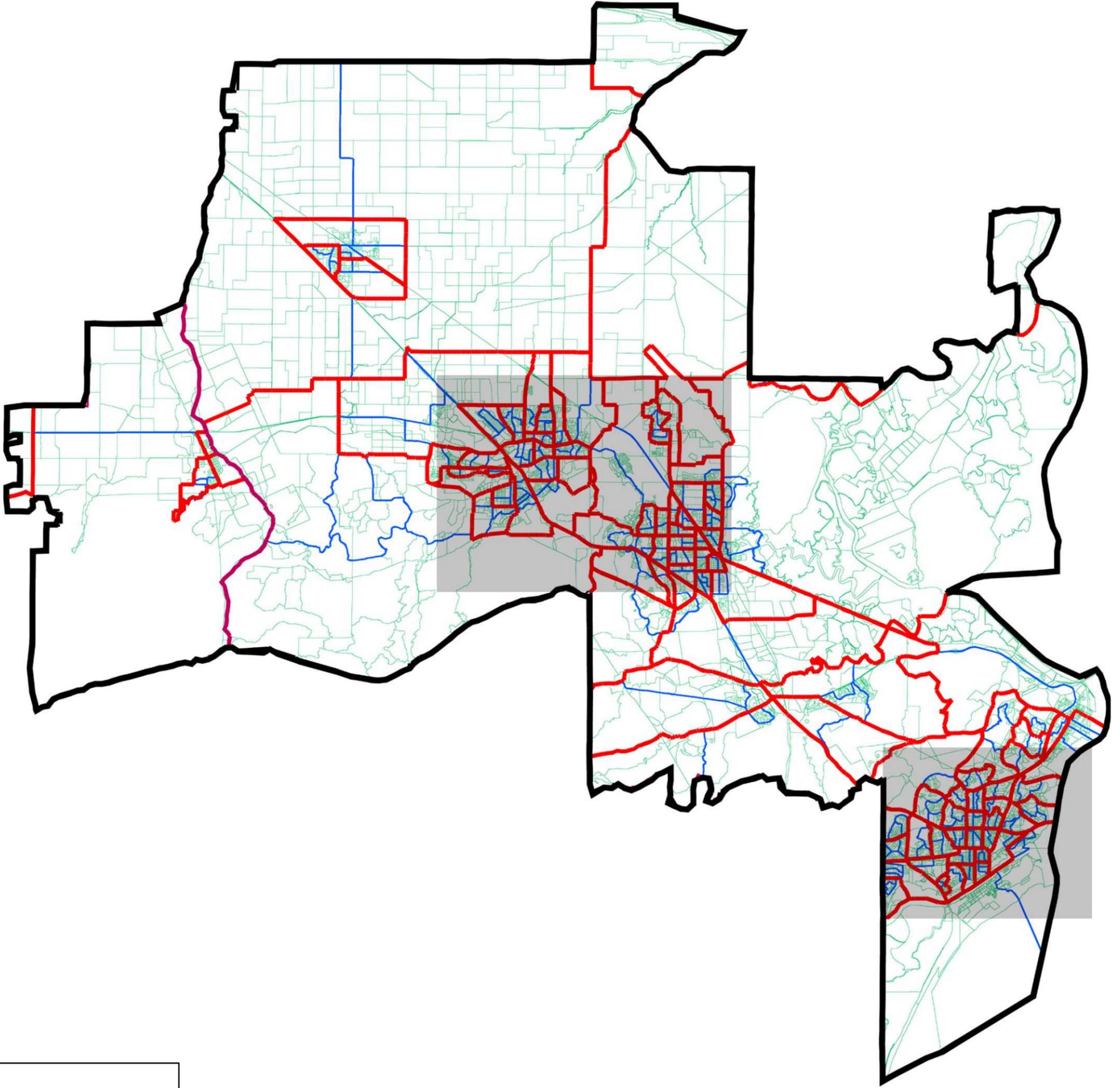






# Census Geography

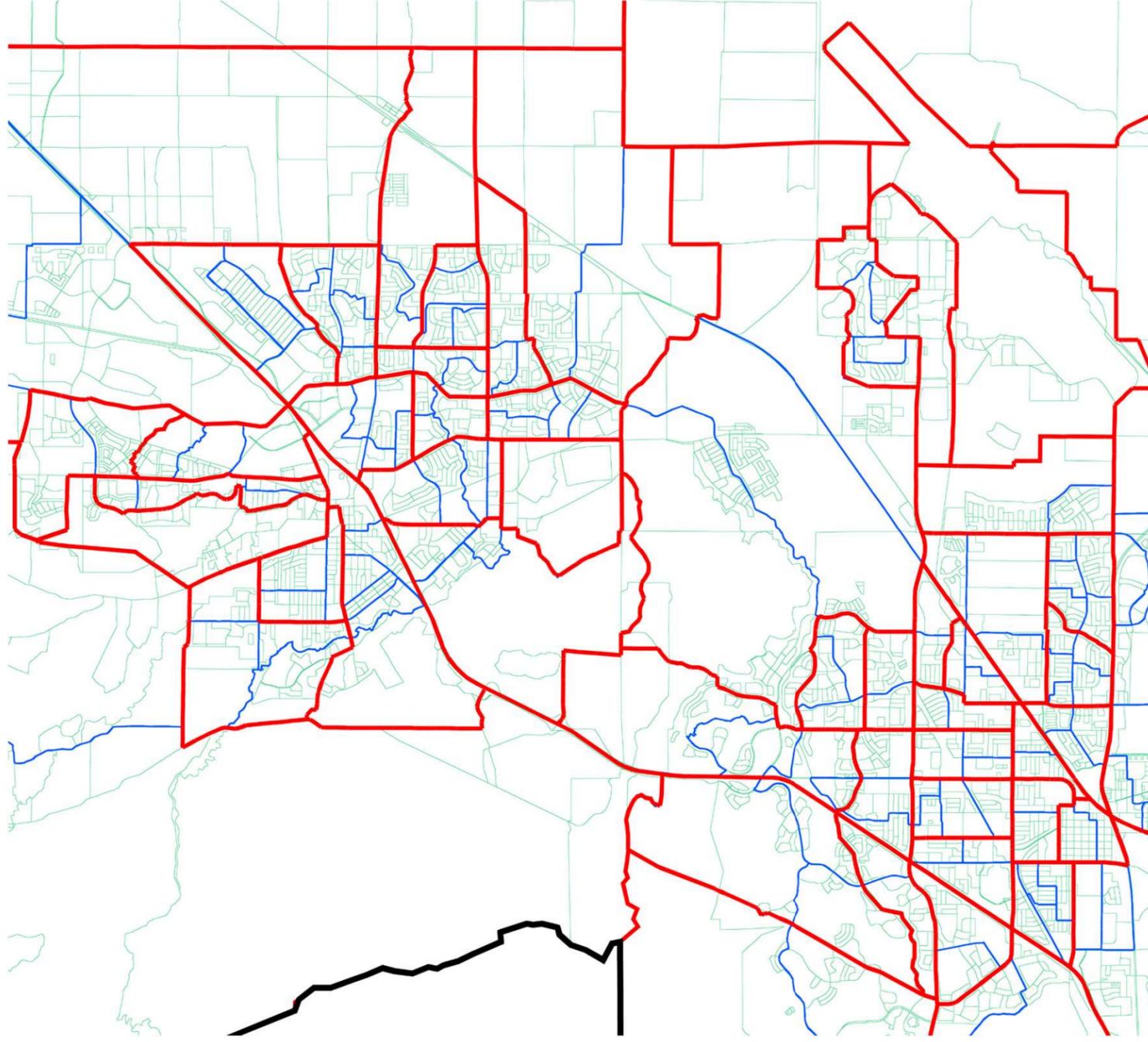
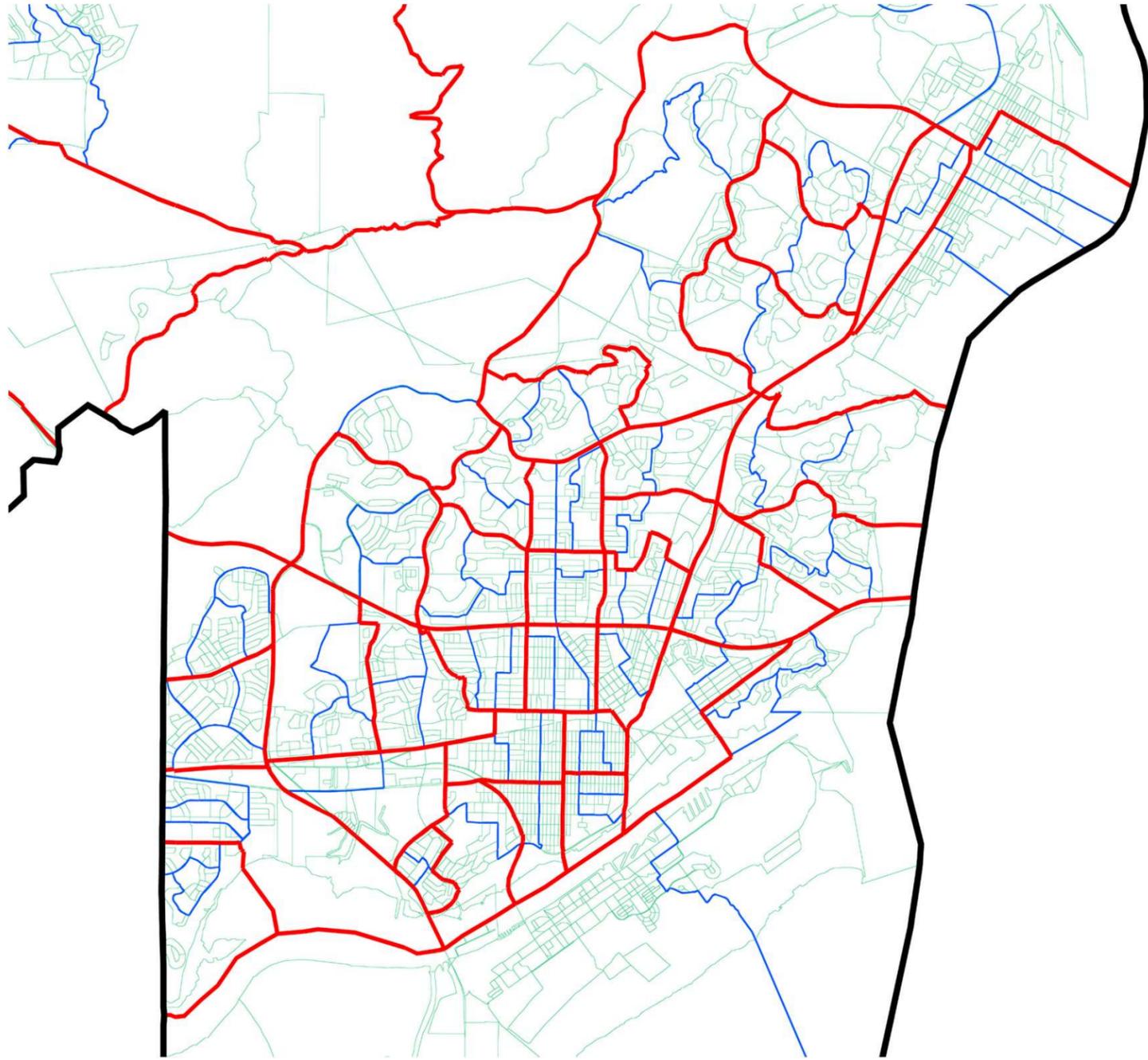
Prepared by  
**WAGAMAN**  
**STRATEGIES**





Census Geography  
(Zooms)

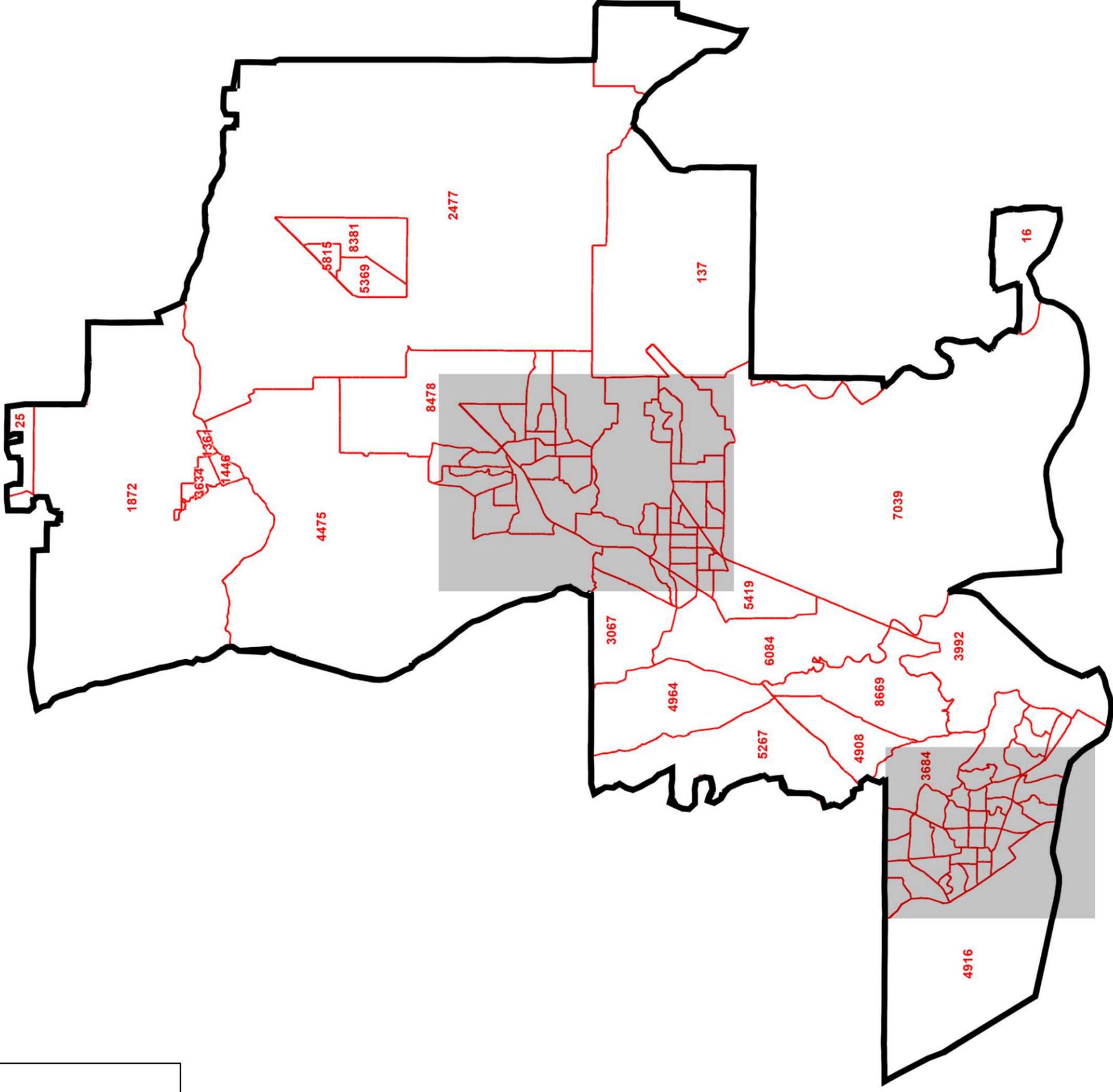
Prepared by  
WAGAMAN  
STRATEGIES





# Population by Tract

Prepared by  
**WAGAMAN**  
**STRATEGIES**



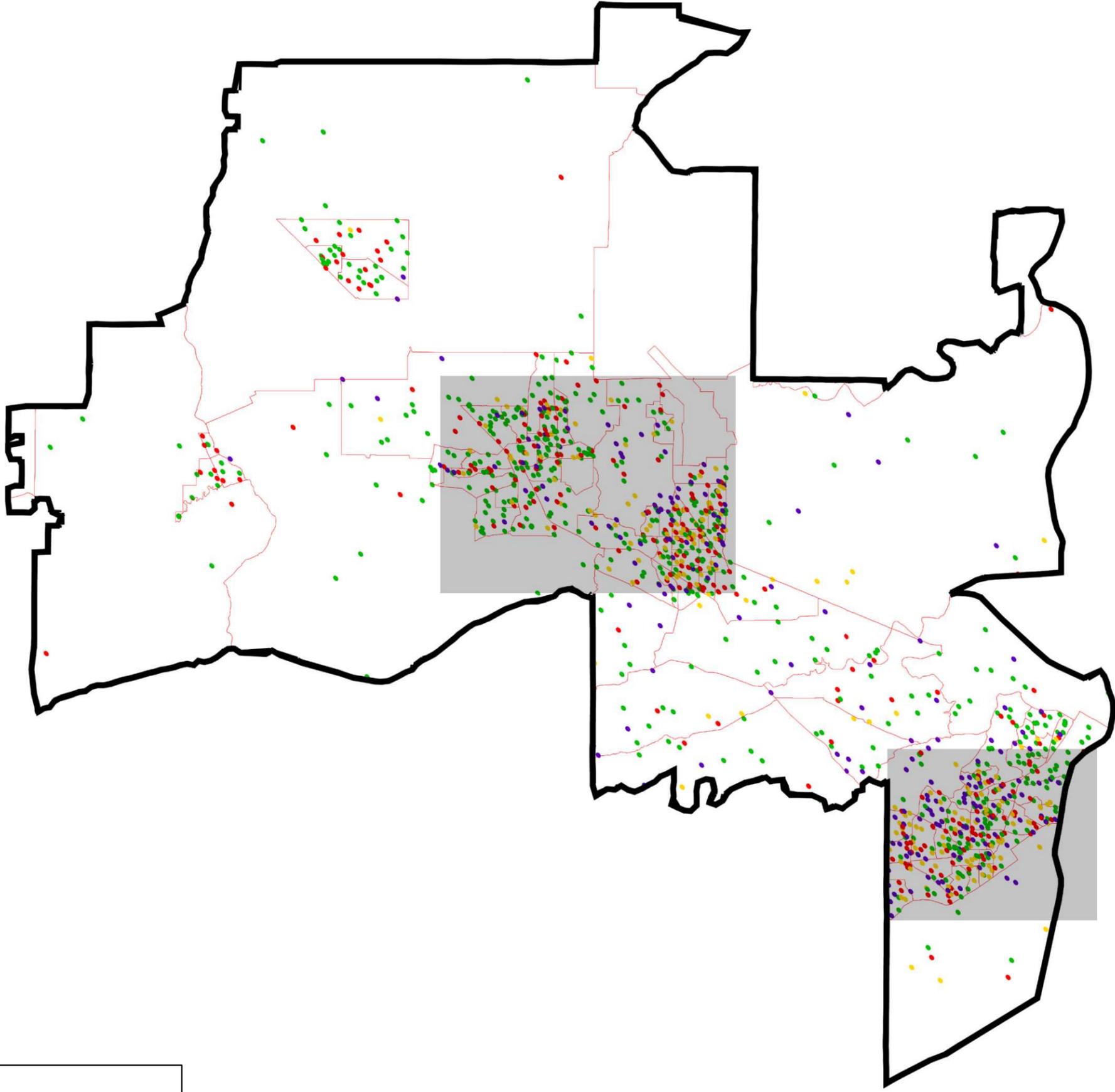
Tract





# Racial/Ethnic Dot Density

Prepared by  
**WAGAMAN**  
**STRATEGIES**

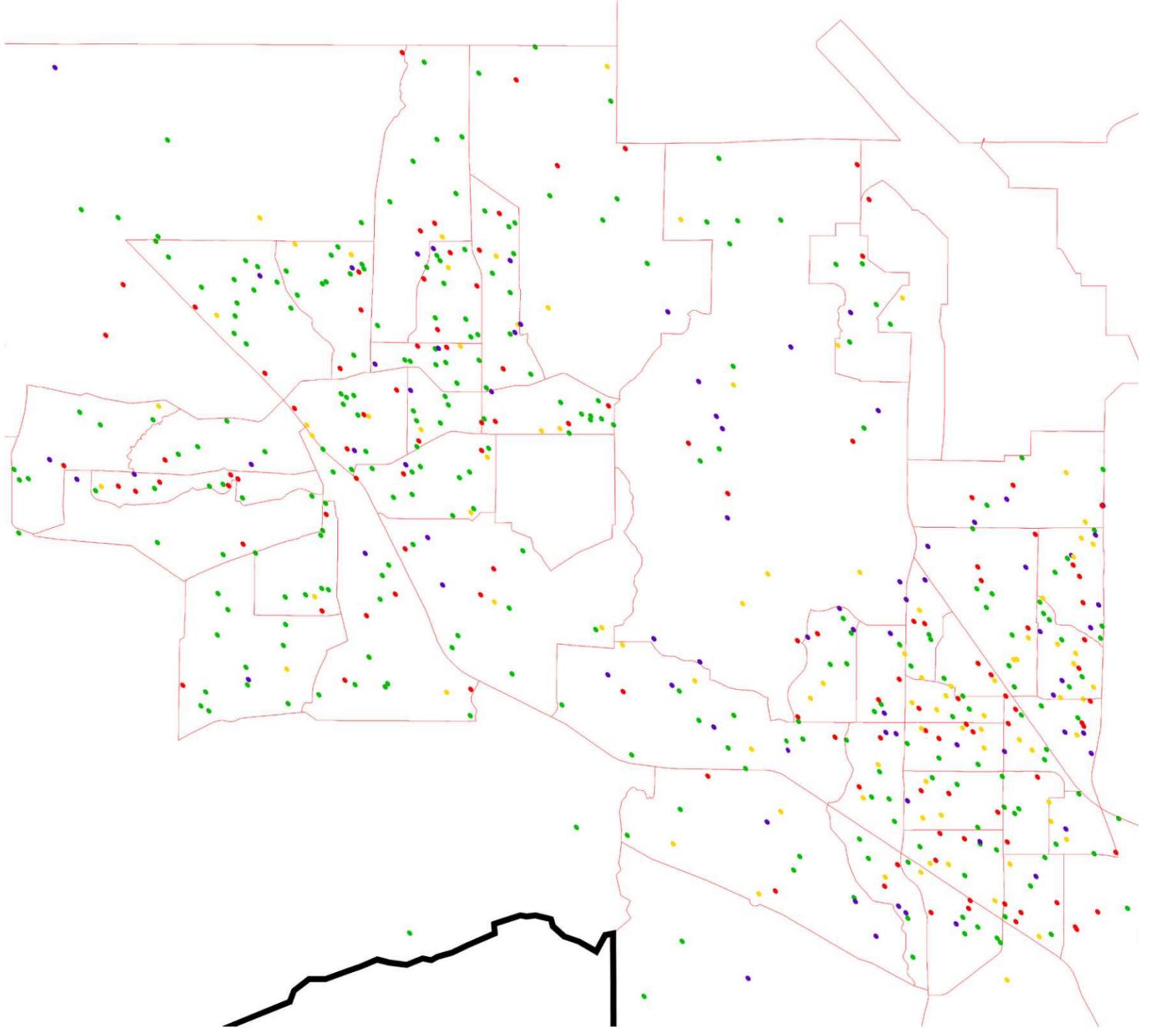
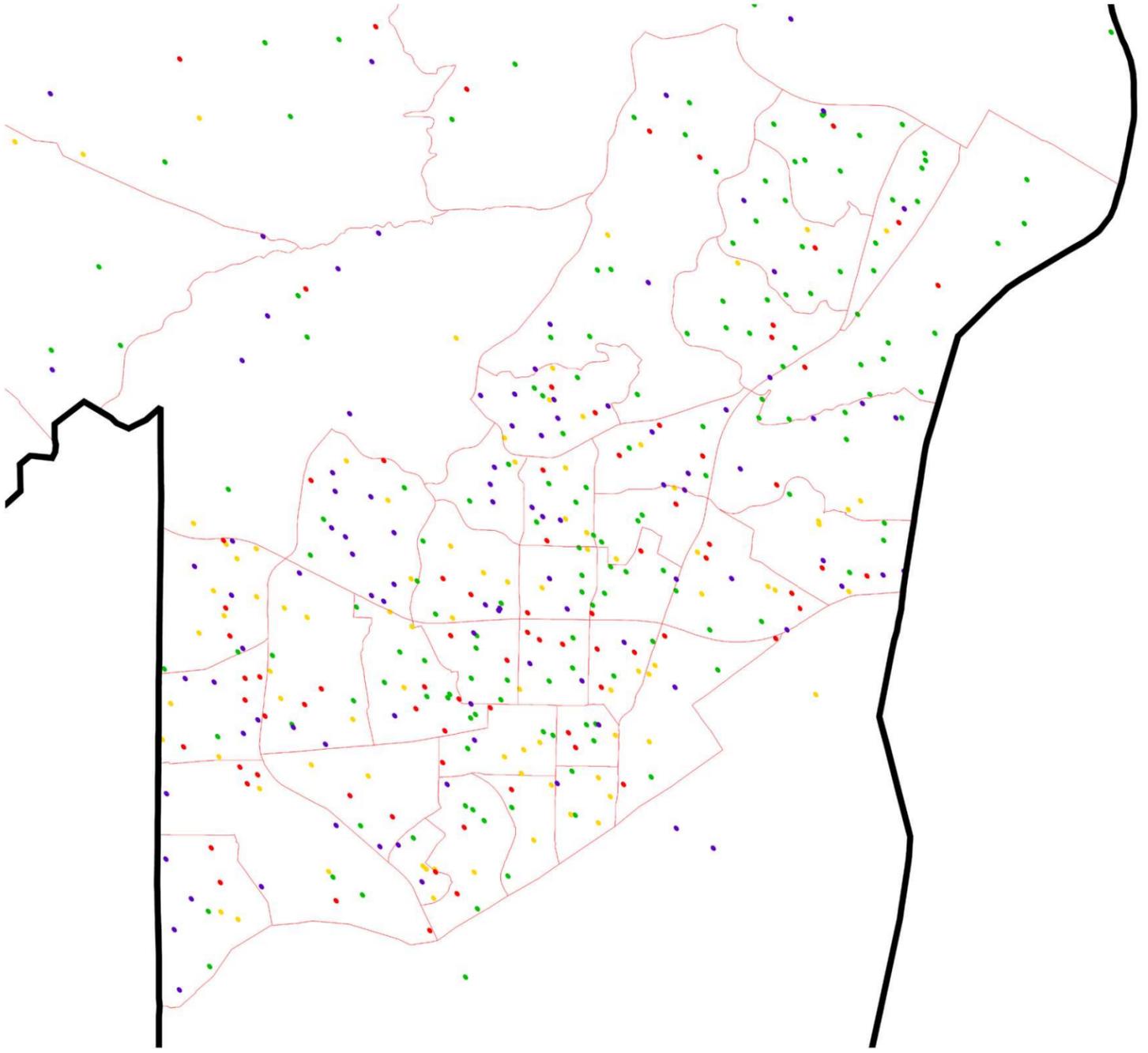


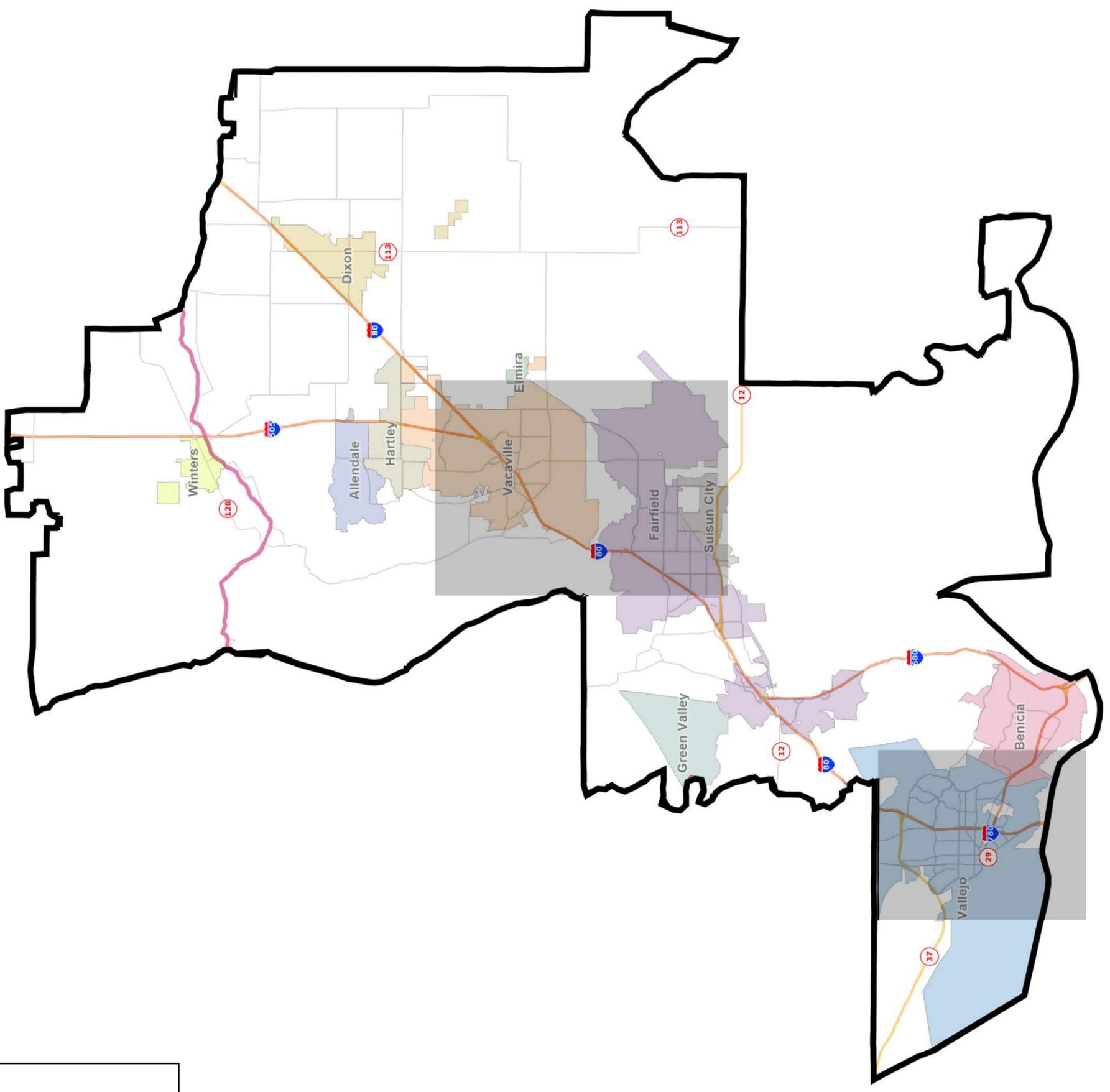
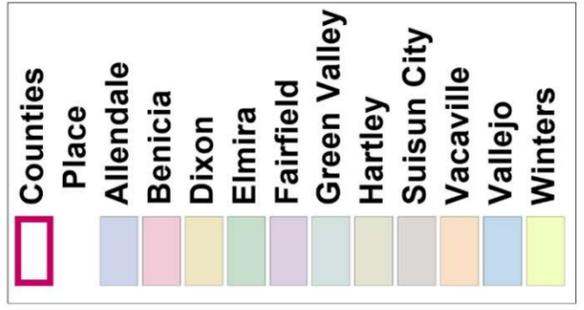
CVAP (250 per dot)  
NH-White  
Latino  
Black  
Asian

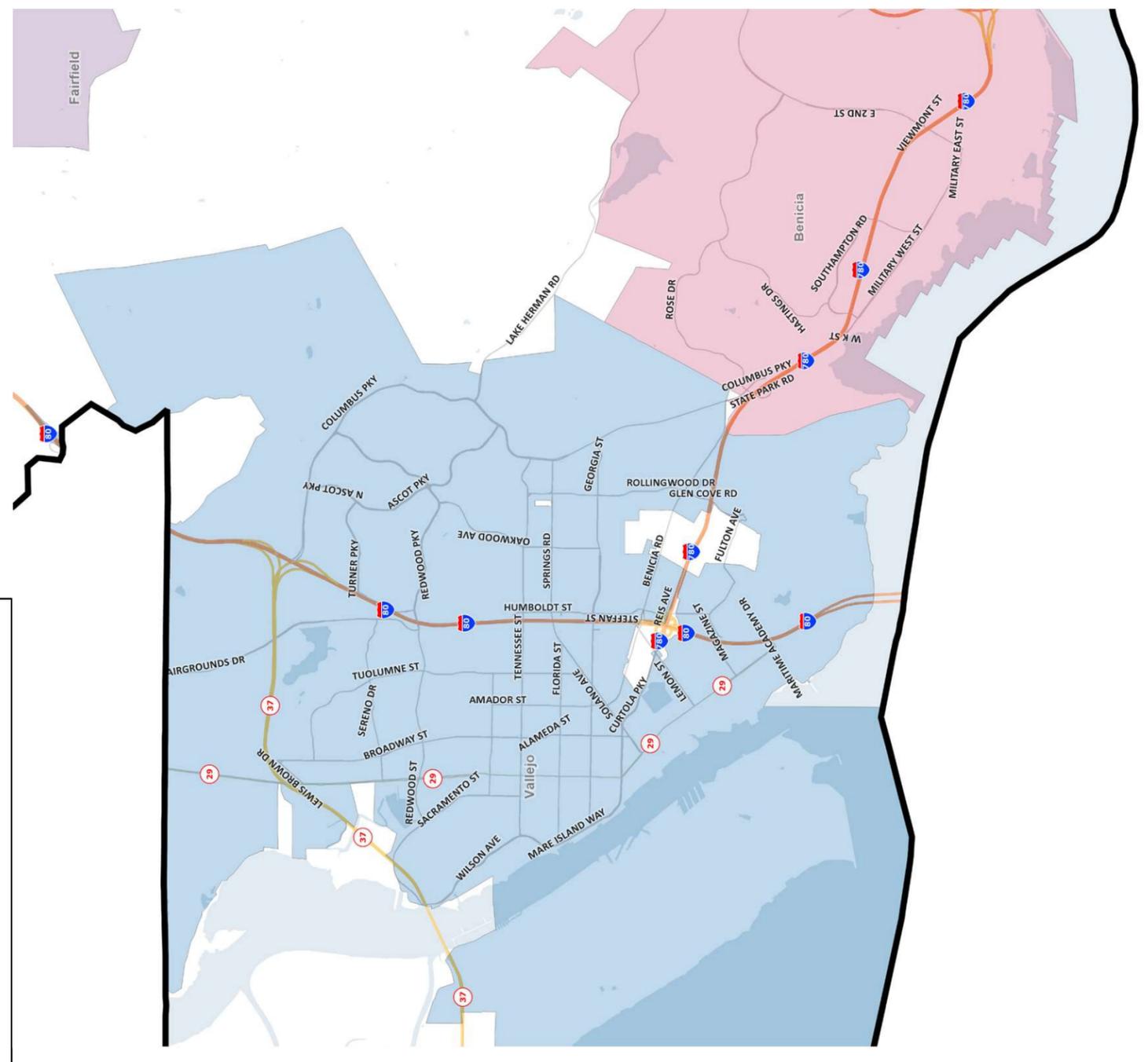
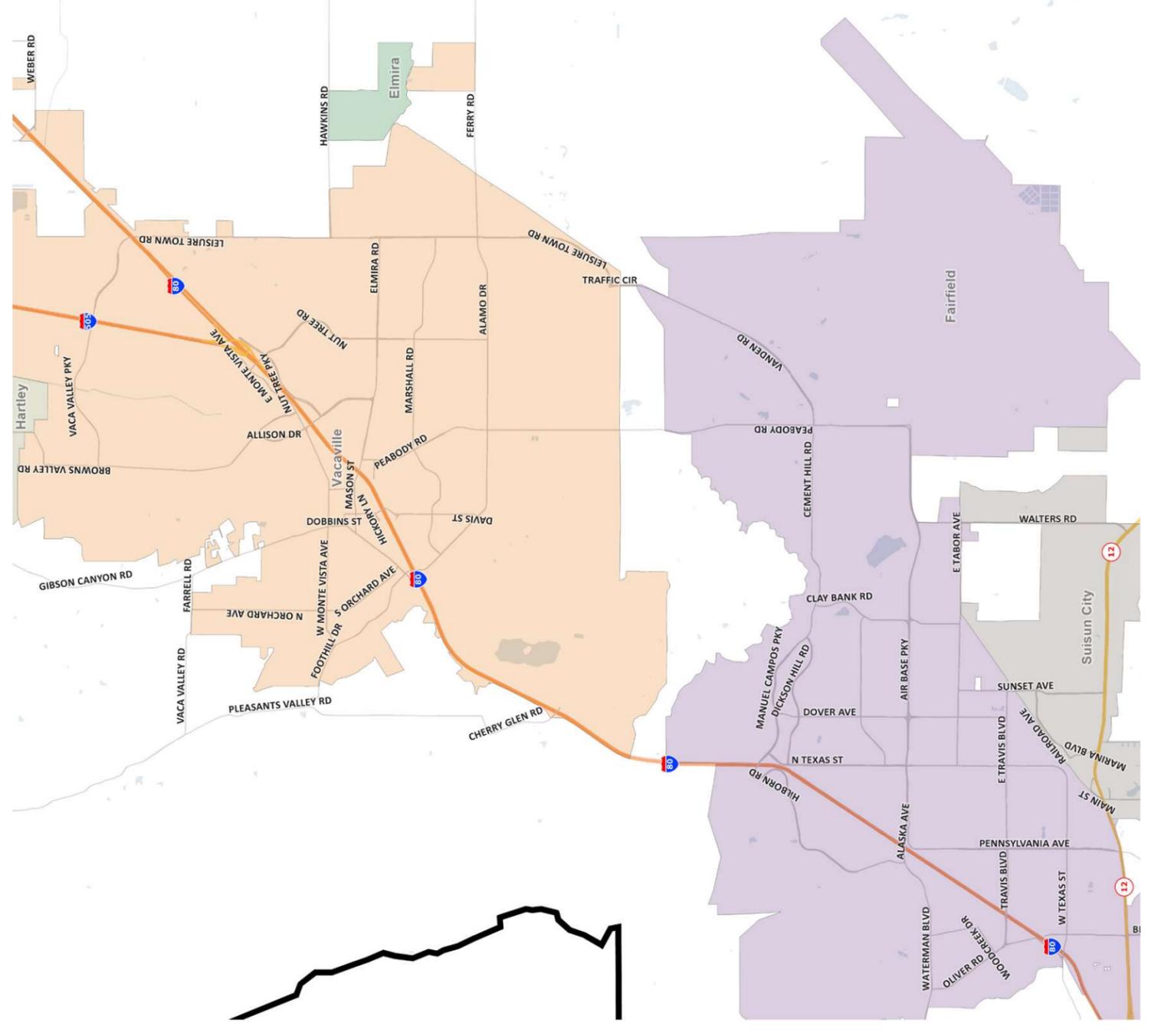


Racial/Ethnic Dot Density  
(Zooms)

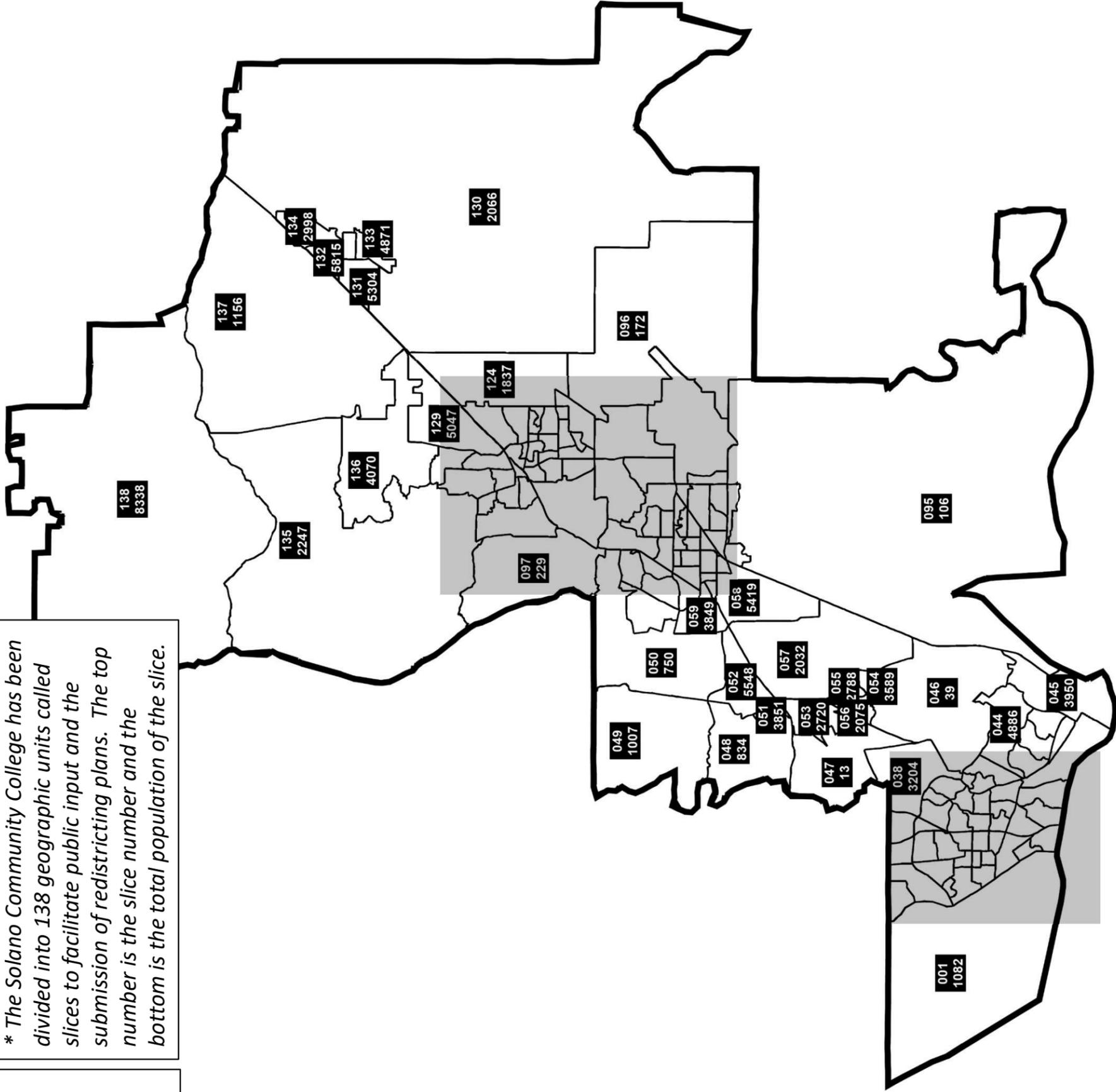
Prepared by  
WAGAMAN  
STRATEGIES







\* The Solano Community College has been divided into 138 geographic units called slices to facilitate public input and the submission of redistricting plans. The top number is the slice number and the bottom is the total population of the slice.

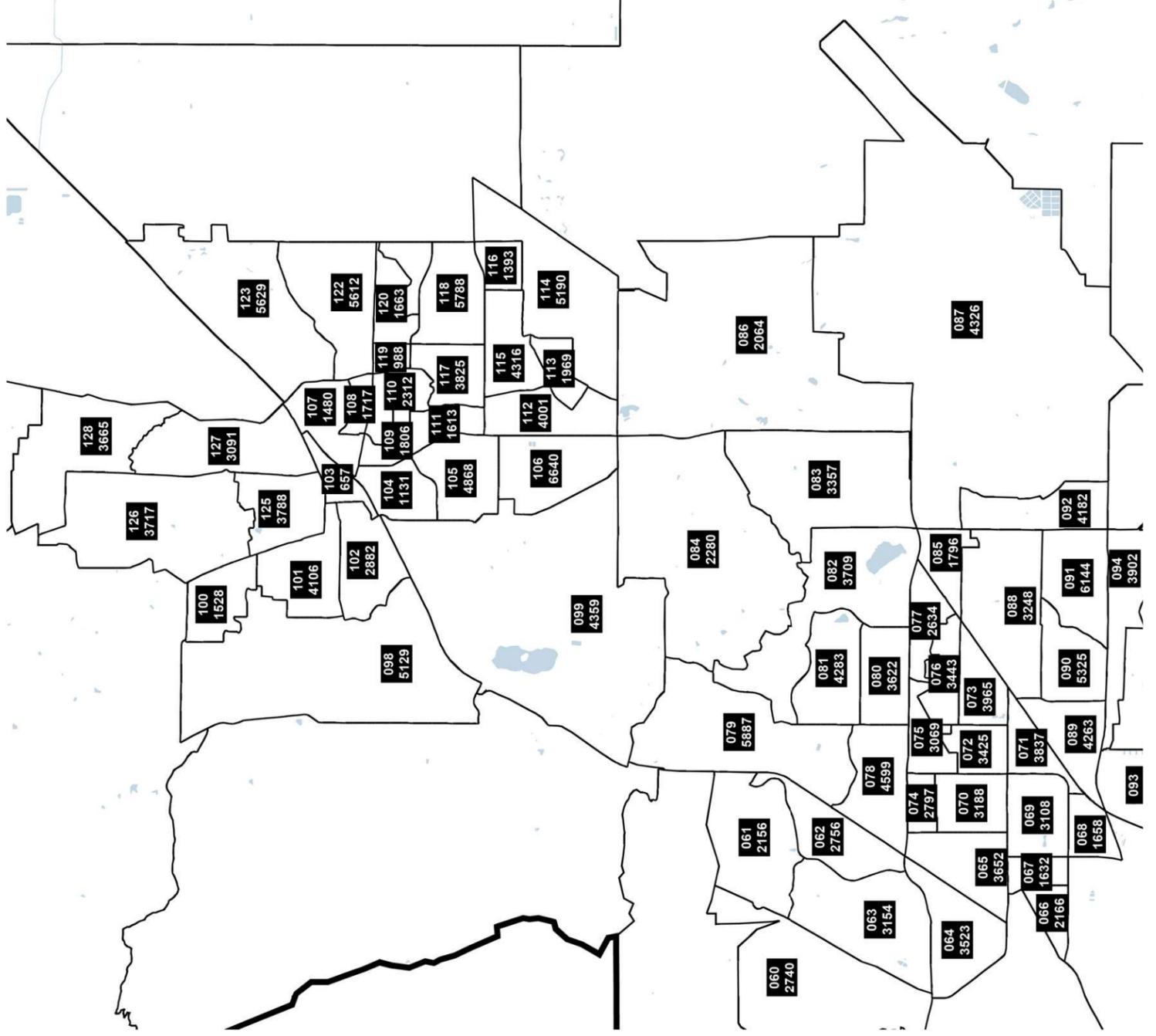
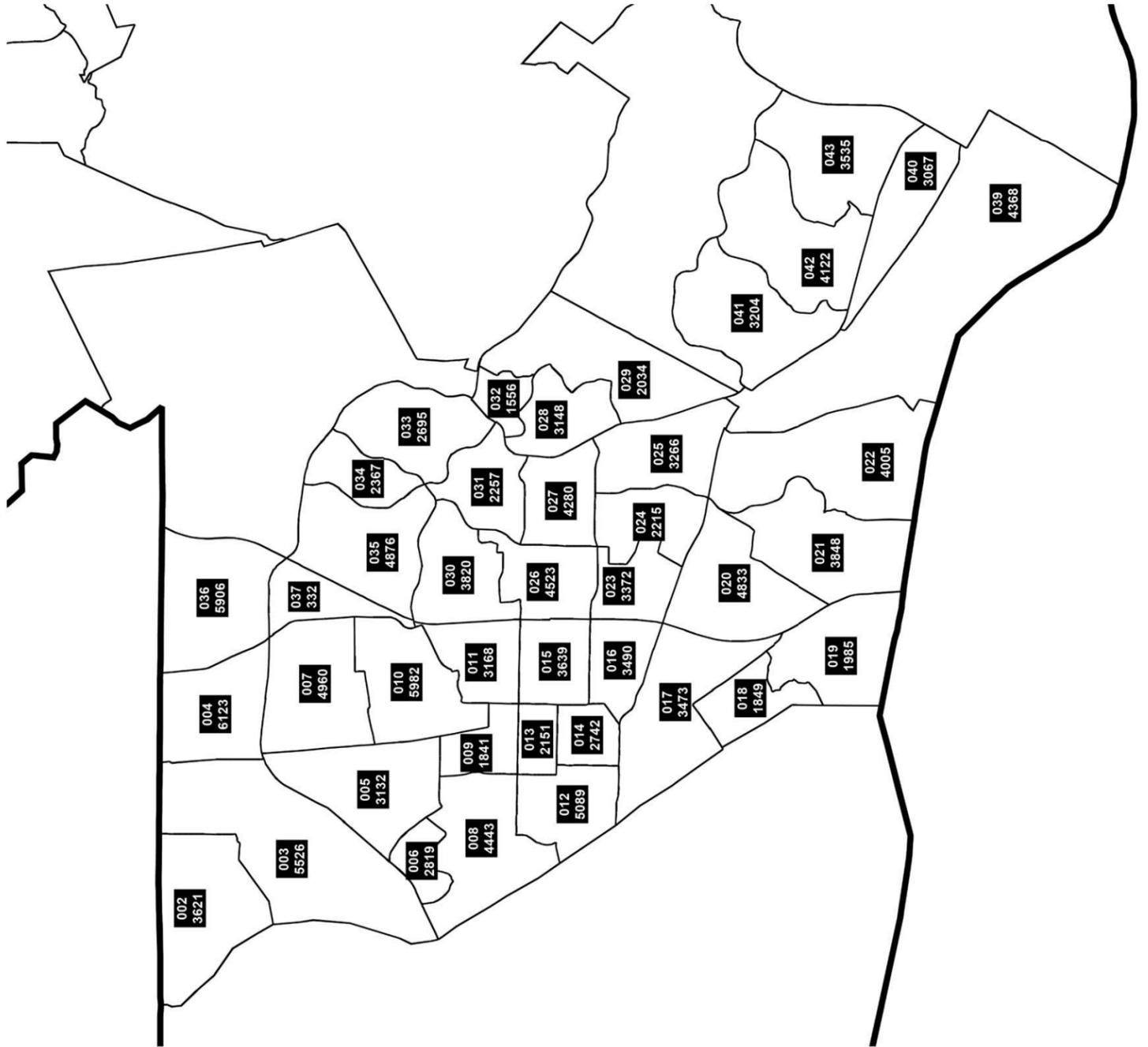


 Slices



**Slices\***  
(Zooms)

\* The Solano Community College has been divided into 138 geographic units called slices to facilitate public input and the submission of redistricting plans. The top number is the slice number and the bottom is the total population of the slice.





# Community of Interest Mapping Tool

## WHAT is a Community of Interest?



Those with common social or economic interests that should be included within a single district for effective, fair representation.

## WHY do they matter?



Communities of interest must be considered when deciding how to draw new district boundaries.

## WHO needs to participate?



Communities are best described by those with first-hand knowledge. We want to hear about your community; you know it best!

## WHEN should I respond?



Turn in by January 5<sup>th</sup> for consideration in the draft maps.

## HOW do I submit information about by community?

Email



Redistricting2021@solano.edu

Drop off or mail



SCC

4000 Suisun Valley Road, Bldg 600  
Fairfield, CA 94534

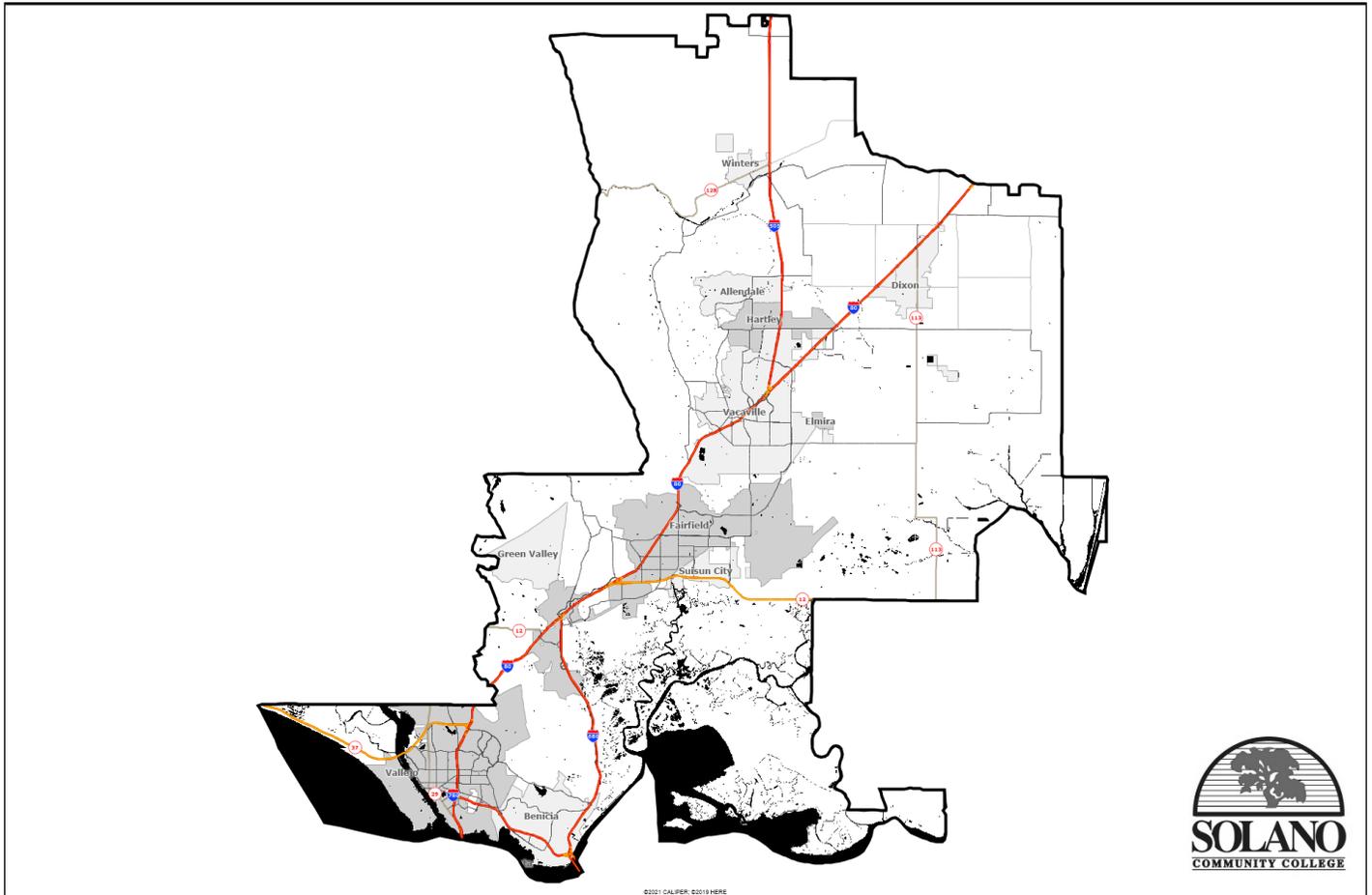
## WHERE can I get more information?



For more information visit our website at <https://welcome.solano.edu/> or call (707) 864-7299.

**1) Name your Community:**

**2) Draw your Community on the Map:**



**3) Describe your Community (Specific boundaries. What makes it a community? Why should it be kept together?):**

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**4) Tell us about Yourself (optional):**

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Email to [Redistricting2021@solano.edu](mailto:Redistricting2021@solano.edu) or drop off or mail to SCC; 4000 Suisun Valley Road, Bldg 600; Fairfield, CA 94534 by January 5<sup>th</sup> for consideration in the draft maps.

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

**TO: Members of the Governing Board**

**SUBJECT: CLOSURE OF 420 REVENUE BOND CONSTRUCTION  
 FUND AT THE COUNTY TREASURY**

**REQUESTED ACTION:**

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

**SUMMARY:**

Staff is requesting the Board approve the closure of a fund held in the Solano County Treasury known as Fund 692-SCC GO 2003A, previously known as 420-Revenue Bond Construction Fund. This fund has been inactive for many years and there is no current or anticipated future need for this fund. Board approval is required by Solano County to close this fund.

**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: \$</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Susan Wheat  
 Vice President, Finance & Administration

**PRESENTER’S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

707 864-7209

**TELEPHONE NUMBER**

Susan Wheat  
 Finance & Administration

**VICE PRESIDENT APPROVAL**

November 19, 2021

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

December 1, 2021

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AGREEMENT WITH LEXIPOL, LLC FOR  
POLICY AND PROCEDURES RELATED SERVICES**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Board approval is requested for the Contract Agreement for use of Subscription Material. Items to be included in Subscriptions:

- Bundled Police and P1 Academy-Prorated December 2021 through June 2022. The prorated cost for this is \$1835.63
- One Time Fee-Implementation. The cost is \$7865.00

*CONTINUED ON NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

<i>Government Code:</i> <i>N/A</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$12,847.33</i>
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**SUPERINTENDENT'S RECOMMENDATION:**     **APPROVAL**     **DISAPPROVAL**  
 **NOT REQUIRED**     **TABLE**

Susan Wheat  
Vice President, Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 864-7209

**TELEPHONE NUMBER**

Susan Wheat  
Finance & Administration

**VICE PRESIDENT APPROVAL**

November 19, 2021

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 1, 2021

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AGREEMENT WITH LEXIPOL, LLC FOR  
POLICY AND PROCEDURES RELATED SERVICES**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

---

**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE*

- Bundled Police and P1 Academy July 2022. The cost is \$3,146.70

The total cost of program is \$12,847.33.

The term of the is agreement will remain in effect for one year and will automatically extend for successive one-year periods thereafter, unless one party provides written notice of non-renewal.

Additional conditions included in Exhibit B.

Attached is a copy of the Agreement including Exhibit B.



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Solano Community College Police & Public Safety  
Agency's Address: 4000 Suisun Valley Rd  
Fairfield, California 94534

Attention: VP Susan Wheet

Lexipol's Address: 2611 Internet Boulevard, Suite 100  
Frisco, Texas 75034

Prepared By: Rosemarie Curran

Program Start Date: \_\_\_\_\_  
(to be completed by Lexipol upon receipt of signed Agreement)

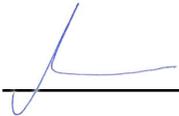
This Subscription Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above.

This Agreement consists of: (a) this **Cover Sheet**; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees); (c) **Exhibit B** (Terms and Conditions Specific to this Agreement); and (d) Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.

In the event of any inconsistency or conflict between Lexipol's General Terms and Conditions and those contained in **Exhibit B**, the terms and conditions contained in **Exhibit B** shall control.

Each person signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Solano Community College Police & Public Safety

Signature:  \_\_\_\_\_

Print Name: Susan Wheet

Title: VP of Finance & Administration

Date Signed: 11/19/2021

## Exhibit A

### SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

**Agency is purchasing the following:**

Bundled Police and P1 Academy  
- Prorated December through  
June

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
9	PoliceOne Academy Annual Rate Per User (Start: 12/1/2021 End: 6/30/2022)	USD 52.50	15%	USD 70.83	USD 401.67
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/ Procedures (Start: 12/1/2021 End: 6/30/2022)	USD 1,687.00	15%	USD 253.04	USD 1,433.96
	<b>Subscription Line Items Total</b>			<b>USD 323.87</b>	<b>USD 1,835.63</b>
				<b>USD 323.87</b>	<b>USD 1,835.63</b>
<b>Bundled Police and P1 Academy - Prorated December through June Discount:</b>					USD 323.87
<b>Bundled Police and P1 Academy - Prorated December through June TOTAL:</b>					USD 1,835.63

One Time Fee - Implementation

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Law Enforcement Tier I Implementation	USD 3,400.00	15%	USD 510.00	USD 2,890.00
1	Law Enforcement Tier II Implementation	USD 3,100.00	15%	USD 465.00	USD 2,635.00
1	Law Enforcement Tier III Implementation	USD 2,400.00	15%	USD 360.00	USD 2,040.00
1	PoliceOne Academy Account Services & Setup (12 Months)	USD 300.00		USD 0.00	USD 300.00
	<b>One-Time Line Items Total</b>			<b>USD 1,335.00</b>	<b>USD 7,865.00</b>
				<b>USD 1,335.00</b>	<b>USD 7,865.00</b>
<b>One Time Fee - Implementation Discount:</b>					USD 1,335.00
<b>One Time Fee - Implementation TOTAL:</b>					USD 7,865.00

Bundled Police and P1 Academy  
July 2022

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
9	PoliceOne Academy Annual Rate Per User (12 Months)	USD 90.00	15%	USD 121.50	USD 688.50
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/ Procedures (12 Months)	USD 2,892.00	15%	USD 433.80	USD 2,458.20

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
	Subscription Line Items Total			USD 555.30	USD 3,146.70
				USD 555.30	USD 3,146.70
<b>Bundled Police and P1 Academy July 2022 Discount:</b>					USD 555.30
<b>Bundled Police and P1 Academy July 2022 TOTAL:</b>					USD 3,146.70

\*Law Enforcement pricing is based on 2 Law Enforcement Sworn Officers.

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

\*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

**Discount Notes**

Bundle Discount, 15%

## Exhibit B

### Terms and Conditions Specific to this Agreement

The following terms and conditions apply to all Subscription Services purchased by Agency. Capitalized terms used but not defined herein shall have the meaning set forth in Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>. In the event of any inconsistency or conflict between Lexipol's General Terms and Conditions and those contained herein, the Terms and Conditions contained in this Exhibit B shall control.

1. **Term**. This Agreement becomes effective and enforceable upon signature by Agency's authorized representative, with a Program Start Date as specified on the cover sheet of this Agreement. This Agreement shall remain in effect for a minimum one (1) year period commencing on the Program Start Date unless a different time period is specified on Exhibit A (the "Initial Term"); provided, however, that the Term will be automatically extended for successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the Initial Term or the then-current Renewal Term, as the case may be. The Initial Term and all subsequent Renewal Terms shall collectively comprise the "Term" of this Agreement. Notwithstanding the foregoing, this Agreement remains subject to termination as provided in Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.
2. **Subscription Fee/Invoicing**. Lexipol will invoice Agency for purchased Subscription Services at the commencement of the Initial Term and thirty (30) days prior to the beginning of each Renewal Term. Agency will pay the invoiced amount to Lexipol within thirty (30) days of the invoice date. All invoices will be sent to Agency at the address for Agency specified on the first page of this Agreement to which these Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the invoice. Lexipol reserves the right to increase pricing for each Renewal Term.
3. **Product-Specific Terms; Ownership; Right to Use**. This Section pertains to specific products and services offered by Lexipol and its affiliates. If Agency has selected a particular product or service referenced below, the applicable Section(s) and associated supplemental terms will apply. If Agency has not selected a particular product or service referenced below, the subsection referencing such product or service shall not apply.
  - 3.1 **Policy Subscriptions and Materials**. This Section applies when Agency has subscribed to or otherwise receives access to Lexipol's Policy Subscription Materials, as defined below.
    - i **Generally**. Agency acknowledges and agrees that all policy-based Subscription Services, including but not limited to all policy manuals, supplemental policy publications, daily training bulletins, and all other materials provided by Lexipol to Agency from time to time during the term of this Agreement (such materials collectively, the "Subscription Materials") are proprietary products of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms, conditions and limitations in this Agreement, Lexipol hereby grants Agency the right to prepare derivative works of the Subscription Materials (each, a "Derivative Work," as defined in Section 1 of the General Terms and Conditions); provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove any copyright notice or other proprietary notice of Lexipol appearing on Subscription Materials or Derivative Works and shall include such notices at the appropriate place on each copy thereof.
    - ii **Right to Use; Limitations on Use**. Subject to the terms, conditions, and limitations in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use the Subscription Materials and any Derivative Works in each case, solely for the Agency's internal purposes. Agency shall not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, or display, in whole or in part, by any means or medium, whether electronic or mechanical, or by any information storage and retrieval system, any Subscription Materials or any Derivative Work other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Materials or any Derivative Work into or onto any third party, document, knowledge, or other content management system or service without Lexipol's prior written consent. The foregoing does not prohibit Agency from providing Subscription Materials or Derivative Works pursuant to an order from a court or other

## Exhibit B

governmental agency or other legal process, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit Agency from displaying the adopted/approved final policy document on a publicly accessible website for official agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 3.1(i) above.

- iii **Policy Adoption.** Agency hereby acknowledges and agrees that all policies and Daily Training Bulletins (DTBs) included in the Subscription Materials provided by Lexipol have been individually reviewed, customized, and adopted by Agency for use by Agency in accordance with this Agreement. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees, or representatives shall be considered “policy makers” in any legal or other sense, and that the chief executive of Agency will, for all purposes, be considered the “policy maker” with regard to each and every such policy and DTB.

**3.2 Learning Management System.** This Section applies when Agency subscribes to Lexipol’s Learning Management System (“LMS”). The LMS is a proprietary product of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency’s right to use the LMS is limited to the rights expressly granted in this Agreement. All rights not expressly granted to Agency are reserved and retained by Lexipol and its licensors. As between Agency and Lexipol, (a) all Agency Data, defined as data owned by Agency prior to the Program Start Date of this Agreement or data not otherwise subject to the definition of “Derivative Work” in Lexipol’s General Terms and Conditions, is Agency’s property, and (b) Agency retains all rights, title, and interest in and to Agency Data, including all copies, modifications, extensions, and derivative works thereof. Lexipol retains no right or interest in any Agency Data and shall return or destroy Agency Data following termination of this Agreement. Agency’s purchase of LMS Subscription Services is also subject to the LMS Master Service Agreement located at: <https://www.lexipol.com/lms-master-service-agreement>.

**3.3 Grant Services.** This Section applies when Agency subscribes to Lexipol’s Grant Writing, Consulting, and/or GrantFinder services, offered by Praetorian Digital. If Agency selects Grant Writing services, Agency takes full responsibility for submitting information reasonably required by Praetorian Digital in a timely manner. All Agency materials must be received 5 days prior to the grant application close date, and Agency is responsible for all submissions of final grant applications by grant deadlines. Failure to submit requested materials to write grant applications on time will result in rollover of project services and fees to next grant application cycle. Requests for cancellation of Grant Writing services will result in a 50% fee of the total value of the service. Invoices for Grant Writing services will be sent as soon as work begins for the applicable target grant. Complete payment must be received no later than thirty (30) days after receipt of invoice. In the event Agency has not made timely payment on an invoice, Lexipol/Praetorian Digital reserves the right to suspend all Grant services until payment is received in full and may terminate Agency’s access to GrantFinder, if applicable. Invoices over thirty (30) days past due shall be charged a twenty-five dollar (\$25) late fee. Agency’s purchase of the Grant services is also subject to the GrantFinder Master Subscription Agreement located at <http://www.lexipol.com/GTGF-Master-ServiceAgreement>.

**3.4 Cordico Wellness Applications.** This Section applies when Agency subscribes to Lexipol’s Wellness Applications, offered by Cordico®, including but not limited to CordicoShield, CordicoFire, and all other Cordico products and services (collectively, the “Wellness Services”). The Wellness Services are proprietary products of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law. Lexipol and its licensors retain all rights, title, and interest in and to the Wellness Services (including, without limitation, all intellectual property rights), including all copies, updates, modifications, and versions thereof. Agency’s right to access and use the Wellness Services is limited to the rights expressly granted in this Agreement. All rights not expressly granted to Agency are reserved and retained by Lexipol and its licensors. As between Agency and Lexipol, (a) all Agency Data collected through the Wellness Services remains Agency’s property, and (b) Agency retains all rights, title, and interest in and to Agency Data, including all copies, modifications, extensions, and derivative works thereof. Lexipol retains no right or interest in any Agency Data and shall return or destroy Agency Data following termination of this Agreement. In addition, upon termination of this Agreement for any reason, Agency shall lose access to all Wellness Services. Agency’s purchase of Wellness Services is also subject to Cordico’s Terms and Conditions located at <https://www.cordico.com/terms-and-conditions/> and the Terms and Conditions set forth within each Wellness Application.

## Exhibit B

**3.5 Generally; Injunctive Relief.** Except as expressly provided herein, nothing in this Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, Wellness Services, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not decompile, disassemble, reverse engineer or otherwise attempt to discover any source code contained in any software-based Subscription Services. Notwithstanding any other term or condition herein, Agency grants all rights and permissions in or relating to Agency Data as are necessary or useful to Lexipol to enforce this Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section 3 may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

4. **Warranty Disclaimer.** ALL SUBSCRIPTION SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS IS" AND LEXIPOL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LEXIPOL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
5. **Disclaimer of Liability.** Agency acknowledges and agrees that Lexipol, its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Services or the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.
6. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Subscription Services, or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol by Agency for the Purchased Subscription Services under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.
7. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.
8. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.
9. **Additional Terms and Conditions.** Except as set forth above, this Agreement remains subject to Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AGREEMENT WITH MOTOROLA  
SYSTEMS, INC. FOR WIRELESS SERVICES AND  
EQUIPMENT**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Board approval is requested for the Contract Agreement for Municipal Lease Purchase Agreement Terms of agreement are as follows:

- New Public Safety Motorola APX Portable Radios and accessories (as per the Motorola Solutions equipment proposal)
- Title to the equipment with vest with the Lessee

*CONTINUED ON NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

<i>Government Code:</i> <i>N/A</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$46,238.75</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Susan Wheet  
Vice President, Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 864-7209

**TELEPHONE NUMBER**

Susan Wheet  
Finance & Administration

**VICE PRESIDENT APPROVAL**

November 19, 2021

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 1, 2021

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

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

**SUBJECT:** **CONTRACT AGREEMENT WITH MOTOROLA  
SYSTEMS, INC FOR WIRELESS SERVICES AND  
EQUIPMENT**

**REQUESTED ACTION:**

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

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**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE*

- Lessee will be responsible to insure the equipment as outlined in lease agreement
- Personal property, sale, leasing, use, stamp, or other taxes are for the account of the lessee
- Term of agreement is a 5-year lease. To begin 12/1/21 through 12/1/26

The cost of program is \$9,247.75 per year-total of \$40,550 plus interest will be total cost of \$46,238.75.

The term of the is agreement can be structured for up to seven years per the agreement.

Attached is a copy of the Agreement.

**Date:** November 11,2021

**To:** Solano Community College  
Attn: Brian Travis  
4000 Suisun Valley Rd. Building 100  
Fairfield, CA 94534

**Re:** Communications System Financing Proposal

**Motorola Solutions, Inc. is pleased to submit the following proposal for the financing of your Motorola communications equipment in accordance with the terms and conditions outlined below:**

**Transaction Type:** Municipal Lease Purchase Agreement (Tax-exempt)

**Lessor:** Motorola Solutions, Inc. (or its Assignee)

**Lessee:** Solano Community College

**Total Transaction Value:** \$ 40,550.00

**Down Payment:** \$ 0.00

**Balance to Finance:** \$ 40,550.00

**Equipment:** New Public Safety Motorola APX Portable Radios and accessories. (As per the Motorola Solutions equipment proposal.)

**Title:** Title to the equipment will vest with the Lessee.

**Insurance:** Lessee will be responsible to insure the equipment as outlined in the lease contract.

**Taxes:** Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	Option 1	Option 2	Option 3
<i>Lease Term</i>	3 Years	4 Years	5 Years
<i>Payment Type</i>	Annually Arrears	Annually Arrears	Annually Arrears
<i>Lease Rate</i>	5.20%	4.65%	4.45%
<i>Lease Factor</i>	0.369452	0.280379	0.228058
<i>Payment</i>	\$14,981.28	\$11,369.37	\$9,247.75
<i>Payment Commencement</i>	First payment due one year after contract execution	First payment due one year after contract execution	First payment due one year after contract execution

**Expiration:** The above lease rates and factors are valid for all leases commenced by 12/11/2021. After this date the rate will be reset to reflect current market conditions.

**Program Highlights:** Terms up to seven years can be structured for Municipal Lease Purchase Agreement (Tax-exempt).  
One hundred percent (100%) of a project's acquisition cost can be financed.  
Payment frequency can be matched to meet your cash flow and budget requirements.  
No pre-payment penalties.  
Future equipment upgrades can easily be accommodated via add-on lease schedules, restructuring already existing deals, etc.

**Qualifications:** Receipt of a properly executed documentation package.  
Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1986. The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.  
Receipt of a copy of the last 2 year's audited financial statements and current year's budget from the Lessee.  
This proposal should not be construed as a commitment to finance. It is subject to final credit approval.

**Documentation:** Municipal Equipment Lease Purchase Agreement  
Opinion of Counsel  
Schedule A/Equipment List  
Schedule B/Amortization Schedule  
8038G  
UCC-1  
Certificate of Incumbency  
Statement of Essential Use/Source of Funds  
Evidence of Insurance or Statement of Self Insurance  
Resolution from governing body authorizing the execution of the Lease  
Delivery & Acceptance Certificate

Please feel free to contact me if there are any questions, or if an alternate structuring is required.

Regards,  
Jim Trevino  
Senior Account Manager  
+1 (408) 640-9861

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AGREEMENT WITH SOLANO COUNTY  
 FOR POLICE VEHICLE FLEET SERVICES**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for the Contract Agreement for lease of Police Vehicles. The following to be included in the agreement

- Two vehicles to be leased to SCC
  - Two loaner vehicles during build time
  - Two new vehicles to be built
- Normal Preventive Maintenance of vehicles
- Payments to be made monthly in arrears

*CONTINUED ON NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

<i>Government Code:</i> <i>N/A</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$285,000</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Susan Wheet  
 Vice President, Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

707 864-7209

**TELEPHONE NUMBER**

Susan Wheet  
 Finance & Administration

**VICE PRESIDENT APPROVAL**

November 19, 2021

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

December 1, 2021

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AGREEMENT WITH SOLANO COUNTY  
FOR POLICE VEHICLE FLEET SERVICES**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

---

**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE*

- Term of lease is 9 years from 12/1/2021 to 12/31/2030

The total cost of program is \$285,000.

This agreement shall be reviewed by December of each fiscal year with the County regarding the vehicle needs for the upcoming year.

Additional conditions included in Exhibit A, B and C.

Attached is a copy of the Agreement including Exhibits A, B and C.



**NOTE: Please review all instructions on the back of this worksheet before you begin processing.**

1. Department/Division:		2. Date:	
3. Contract Administrator:		4. Phone Ext:	
5. Contract Attributes:		<input type="checkbox"/> Amendment/Change Order Amendment/Change Order Number  Contract No:  Date:  Please attach copies of original/amendments	
<input type="checkbox"/> Original Bid/RFP Required? <input type="checkbox"/> YES <input type="checkbox"/> NO  <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue  Sole Source Contract? Bid/RFP No: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: Please attach copy of Bid/RFP or justification.			
<input type="checkbox"/> Intergovernmental <input type="checkbox"/> Personal/Professional Svcs <input type="checkbox"/> Purchase of Goods <input type="checkbox"/> Lease <input type="checkbox"/> Construction <input type="checkbox"/> Other			
6. Description of Contract:		7. Name of Contractor:	
8. EIN		SSN	
9. Is Contractor a California Public Pension Plan Retiree? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes: Name of Public Pension Plan: _____ Date of Retirement: _____			
10. Does Contractor have a personal relationship in a direct line of supervision in your Department? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, please describe relationship: _____ Does Contractor have a personal relationship with someone in another Department? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, please provide Department and describe relationship: _____			
11. Has County contracted with Contractor previously during this fiscal year? <input type="checkbox"/> YES <input type="checkbox"/> NO Please list County department if other than the department listed on number 1 above.			
12. Effective Date: _____		13. Termination Date: _____	
Original Contract: _____		By this amendment: _____	
14. Contract Budget:		15. Payment Terms:	
Original Contract Amount: \$ _____		<input type="checkbox"/> Prepaid <input type="checkbox"/> Monthly <input type="checkbox"/> Arrears <input type="checkbox"/> Quarterly <input type="checkbox"/> Fixed <input type="checkbox"/> Progress <input type="checkbox"/> Actual <input type="checkbox"/> Other <input type="checkbox"/> Estimate	
Total of Previous Amendments: \$ _____		16. Source of Funds:	
Current Amendment: \$ _____		<input type="checkbox"/> Fed/State Grant <input type="checkbox"/> Fed/State Funding <input type="checkbox"/> County Specify: _____ Fed Catalog No: _____ State Legislation: AB SB	
Total Amount of Contract \$ _____			
17. Fund: _____ Budget Unit: _____ Sub-object: _____		18. Current Appropriation Sufficient? <input type="checkbox"/> YES <input type="checkbox"/> NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request.			
20. Remarks			
21. Signature Route:			
_____ Email		_____ Email	
Department Contract Administrator		HR Analyst (for Contract Employees) or Risk Management (for insurance changes)	
Contractor Signatory Name (Informational only) Email _____		_____ Email	
_____ Email		CAO Analyst	
Department Head or Designee		_____ Email	
_____ Email		Authorizing Signature (CAO/DH)	
County Counsel Reviewer			

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](mailto: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 23<sup>rd</sup> 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 1<sup>st</sup> 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 Annual 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	079A	8838	2018	Ford	PIU	\$ 450.03	\$ 5,400.36	\$ 0.18	6,000	\$ 1,080.00	N/A	N/A	\$ 6,480.36
0079	079A	8858	2018	Ford	PIU	\$ 450.03	\$ 5,400.36	\$ 0.18	6,000	\$ 1,080.00	N/A	N/A	\$ 6,480.36
0079	079A	TBD	2022	Ford	PIU	\$ 996.95	\$ 11,963.40	\$ 0.18	6,000	\$ 1,080.00	N/A	N/A	\$ 13,043.40
0079	079A	TBD	2022	Ford	PIU	\$ 996.95	\$ 11,963.40	\$ 0.18	6,000	\$ 1,080.00	N/A	N/A	\$ 13,043.40
**						Total for Temp Vehicles:	\$ 10,800.72		\$ 12,000	\$ 2,160			\$ 12,960.72
						Total for 2022 PIUs:	\$ 23,926.80		12,000	2,160		\$ -	\$ 26,086.80

Mileage driven per vehicle is projected; adjust if necessary.

\* Current estimated monthly rate, will be finalized after determining upfitting needs

\*\* Total to increase as new vehicles put into service and temp vehicles returned

DAILY RENTALS	DAILY	MILEAGE
	RATE	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.

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT WITH THE GUMSHOE GROUP, LLC FOR  
 BACKGROUND SERVICES**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Board approval is requested for the Contract for Pre-employment background services. Services included: Background Investigation in accordance with CA Post regulations, Computer Voice Stress Analysis, Background services (if required); Live Scan, Initial Waivers, Notary Public, Digital Photo, DMV Record, Credit Report and EDD employment records. Fee schedule is attached in contract. Term of contract is December 1, 2021 to June 30, 2022.

A copy of the contract is attached.

**STUDENT SUCCESS IMPACT:**

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

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

Susan Wheet  
 Vice President, Finance & Administration

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

**ADDRESS**  
  
 (707) 864-7209

**TELEPHONE NUMBER**  
 Susan Wheet  
 Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**  
  
 November 19, 2021

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

December 1, 2021  
**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**



# The Gumshoe Group

PRIVATE INVESTIGATIONS

[www.TheGumshoeGroup.com](http://www.TheGumshoeGroup.com)

Voice / Fax  
(800) 669-7336

505 Merchant Street  
Vacaville, CA 95688

October 8, 2021

Solano Community College Police Department  
Attn: Brian Travis

Re: Pre-Employment Background Investigations

Greetings Mr. Travis,

The Gumshoe Group is pleased to offer a proposal to conduct services relating to Pre-Employment Background screening for the future employees of Solano Community College Police Department. The Gumshoe Group is a full-service investigations agency licensed, bonded, and insured in the State of California. All our investigations are conducted with utmost confidentiality, integrity, and professionalism.

The Gumshoe Group is a team of experienced, professional, and resourceful investigators with all the latest tools to get the job done in an effective and timely manner. All our Investigators are comprised of active and retired public safety professionals with an exceptional record and extensive investigative experience. All our investigations are conducted by industry professionals with the client's specific needs in mind, paying close attention to detail and ensuring accuracy and reliability.

**Not all Private Investigation Agencies are equal, here is how The Gumshoe Group stands out:**

- ✓ **Experience** – We have an extensive investigative team, all experienced in conducting investigations.
- ✓ **One-Stop-Shop** – We can conduct all required pre-background preparation to include contacting applicant to collecting the necessary documents, preparing waivers, conducting any required notary signings, LiveScan, and the Certified Voice Stress Analysis (CVSA) along with the PHS background package.
- ✓ **Convenience** - Your applicant does not need to make multiple appointments to obtain items such as the LiveScan, DMV Report, EDD Employment Records or Credit Report as we can do this in-house.
- ✓ **Effectiveness** – No more waiting for months to get the results back for your candidate(s). With all the services provided by the team at The Gumshoe Group, your agency can quickly and effectively hire the right candidate without long delays. The average background is completed four weeks after the applicant's background interview. Times can vary depending on applicant history and responses in the Personal History Statement.
- ✓ **Flexible** – Our services can be customized to your agency's needs. We also offer mobile services which allow us to start the background immediately after a hiring interview during a recruitment campaign at your location.
- ✓ **Time-is-of-the-Essence** – Highly qualified candidates frequently take the first job offer they receive. Our team can and will help your agency be the first agency to make that offer with our timely background process.

**Specializing in Pre-Employment Backgrounds**

CA BSIS License # 188721

# The Gumshoe Group

## PRIVATE INVESTIGATIONS

### Pre-Employment Background Summary:

All background investigations performed by The Gumshoe Group meet and/or exceed the standards as outlined by California P.O.S.T. All our background investigations comply with Peace Officer Background (Regulation 1953) or Public Safety Dispatcher (Regulation 1959). We conduct an investigation on your applicant's past behavior and the extent to which that behavior demonstrates positive traits that support their candidacy for Public Safety work.

Completion and submittal of a **Personal History Statement (PHS)** is the first step of the Background Investigation. The PHS is a pre-screening questionnaire that allows applicants to self-report behavior that has been determined to relate directly to job suitability. The PHS requires compilation of extensive biographical information, fingerprinting, and an interview with a background investigator. The initial investigation includes employment checks, fingerprinting, DMV records, Selective Service Registration, Department of Consumer Affairs, Court Records, Medi-Cal Records, Credit Report, and other Data Base Searches.

The **Field Investigation** can include checks of employment, police contacts, financial records, education records, and military records and interviews with family members, neighbors, supervisors, co-workers, and friends.

The investigation can include, but is not limited to the following areas of investigation:

- ✓ An in-depth interview of the candidate and review of the PHS and supplemental questionnaires.
- ✓ Review of Public Safety experience and work history in law enforcement.
- ✓ Education history to include verification of transcripts, degrees, and training certificates.
- ✓ Driving history to include DMV record, court records, accidents, and verifying vehicle registration and insurance.
- ✓ Local Law Enforcement Criminal History Check along with identifying legal and criminal history.
- ✓ Verification of citizenship and eligibility to work in the United States.
- ✓ Verification of Military History, to include disciplinary actions, discharge, and associated history.
- ✓ Credit, Financial History, Judgements, and Lien's records searches.
- ✓ Employment History verification through employers and through Employment Development Department (EDD)
- ✓ Contact with neighbors, relatives, and references.
- ✓ Contact with current and past employers, supervisors, and co-workers.
- ✓ Review of available personnel files, academy files, and other relevant documents.
- ✓ Status review of applications with other agencies where the candidate has sought employment.
- ✓ Identification of any indicators of substance abuse history.
- ✓ Certified Voice Stress Analysis (CVSA) exam to verify applicant's information.

# The Gumshoe Group

## PRIVATE INVESTIGATIONS

### Implementation:

As part of our service plan, The Gumshoe Group will assist you in setting up your agency to conduct background investigations using today's industry standards to include:

- ✓ Identifying agencies Minimum Standards for Employment; Age, Education, Citizenship, & Convictions
- ✓ Creating or modifying your Agency Specific Waivers (Usually the release of information form)
- ✓ Creating or modifying your Agency Specific Notices
- ✓ Creating or modifying your required document list
- ✓ Creating or modifying your Agency Specific Personal History Statement (PHS)

### Scope of Service(s):

- ✓ Peace Officer Background Investigation in accordance with CA POST Regulations (11 CCR § 1953)
- ✓ Non-Peace Officer Background Investigations in accordance with CA POST Regulations (11 CCR § 1959)
- ✓ CVSA (Computer Voice Stress Analysis) conducted by Certified Examiners.
- ✓ Background Services include (if required); LiveScan, Initial Waivers, Notary Public, Digital Photo, DMV Driving Records, Credit Report, and EDD Employment records.

### Deliverables:

Upon completion of the investigation, the agency will be provided with a detailed written investigation report that reviews the candidate's qualifications and attributes relative to POST background guidelines and dimensions. The investigative file will include:

- ✓ Backgrounds – a complete file to include an investigative report with all supporting documents in accordance with the guidelines as outlined in POST Regulations.
- ✓ CVSA (Computer Voice Stress Analysis) – an investigative report outlining questions, answers, and test results.
- ✓ Pre-Background Services – all associated documents will be included in background file.

Our Background Investigators are top in the field who provide cost effective, accurate, reliable, and professional investigations. Then let us assist you in screening your new job applicants.

We appreciate being considered for your background investigations team, and we look forward to working with you.

Sincerely,

*Ken Kramer*

Ken Kramer, Private Investigator  
The Gumshoe Group



# The Gumshoe Group, LLC

## PRIVATE INVESTIGATIONS

Voice / Fax  
(800) 669-7336

505 Merchant Street  
Vacaville, CA 95688

### RATES FOR PUBLIC SAFETY PRE-EMPLOYMENT BACKGROUND SERVICES

Background investigations are conducted using the minimum selection standards outlined by POST regulations. Agencies can establish more rigorous selection criteria. Our services can be customized to your agency's needs or to include any modified minimum standards.

Fee Schedule	
Cost	Service
\$1600 / EA	<ul style="list-style-type: none"> <li>CA P.O.S.T. Peace Officer Background (Regulation 1953) or</li> <li>CA P.O.S.T Public Safety Dispatcher (Regulation 1959)</li> </ul>
\$400 / EA	<ul style="list-style-type: none"> <li>CVSA – Computer Voice Stress Analysis</li> </ul>
\$40 / EA	<ul style="list-style-type: none"> <li>LiveScan; DOJ/FBI Fee extra or paid by agency. <b>No charge with background.</b></li> </ul>
\$85 / HR	<ul style="list-style-type: none"> <li>Completion of all agencies Notices &amp; Waivers (Cost of Notary Included) Avg one hour. <b>No charge with background.</b></li> </ul>
\$85-100 / HR	<ul style="list-style-type: none"> <li>Court / Administrative Hearing time (3 hours minimum)</li> </ul>
+20%	<ul style="list-style-type: none"> <li>Expedited Service</li> </ul>

At times, background investigations may require travel out of the area to conduct reference checks, neighborhood check, employment checks or another associated investigation. When this occurs, the contracting agency will be contacted for travel approval or alternative methods to accomplish the investigation.

Out of Area Travel Service Rates*	
Cost	Service (Out of Area Service Fees)
\$0.58	<ul style="list-style-type: none"> <li>Mileage Reimbursement Rates as published annually by IRS</li> </ul>
\$85 / Hour	<ul style="list-style-type: none"> <li>Hourly Background Investigator Rate</li> </ul>
\$100 / Hour	<ul style="list-style-type: none"> <li>Hourly CVSA Examiner Rate</li> </ul>
Cost x1.1	<ul style="list-style-type: none"> <li>Airfare, Car Rental, Hotel, etc.</li> </ul>
Cost x1.1	<ul style="list-style-type: none"> <li>Daily Per Diem as outline by GSA</li> <li><a href="https://www.gsa.gov/travel/plan-book/per-diem-rates">https://www.gsa.gov/travel/plan-book/per-diem-rates</a></li> </ul>

\*Locations beyond 75 miles of contracting agency will be charged mileage, hourly, and other travel expenses.

Our POST certified background investigators are top in the field who provide cost effective, accurate, reliable, and professional investigations. If this is how you want your applicants to describe your agency, then let us assist you in screening your new job applicants.

## Specializing in Pre-Employment Backgrounds

Rates as of January 1, 2021, good through December 31, 2021



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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT TO AGREEMENT WITH  
CAREER SERVICES CENTRAL FOR SERVICES  
PROVIDED BY COLLEGE CENTRAL NETWORK, INC.**

**REQUESTED ACTION:**

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

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**SUMMARY:**  
*CONTINUED FROM PREVIOUS PAGE*

In consideration for its right to use the CAREER SERVICES CENTRAL ASP features currently provided to the School, the School shall pay CCN:

- Year 1: The sum of \$2,182.88 no later than 11/1/21 for the period beginning 11/1/21 to 6/30/22
- Year 2: The sum of \$3,438.04 no later than 7/1/22 for the period beginning 7/1/22 to 6/30/23
- Year 3: The sum of \$3,438.04 no later than 7/1/23 for the period beginning 7/1/23 to 6/30/24

Schedule A is the current Schedule of the Additional Included Services and Modules to be provided by College Central Network throughout the Extended Term. Services include:

- Notes Manager Module
- Mentoring Network Module
- On-Campus Recruiting Module
- Community Residents Access
- Secure Internship Access
- Secure Co-op Access

Except only as specifically provided above, all other provisions of the agreement remain unchanged and in full force and effect.

The Staff recommends approval of this Agreement.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: CONTRACT CHANGE ORDER #18 TO BHM  
CONSTRUCTION, INC. FOR THE FAIRFIELD  
LIBRARY/LEARNING RESOURCE CENTER PROJECT

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

Board approval is requested for Change Order #18 to the contract with BHM Construction, Inc. (BHM), the general contractor for the Fairfield Library/Learning Resource Center (LLRC) Project. On October 16, 2019 the Board approved a contract with BHM for the Fairfield LLRC 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: Provide complete functionality of new LLRC building

Ed. Code: Board Policy: Estimated Fiscal Impact: \$215,604.00 State/Measure Q/CARES 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

Susan Wheat  
V.P., Finance & Administration

VICE PRESIDENT APPROVAL

November 19, 2021

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

December 1, 2021  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT CHANGE ORDER #18 TO BHM  
CONSTRUCTION, INC. FOR THE FAIRFIELD  
LIBRARY/LEARNING RESOURCE CENTER PROJECT**

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**SUMMARY:**  
*CONTINUED FROM THE PREVIOUS PAGE*

During the process of construction, RFI (Request for Information) / submittal review and project inspection, the following issues / changes were noted / required:

- Additional drywall for previous changes to in-wall box locations.
- Concrete material and labor escalation costs due to COVID-19 project delays.
- IOR (Inspector) requested additional sprinklers added below ducts/cable tray for code compliance.
- Additional sealant required due to color in the field not matching submittal sample.
- Cost to expedite substitute aluminum for interior storefront due to COVID-19 delays.
- Revision of perimeter soffits due to field conflicts with restraint brace frames.
- Additional thermafusers and controls in TV Studio.
- Owner-requested TV Studio control room glass soundproofing upgrade.
- Relocate fire alarm and lighting control boxes due to wall talker conflicts.
- Add mechanical grilles not detailed in drawings.
- Additional manufacturer and code required fire caulking for elevator shaft.
- Additional exterior storefront flashing/bat-proofing not detailed in drawings.
- Code required added seismic duct bracing.
- Replacement exterior sprinkler trim to match surrounding panels.
- Drywall repair required following storefront water testing.
- Water heater access panel not specified in drawings.
- Additional framing and drywall for drift joints not sufficiently detailed in drawings.
- Door closers not detailed in drawings.
- Relocate power outlets in 2nd floor IDF insufficiently detailed in drawings.
- Reconfigure/reposition lighting due to seismic requirements.

BHM Construction, Inc's Change Order Request includes all costs of both time and materials of the aforementioned changes.

Following is a summary of the Contract:

\$30,279,100.00	Original Contract Amount
\$2,451,729.02	Previously Approved Change Orders (17)
<u>\$215,604.00</u>	Proposed Change Order #18
\$32,946,433.02	NEW Contract Amount, Including Change Order #18

The Board is asked to approve this Change Order #18 to BHM Construction, Inc. in the amount of \$215,604.00 resulting in a new contract amount of \$32,946,433.02.

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



**SOLANO SWINERTON**  
COMMUNITY COLLEGE MANAGEMENT & CONSULTING

# Change Order

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

Change Order # 18  
Project Number: 19-009  
Date: 1-Dec-21

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

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

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

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

**The Contract is Changed as Follows:**

<u>PCO No.</u>		
162.1	Additional drywall for previous changes to in-wall box locations	\$4,625.00
163	Concrete material and labor escalation costs due to COVID project delays	\$21,209.00
169.3	IOR Requested additional sprinklers added below ducts/cable tray for code compliance	\$72,371.00
176	Additional sealant required due to color in the field not matching submittal sample	\$3,586.00
177b.1	Cost to expedite substitute aluminum for interior storefront due to COVID delays	\$5,386.00
179	Revision of perimeter soffits due to field conflicts with BRB frames	\$21,487.00
181.1	Additional thermafusers and controls not detailed in drawings	\$6,598.00
183	Owner requested TV Studio control room glass soundproofing upgrade	\$11,294.00
184	Relocate fire alarm and lighting control boxes due to wall talker conflicts	\$4,815.00
185	Add mechanical grilles not detailed in drawings	\$1,025.00
186	Additional manufacturer and code required fire caulking for elevator shaft	\$5,466.00
187	Additional exterior storefront flashing/bat proofing not detailed in drawings	\$15,478.00
189	Code required added seismic duct bracing	\$19,147.00
190	Replacement exterior sprinkler trim to match surrounding panels	\$803.00
191	Drywall repair required following storefront water testing	\$1,407.00
192	Water heater access panel not specified in drawings	\$865.00
193.1	Additional framing and drywal for drift joints not sufficiently detailed in drawings	\$12,957.00
194	Door closers not detailed in drawings	\$1,652.00

195 Relocate power outlets in 2nd floor IDF insufficiently detailed in drawings

\$2,501.00

196 Reconfigure/reposition lighting due to seismic requirements

\$2,932.00

**TOTAL COST OF CHANGE ORDER**

**Add** \$215,604.00

**Deduct** \$0.00

**FINAL CHANGE ORDER AMOUNT:**

**\$215,604.00**

Original Contract Sum:	\$ 30,279,100.00
Total Change By Previous Change Order:	\$ 2,451,729.02
Contract Sum Prior to This Change Order:	\$ 32,730,829.02
Original Contract Sum will be Increased by This Change Order:	\$215,604.00
The New Contract Sum Including This Change Order Will Be:	\$ 32,946,433.02
The New Contract Completion Date Will Be:	7/11/2022
Contract Time Will Be Unchanged by This Change Order:	X
The Date Of Substantial Completion As Of This Change Order Is:	1/18/2022

CM: \_\_\_\_\_  
 Swinerton Management and Consulting  
 260 Townsend St dreet  
 San Francisco, CA 94107

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

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

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

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

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

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

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

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: AGREEMENT BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT AND CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT FOR CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

This agreement is entered into by and between the Chabot-Las Positas Community College District (CLPCCD) on behalf of its California Early Childhood Mentor Program and the Solano Community College District (SCCD).

The CLPCCD has applied for and has received a grant from the California State Department of Education for the purposes of operating a Mentor Program.

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: \$10,100 Income</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**

November 17, 2021

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 1, 2021

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

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

**SUBJECT:** **AGREEMENT BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT AND CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT FOR CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM**

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**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE*

The CLPCCD has received authorization from its Board of Trustees to enter into agreement with California community colleges to provide such services as: coordinating and offering an adult supervision course and seminars for mentors and directors; coordinating and developing mentoring programs; offering honoraria for faculty working with the college mentoring program; providing books and other instructional materials for mentors; and printing and copying mentor materials.

A copy of the Agreement is available for review in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of the Vice President of Academic Affairs.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT AGREEMENT  
CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM

This Agreement is being executed as of September 1, 2021 for the contract term beginning September 1, 2021, entered into by and between: the Chabot-Las Positas Community College District (CLPCCD), hereinafter known as the "District," on behalf of its California Early Childhood Mentor Program, hereinafter known as the "Mentor Program," and Solano Community College/Solano County Community College District, hereinafter known as "Contractor."

This agreement is entered into through the Chabot-Las Positas Community College District Board of Trustees approval process, pursuant to its meeting on August 17, 2021

Appropriation or Grant Number 21-7015

RECITALS:

Whereas, the Chabot-Las Positas Community College District has applied for and has received a grant from the California State Department of Health and Human Services for the purposes of operating a Mentor Program; and

Whereas, the CLPCCD has received authorization from its Board of Trustees to enter into agreements with California community colleges to provide such services as: coordinating and offering an adult supervision course and seminars for mentors and directors; coordinating and developing mentoring programs; offering honoraria for faculty working with the college mentoring program; providing books and other instructional materials for mentors; and printing and copying mentor materials.

Now, therefore, the parties agree as follows:

1. **TERM:** The term of this Agreement shall commence on September 1, 2021 and terminate June 30, 2022 except as otherwise set forth in this agreement.
2. **SERVICES TO BE RENDERED BY CONTRACTOR:** The services to be rendered are incorporated by reference as in attachment A. If any terms of the attachment and this Agreement are in conflict, this Agreement shall prevail.
3. **PAYMENT:** Invoice to be submitted and payment as a stipend to be made by District to Contractor shall be as set forth in Attachment A.
4. **INDEPENDENT CONTRACTOR:** The parties agree that with regard to this Agreement, Contractor is an independent contractor and not an employee of the District.
  - a. Any terms in this Agreement or its attachments referring to direction from the District shall be construed as providing for direction as to policy and the result of work only, and not as to the means by which such a result is obtained.
5. **EXPENSES FOR EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** Contractor shall supply, at no cost or charge to District, all equipment, tools, materials, and/or supplies to accomplish the services agreed to be performed unless otherwise provided in this agreement; District shall not

be liable to Contractor for any expenses paid or incurred by Contractor not provided for in this agreement unless otherwise agreed to in advance in writing.

6. ASSIGNMENT: Contractor shall not assign this Agreement nor the consideration payable under this Agreement without the written consent of the District.
7. TERMINATION: District may terminate this Agreement for District's convenience and without cause at any time by giving the other parties written notice of such termination. The notice shall specify the date upon which the termination becomes effective. In the event of such termination, Contractor shall be paid for his/her services that have been performed to the satisfaction of the District under this Agreement, up to the date of termination. Any payment by District shall be conditioned on Contractor providing to the District any and all materials required by District related to the services rendered.
8. WRITTEN NOTICE: All notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties.
  - a. Any party by a written notice to the other parties may change the address of notice or the names of the persons or parties to receive written notice.
9. GOVERNING LAW: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of the Agreement shall be in Dublin, California.
10. SEVERABILITY: If any term, provision, covenant, or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.
11. NON-WAIVER: The failure of any party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
12. NO AUTHORITY TO BIND DISTRICT: Contractor has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create the relationship of agent, servant, employee, partnership or joint venture with the District.
13. AMENDMENTS: No amendment to this Agreement shall be effective unless it is in writing and signed by all parties.
14. CONFLICT OF INTEREST: Contractor states that it is familiar with provisions of Section 87100 et seq. of the Government Code and certifies that it does not know of any facts which constitute a violation of said provisions. In the event contractor receives any information subsequent to

execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify District of such information.

15. **DAMAGES:** Contractor shall be responsible for any and all damages resulting in whole or in part from Contractor's acts or omissions.
16. **INDEMNIFICATION:** District agrees to defend and indemnify and hold harmless Contractor, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of District, its Board of Trustees, officers, agents, and employees.
  - a. Contractor agrees to defend and indemnify and hold harmless District, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of Contractor, its Board of Trustees, officers, agents, and employees.
  - b. Contractor's obligations under this section 16 shall survive the termination of this Agreement.
17. **COMPLIANCE WITH LAWS AND REGULATIONS:** Contractor shall keep informed of all laws and governmental regulations that may affect its obligations. It shall observe and comply with, and shall cause all its agents, employees, consultants, and subcontractors to observe and comply with all said laws and regulations, including obtaining business permits and licenses that may be required to carry out the work to be performed under this Agreement, including all applicable provisions for subrecipient monitoring of federal funding awards.
18. **LIABILITY OF DISTRICT:** District's obligations under this Agreement shall be limited to the payment of the compensation as provided for in Section 3 of this Agreement but shall also include activities as provided for in Attachment A. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
19. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, District and Contractor shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. District and Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. District and Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment

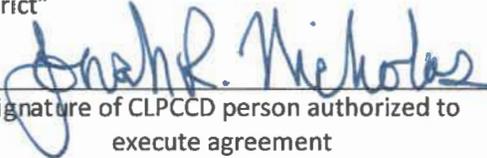
and Housing Commission implementing Government Code Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as it set forth in full. District and Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- 20. BUDGET CONTINGENCY: This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the Fiscal Year(s) covered by this Agreement for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- 21. ENTIRE AGREEMENT/MODIFICATION: This writing sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only by a written document executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date specified immediately adjacent to their signatures below.

"District"

By:

  
Signature of CLPCCD person authorized to execute agreement

Print Name: Jonah Nicholas  
Title: Vice Chancellor Business Services

Date:

9/30/21

"Contractor"

By:

Signature

Print Name: David Williams

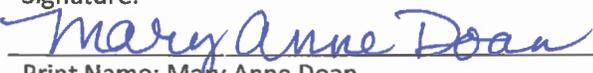
Title: Vice President, Academic Affairs  
Solano Community College

Address: 4000 Suisun Valley Road  
Fairfield, CA 94534

Date:

Recommended By:

Signature:



Print Name: Mary Anne Doan  
Title: Director, California Early Childhood Mentor Program  
Address: 25555 Hesperian Blvd, Hayward, CA 94545  
Date:

9/22/21



**Attachment A**  
**Solano Community College/Solano County Community College District**  
**September 1, 2021 – June 30, 2022**

- A. Chabot-Las Positas Community College District on behalf of the California Early Childhood Mentor Program shall provide the following resources for implementation of the Contractor's program, subject to the District's approval:
1. Updated materials and assistance to facilitate implementation of the program including a *Program Manual*, an In-Service Training Resource Guide, reporting forms and one-on-one technical assistance.
  2. \$1485 for instructional costs related to the offering of a Mentor Seminar, as described in the *Program Manual*. The Coordinator may make a written request to the District for an additional \$1,584 maximum to offer the Mentor Teacher/Adult Supervision Course in the contract year.
  3. \$2806 for the Contractor's Local Coordinator to implement and develop the program, arrange for the course offering, recruit prospective Mentors, place student teachers with Mentors and approve Post-Practicum, Individual Student Mentoring, Mentoring Record, Birth to Three/FCCH Mentoring Record. The Contractor's Coordinator may be paid directly by the Chabot-Las Positas Community College District in the sole discretion of the District. The District reserves the right to withhold and/or reduce the Coordinator payment if responsibilities listed in Section B are not fulfilled in a timely manner.
  4. \$5514 in stipend support for 3 Mentors. All stipends will be paid directly by the Chabot-Las Positas Community College District and calculated according to the formula and procedures currently described in the *Program Manual* and as may reasonably be revised by the District. Stipends are for the following purposes:
    - Practicum placement(s) for mentoring practicum students placed with Mentors
    - Post-Practicum Stipend(s) to support Mentors for continued mentoring of protégés who were former practicum students placed with Mentors
    - Individual Student Mentoring Contract(s) to support pairing a Mentor with an Early Childhood Education student for non-course based contact time
    - Mentoring Record Hour(s) to support Mentors as they offer hourly mentoring services
    - Birth to Three/FCCH Mentoring Record Hour(s) to support Mentors as they offer hourly mentoring services for Infant/Toddler and Family Child Care teachers and providers
    - In-Service Training stipends for Mentors for fulfilling the In-Service training requirements as set forth in the *Program Manual*
  5. \$211.25 for materials for Mentors (books, Environment Rating Scales, instructional materials, etc.) and/or printing and copying costs for program implementation or Mentor materials. Coordinators may be reimbursed directly by the Chabot-Las Positas Community College District in the sole discretion of the District, or through their local college.
- B. Contractor as a college agrees to designate a Local Coordinator. The Coordinator shall be responsible for the following activities:
1. Promoting the program on campus and in the community.

2. Enrolling teachers and providers in the Mentor Teacher/Adult Supervision Course, based on the syllabus provided in the *Program Manual* and as may reasonably be revised by the District. The Contractor as a college agrees to enroll students and to issue credit. The Contractor also agrees that it will accrue no ADA when instructional costs are reimbursed. Students pay tuition if they are receiving credit.
3. Adhering to the Policy on the Mentor Option in Campus Labs as currently described in the *Program Manual* and as may reasonably be revised by the District.
4. Petitioning the District in writing that Mentor pool size be increased in an academic year. In such cases, determination will be made by Mentor Program staff based on current statewide allocations and student placement rates at the local college.
5. Maintaining eligibility requirements for Mentor Teachers in accordance with program policy as currently described in the *Program Manual* and as may reasonably be revised by the District.

#### Professional Growth

6. Facilitating or arranging for facilitation by Mentors with at least 3 years of experience with the program (for leadership development purposes) of a 1-2 unit credit-optional monthly Seminar for Mentors to build a reflective community of practice to discuss issues they confront in supervising student teachers, combined with further study of supervision, leadership and mentoring skills.
7. Providing Mentor Seminar Instructors with Mentor and leadership materials such as the *Growing Leaders In-Service Training Resource Guide*, or other current instructional materials as supplied by the District.
8. Ensuring that facilitators for the Mentor Seminars are regularly evaluated in accordance with college policies.
9. Supporting Mentor In-Service Training activities with Mentor materials and other appropriate funding where available.

#### Placements and Stipend Activities

10. Working within the college's administrative procedures to institutionalize the Mentor Program. This includes seeking curriculum committee approval for courses, including program information in the college catalog and course schedule, and establishing load credit for practicum instructors who support placements with Mentors.
11. Providing the District with official course outlines for all courses in which students may be placed with Mentors.
12. Placing students with Mentors, acting as intermediary between the student and Mentor, and monitoring the Mentors' work. The college agrees to offer the placement with a Mentor as an alternative to the existing practicum course(s).
13. Overseeing student placements with Mentors to ensure only one student will be in the Mentor's classroom at a time.
14. Approving the following as currently described in the *Program Manual* and as may reasonably be revised by the District:
  - Mentor-protégé contracts for Post-Practicum placements;
  - Mentor-student contracts for Individual Student Mentoring;
  - Hourly Mentoring Record stipends for short-term mentoring services;

- Hourly Birth to Three/FCCH Mentoring Record stipends for short-term mentoring services for Infant/Toddler and Family Child Care teachers and providers;
15. Serving, if requested and willing, as a Field Trainer as currently described in the *Program Manual* and as may reasonably be revised by the District.

#### Payments

16. Submitting the signed **Designation of Coordinator form** and this signed **Letter of Agreement** to the District no later than **December 1st of this contract year**. Acknowledging that the Coordinator's stipend and any reimbursements due to the college will be withheld until these signed documents are received by the Mentor Program Office at Chabot College.
17. Maintaining records of all costs and disbursements and reporting these monthly to the District in a timely and accurate manner within thirty days of expenditures. Pay may be docked in the following years' **Letter of Agreement** for all late paperwork.
18. Making and enforcing deadlines with all Mentors for dates when their forms must be submitted to the Coordinator.
19. Submitting all forms approving the placement within 30 days of placement beginning.
20. Submitting authorizations to pay all stipends within 30 days following the end of the placement.
21. Submitting all fiscal reporting to the District no later than **June 1<sup>st</sup> of each contract year**.
22. Submitting all requests for reimbursement to the District no later than **June 13<sup>th</sup> of each contract year**.
23. Acknowledging that the Coordinator's payment may be withheld and/or reduced if reporting is not accomplished in a timely manner, and may be reflected in following years' budget.
24. Applying for and utilizing Additional Funding to Support Instructional Costs for an Adult Supervision Course if appropriate.

#### Evaluations

25. Facilitating program evaluation.
26. Requiring completion of Student Evaluation of Mentor Teacher

#### Agreements and Reports

27. Completing and submitting to the District Quarterly Reports as follows:
- First Quarter: August 1 to October 31, due **October 31<sup>st</sup> of each contract year**
  - Second Quarter: November 1 to January 31, due **January 31<sup>st</sup> of each contract year**
  - Third Quarter: February 1, to April 30, due **April 30<sup>th</sup> of each contract year**
28. Completing and submitting to the District all Annual Reporting materials on or before **June 1<sup>st</sup> of each contract year**.

#### Mentor Program Meetings

29. Attending all required Coordinator meetings and/or being responsible for acquiring and understanding the information and materials presented at these meetings.

#### Maintaining Records

30. Keeping records on each Mentor's placement history, student evaluations of the Mentor, the Mentor's application and re-certification, and stipend amounts.

31. Maintaining program data and records in archives for five years.

C. Contractor will designate an instructor who will be responsible for teaching the Mentor Teacher/Adult Supervision Course, a 2-unit course on adult supervision skills for Mentor candidates, based on a course syllabus included in the *Program Manual* and as may be reasonably revised by the District.

D. Contractor agrees to provide the following resources for implementation of the program:

1. Facilities for the Mentor Teacher/Adult Supervision Course, Selection Committee training and meetings, the Mentor Seminar as currently described in the *Program Manual* and as may be reasonably revised by the District.

2. Funds for program costs in excess of amounts provided in Section A of this agreement.

E. District reserves the right to withdraw the resources listed in Section A for non-performance of activities and requirements listed in Sections B through D. Written notice of such withdrawal—and a procedure and timeline to appeal such a decision—will be provided to Contractor. Under some circumstances a program may be put on written probationary notice for six months to one year, and a determination will be made after performance is reviewed if resources will be withdrawn.



## **California State Preschool Program Continued Funding Application Fiscal Year 2022–23**

California State Preschool Program (CSPP) contractors who wish to be considered for continued funding for fiscal year (FY) 2022–23 must read the accompanying instructions and fully and accurately complete this application for continued funding. Instructions may be accessed on the Continued Funding Application (CFA) web page at: <https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

Please note that CSPP contractors have no vested right to a subsequent contract. Completion of this CFA does not guarantee a renewal of funding. Upon completion of this CFA the California Department of Education (CDE) will review the application and may contact your agency seeking additional information. If the CDE determines your agency will not be renewed for a subsequent contract year, you will be notified in writing no later than April 7, 2022, pursuant to the *California Code of Regulations*, Title 5 (5 CCR). CSPP contractors who apply for and are approved for continued funding do not need to sign a contract with the CDE to provide CSPP services for FY 2022–23, as contracts will be automatically renewed in accordance with all applicable federal and state laws as well as all CSPP Funding Terms and Conditions and Program Requirements that will be incorporated into the 2022–23 CSPP contract. By signing this CFA, the CSPP contractor is indicating that it wishes to automatically renew the CSPP contract for FY 2022–23 and is willing to, and does accept, all of the terms and conditions of the CSPP contract, which will be provided to the CSPP contractor no later than June 1, 2022. The CSPP contractor may reject the FY 2022–23 CSPP contract by providing the CDE with a written notice no later than July 1, 2022. Instructions on how to provide written notice of rejection of the terms of the new FY 2022–23 contract will be provided in forthcoming communication, on or before June 1, 2022, to CSPP contractors.

Failure to submit the CFA in a timely manner shall constitute as a notice to the CDE of the intent to discontinue services at the end of the current contract year, unless the CSPP contractor has received a written notice of extension of time from the CDE. If the CFA is returned to the CDE in a timely manner but is not fully and accurately completed, funding for FY 2022–23, if approved, may be delayed.

If you have any questions regarding the CFA, please contact [CFA@cde.ca.gov](mailto:CFA@cde.ca.gov).

**Section I – CSPP Contractor Information**

Legal Name of CSPP Contractor: Solano Community College District

CSPP Contractor *Doing Business As* (DBA): Solano Community College District

Headquartered County: 48 Solano

Vendor Number: 7055

Executive Director Name: Celia Esposito-Noy

Executive Director Telephone Number: 707-864-7112

Executive Director Fax Number:

Executive Director Email Address: celia.esposito-noy@solano.edu

Legal Business Address: 4000 Suisun Valley Road

City: Fairfield

Zip Code: 94534

Mailing Address (if different from above):

City:

Zip Code:

Name of Person Completing the CFA: Christie Speck

Title of Contact Person Completing the CFA: Director

Contact Person Telephone Number: 707-864-7183

Contact Person Email Address: christie.speck@solano.edu

**Contractor Name:**

**Vendor #: County:**

Solano Community College District

7055

48 Solano

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## Section II – CSPP Contract Type

Check all applicable boxes indicating the programs the CSPP contractor intends to continue to administer for the Fiscal Year 2022–23. The CSPP contractor agrees to continue implementation of these programs with funds provided by the CDE.

### CSPP Type

- Full-Day/Full-Year
- Part-Day/Part-Year
- Family Childcare Home Education Network

**Contractor Name:** Solano Community College District      **Vendor #:** 7055      **County:** 48 Solano

**Section III – CSPP Contractor’s Officers and Board of Directors Information**

Does the CSPP contractor have a board of directors?     Yes       No

If no, please explain the entity type and the governance structure (i.e., number of owners and partnership).

Have any of the listed officers, board members, owners or other governing individuals ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

Yes       No

If yes, list on a separate page the officer(s), board member(s), owner(s) or other governing individual(s) to which this applies and include the former agency(ies) with which the individual(s) was/were previously affiliated and the circumstances leading to the termination, involuntary non-renewal or debarment.

List all officers and board members/governing individuals (i.e., owner, director, etc.) Attach additional sheets as necessary.

Officer, Board Member, Owner or Governing Individual Name	Title	Telephone Number	Mailing Address	Email Address
Denis Honeychurch	President	707-429-3111	823 Jefferson St Suite C Fairfield, CA 94533	denis.honeychurch@solano.edu
Sarah E. Chapman	Vice President	707-480-2346	4000 Suisun Valley Rd Fairfield, CA 94534	sarah.chapman@solano.edu
Quinten R. Voyce	Trustee	707-864-7299	4000 Suisun Valley Rd Fairfield CA 94534	quinten.voyce@solano.edu



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## Board Members

- [Governing Board Ad hoc and Sub-committees](#)

### District Governing Board

Board Member Information		First Elected	Term Expires	Area
<p><b>Denis Honeychurch, J.D.</b>  <b>President</b>            823 Jefferson Street, Suite C            Fairfield, CA 94533            (707) 429-3111            E-mail: <a href="mailto:Denis.Honeychurch">Denis.Honeychurch</a></p>		December 1985	2022	<b>Area #4</b> Fairfield, Vacaville, Travis Air Force Base
<p><b>Sarah E. Chapman, Ph.D.</b>  <b>Vice President</b>            4000 Suisun Valley Road            Fairfield, CA 94534-3197            (707) 480-2346            E-mail: <a href="mailto:Sarah.Chapman">Sarah.Chapman</a></p>		December 2010	2022	<b>Area #6</b> Vacaville
<p><b>Quinten R. Voyce</b>            4000 Suisun Valley Road            Fairfield, CA 94534-3197            (707) 864-7299            E-mail: <a href="mailto:Quinten.Voyce">Quinten.Voyce</a></p>		December 2016	2024	<b>Area #5</b> Fairfield, Green Valley, Cordelia
<p><b>Karimah Karah, J.D.</b>            51 Daniels Avenue            Vallejo, CA 94590            (415) 250-1978            E-mail: <a href="mailto:Karimah.Karah">Karimah.Karah</a></p>		December 2018	2022	<b>Area #1</b> Vallejo
<p><b>Michael A. Martin</b>            4000 Suisun Valley Road            Fairfield, CA 94534-3197            (530) 908-8118            E-mail: <a href="mailto:Michael.Martin">Michael.Martin</a></p>		December 2012	2024	<b>Area #7</b> Vacaville, Dixon, Winters



**Rosemary Thurston**  
 4000 Suisun Valley Road  
 Fairfield, CA 94534-3197  
 (707) 643-2450  
 E-mail: [Rosemary.Thurston](mailto:Rosemary.Thurston)



**A. Marie Young**  
 4000 Suisun Valley Road  
 Fairfield, CA 94534-3197  
 (707) 552-6480  
 E-mail: [A. Marie Young](mailto:A.Marie.Young)



**Jack Flynn**  
**Student Trustee**  
 Solano Community College  
 4000 Suisun Valley Road  
 Fairfield, CA 94534-3197  
 (707) 864-7168  
 E-mail: [strustee@solano.edu](mailto:strustee@solano.edu)



**Celia Esposito-Noy, Ed.D**  
**Board Secretary**  
 Solano Community College  
 4000 Suisun Valley Road  
 Fairfield, CA 94534-3197  
 (707) 864-7112  
 E-mail: [Celia Esposito-Noy](mailto:Celia.Esposito-Noy)

December 2008	2024	<b>Area #3</b> Benicia, Vallejo, Suisun
December 2006	2022	<b>Area #2</b> Vallejo
2021	2022	<b>Student Body</b>

[△ Top of Page](#)

**Governing Board Ad hoc and Sub-committees**

**Audit Subcommittee**

Chair: Trustee Young; Trustee Karah, Trustee Thurston

**Citizens' Bond Oversight Committee (CBOC)**

Chair: Trustee Thurston; Trustee Martin, Trustee Young

**CCCT Board of Directors Subcommittee**

Chair: Trustee Honeychurch, Trustee Chapman

**Policies and Procedures Adhoc Subcommittee**

Chair: Trustee Thurston; Trustee Young, Trustee Chapman

**Superintendent-President's Measure Q Adhoc Subcommittee**

Trustee Joyce, Trustee Thurston, and Trustee Young  
 Alternates: Trustee Honeychurch and Trustee Martin

**Board Self-Evaluation Adhoc Subcommittee**

Chair: Trustee Thurston; Trustee Chapman, Trustee Young

**Accreditation Leadership Adhoc Subcommittee**

Chair: Trustee Young; Trustee Chapman, Trustee Martin

**Contractor Name:**

**Vendor #: County:**

Solano Community College District

7055 48 Solano

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**Section IV – Program Narrative**

- A. Please select the box below if the CSPP contractor **does not** have programmatic or calendar changes to their CSPP.

No changes

- B. Please select all applicable fields below if the CSPP contractor **does** have programmatic or calendar changes to their CSPP. Programmatic or calendar changes require completion of a form ELCD 3704A. This form is available on the CFA web page at: <https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

**Note:** Program calendars must be submitted for both the part-day/part-year CSPP and the full-day/full-year CSPP, as applicable. Making changes to the Minimum Days of Operation (MDO) does not change the contract Maximum Reimbursable Amount (MRA).

Programmatic change

Calendar change

**Contractor Name:**

**Vendor #: County:**

Solano Community College District

7055 48 Solano

**Section V – CSPP Personnel Certification**

The State of California requires any CSPP contractor receiving child care and development funds, disbursed by the CDE, to employ fully qualified personnel as stipulated in the *California Education Code (EC)*; and the *California Code of Regulations, Title 5 (5 CCR)*; and the Funding Terms and Conditions of the CSPP contract.

I certify, as the authorized agent representing this CSPP contractor, that I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All staff employed in CDE funded CSPP are fully qualified for their respective positions. The exception to this certification is a person employed as Program Director or Site Supervisor who possesses a current Staffing Qualifications Waiver approved by the Early Education Division (ELCD).

**Signature of the CSPP Contractor's Authorized Representative:**

**Printed Name and Title of the CSPP Contractor's Authorized Representative:**

Celia Esposito-Noy Ed.D Superintendent-President

**Date of Signature:**

**Authorized Representative's Telephone Number:**

707-864-7112

**Authorized Representative's Email Address:**

celia.esposito-noy@solano.edu

**Contractor Name:**

Solano Community College District

**Vendor #: County:**

7055 48 Solano

**Section VI – Subcontract Certification**

A. Please select the box below if the CSPP contractor **does not** have subcontractors, and move to section VII:

No subcontractors

B. Please select the box below if the CSPP contractor **does** have subcontractors, and complete the information and sign in the section below. CSPP Contractors who subcontract CSPP services will need to complete and submit the form ELCD 3704B. The form is available on the CFA web page at:

<https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

Subcontractors

I certify that the contractual arrangement(s) listed above are made in adherence to the required subcontract provisions contained in the 5 CCR, and the Funding Terms and Conditions of the CSPP contract.

I understand that signing this certificate does not lessen the legal responsibility for the CSPP contract requirements. As the CSPP contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term.

**Signature of the CSPP Contractor's Authorized Representative:**

**Printed Name and Title of the CSPP Contractor's Authorized Representative:**

Celia Esposito-Noy Ed.D Superintendent-Pre

**Date of Signature:**

**Authorized Representative's Telephone Number:**

707-864-7112

**Authorized Representative's Email Address:**

celia.esposito-noy@solano.edu

<b>Contractor Name:</b>	<b>Vendor #:</b>	<b>County:</b>
Solano Community College District	7055	48 Solano

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### Section VII – CSPP Contractor Certification

- Under penalty of perjury, I certify the following:
- I am authorized by the CSPP contractor’s Board of Directors or other governing authority to execute this CFA, signifying their intent to automatically renew the current contract for FY 2022–23, under new terms and conditions to be established by the CDE, unless rejected in writing prior to the effective date of the new CSPP contract on July 1, 2022.
- On behalf of the CSPP contractor and its governing authority, we understand some information requested in this CFA is intended for use by CDE auditors in connection with future audit work and performance reviews and may not be used, or even reviewed or considered by the CDE until well after the CSPP contract has expired, if ever. Therefore, we further understand that the information (and any underlying transactions) disclosed by this CFA shall not be considered properly noticed to the CDE, nor approved, accepted or authorized by the CDE, even if our request for continued funding by the CDE is subsequently approved.
- The governing board members have been trained in understanding conflict of interest requirements associated with their positions on the board and have reported all known conflicts of interest.
- I have supervisory authority over the CSPP, have actual, personal knowledge of the information provided in this CFA and certify that it is true and correct in all material respects.
- I am familiar with and will ensure that the CSPP contractor complies with all applicable program statutes and regulations, including:
  - Subcontracting requirements, including competitive bidding, CDE approval, and audit requirements in 5 CCR.
  - Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm’s length, and (ii) employment limitations stated in *Education Code*.
  - Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount and other provisions in 5 CCR, Accounting and reporting requirements in 5 CCR.
  - Operational and programmatic requirements.

**Contractor Name:**

Solano Community College District

**Vendor #: County:**

7055 48 Solano

By signing this CFA, the CSPP contractor is indicating that it wishes to automatically renew the current CSPP contract for FY 2022-23 and, if approved, is willing to, and does accept, all of the terms and conditions of the CSPP contract, which will be provided to the CSPP contractor no later than June 1, 2022. The CSPP contractor may reject the FY 2022–23 CSPP contract by providing the CDE with a written notice of rejection no later than July 1, 2022. Instructions on how to provide written notice of rejection of the terms of the new FY 2022–23 contract will be provided in forthcoming communication, on or before June 1, 2022, to CSPP contractors.

**Signature of the CSPP Contractor's  
Authorized Representative:**

**Printed Name and Title of the  
CSPP Contractor's  
Authorized Representative:**

Celia Esposito-Noy Ed.D Superintendent-Pres

**Date of Signature:**

**Authorized Representative's  
Telephone Number:**

707-864-7112

**Authorized Representative's Email  
Address:**

celia.esposito-noy@solano.edu

**Contractor Name:**

**Vendor #: County:**

Solano Community College District

7055 48 Solano

**Section VIII – Certification of CSPP Contractor Information in the  
Child Development Management Information System**

CSPP contractors are required to review all information in the Child Development Management Information System (CDMIS) and update any outdated or incorrect information. To review the information and submit changes, log on to the CDMIS at <https://www4.cde.ca.gov/cdmis/default.aspx>.

As the authorized representative of the CSPP contractor listed below, I certify, under penalty of perjury, that I have reviewed all of the information for

Solano Community College District

and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

- Executive Director/Superintendent information
- Program Director information
- Sites and Licenses and/or Office information
- CSPP Family Child Care Home Education Network (FCCHEN) provider summary information

To the best of my knowledge, the information on the CDMIS website reflects accurate information for the

Solano Community College District

as of the date this certification is signed.

**Program Director/Authorized Representative Signature:**

**Date Signed:**

**Printed Name of Program Director/Authorized Representative:**

Christie Speck

<b>Contractor Name:</b>	<b>Vendor #:</b>	<b>County:</b>
Solano Community College District	7055	48 Solano

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### **Section IX – Required Attachments**

All attachments and/or documentation below must be completed and included when submitting the CFA. Attachments A-J are located on the CFA web page at: <https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

- A. Fiscal Year 2022–23 Program Calendar (ELCD-9730)**
- B. Payee Data Record (STD. 204) (Non-public agencies only)**
- C. Payee Data Record Supplement (STD. 205) (Non-public agencies only, as applicable)**
- D. Secretary of State (Non-public agencies only)**
- E. Verification of School District Name and Address (Public agencies only)**
- F. Program Narrative Change (ELCD 3704A) (As applicable)**
- G. Subcontractor Certification (ELCD 3704B) (As applicable)**
- H. California Civil Rights Laws Certification (CO-005)**
- I. Contractor Certification Clauses (CCC 04/2017)**
- J. Federal Certification (CO.8)**
- K. For Public Agencies only, include a copy of the agency’s board resolution and/or minutes authorizing signature on this document, and a delegation of authority, if applicable**

**Contractor Name:**

**Vendor #: County:**

Solano Community College District

7055 48 Solano

**Section X – CFA Checklist**

<b>Section</b>	<b>Section Description</b>	<b>Page</b>	<b>Check</b>
Section I	CSPP Contractor Information	2	<input checked="" type="checkbox"/>
Section II	CSPP Contract Type	3	<input checked="" type="checkbox"/>
Section III	CSPP Contractor's Officers and Board of Directors Information	4	<input checked="" type="checkbox"/>
Section IV	Program Narrative	5	<input checked="" type="checkbox"/>
<b>Section V*</b>	<b>CSPP Personnel Certification</b>	6	<input checked="" type="checkbox"/>
<b>Section VI*</b>	<b>Subcontractor Certification</b>	7	<input checked="" type="checkbox"/>
<b>Section VII*</b>	<b>CSPP Contractor Certification</b>	8	<input checked="" type="checkbox"/>
<b>Section VIII*</b>	<b>Certification of CSPP Contractor Information in the CDMIS Database</b>	10	<input checked="" type="checkbox"/>
Section IX A.	CSPP Program Calendar(s) (ELCD-9730)	11	<input checked="" type="checkbox"/>
<b>Section IX B.*</b>	<b>State of California, Payee Data Record (STD. 204) (non-public agencies only)</b>	11	<input type="checkbox"/>
<b>Section IX C.*</b>	<b>Payee Data Record Supplement (STD. 205) (Non-public agencies only)</b>	11	<input type="checkbox"/>
Section IX D.	Secretary of State search results (non-public agencies only)	11	<input type="checkbox"/>
Section IX E.	Verification of School District Name and Address search, as applicable	11	<input checked="" type="checkbox"/>
Section IX F.	Program Narrative Change (ELCD 3704A)	Insert after page 5	<input type="checkbox"/>

**Contractor Name:** **Vendor #:** **County:**

Solano Community College District                      7055      48 Solano

Section Number	Section Description	Page Number	Check Box
Section IX G.	Subcontractor Certification (ELCD 3704B)	Insert after page 7	<input type="checkbox"/>
<b>Section IX H.*</b>	<b>California Civil Rights Laws Certification (CO-005)</b>	11	<input checked="" type="checkbox"/>
<b>Section IX I.*</b>	<b>Contractor Certification Clauses (CCC 04/2017)</b>	11	<input checked="" type="checkbox"/>
<b>Section IX J.*</b>	<b>Federal Certification (CO.8)</b>	11	<input checked="" type="checkbox"/>
<b>Section IX K.*</b>	<b>For Public Agencies, include a copy of the agency's board resolution or minutes authorizing signature on this document, and a delegation of authority, if applicable</b>	11	<input checked="" type="checkbox"/>

All Sections must be included in the CFA package, as applicable  
\***Bolded sections require a signature**

## CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

## CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):

Solano Community College District

---

2. Federal ID Number:

94-6002197

---

3. By (Authorized Signature):

4. Printed Name and Title of Person Signing:

Celia Esposito-Noy Ed.D Superintendent-President

---

5. Date Executed:

6. Executed in the County and State of:

Solano, CA

---

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Solano Community College District	94-6002197

By (Authorized Signature)

Printed Name and Title of Person Signing

Celia Esposito-Noy Ed.D Superintendent-President

Date Executed	Executed in the County of
	Solano

## CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

## **FEDERAL CERTIFICATIONS**

### **Certifications regarding lobbying, debarment, suspension and other responsibility matters; and drug-free workplace requirements**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82 “New restrictions on Lobbying,” and 34 CFR Part 85, “Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants).” The Certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

## **1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a.) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- (b.) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, “Disclosure Form to Report Lobbying,” in accordance with this instruction;
- (c.) The undersigned shall require the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

## **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 34 CFR Part 85, for prospective participants in primary or substantive control over a covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-

A. The applicant certifies that it and its principals:

(a.) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b.) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c.) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

## **3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1998, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Section 85.605 and 85.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a.) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b.) Establishing an on-going drug-free awareness program to inform employees about-

- (1.)The danger of drug abuse in the workplace;
  - (2.)The grantee's policy of maintaining a drug-free workplace;
  - (3.)Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4.)The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c.)Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);
- (d.)Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-
- (1.)Abide by the terms of the statement; and
  - (2.)Notify the employer in writing of his or her conviction for a violation;
- (e.)Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants, and Contracts Service, U.S. Department of Education 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No.3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant;
- (f.) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
- (1.)Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2.)Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g.)Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Address: 4000 Suisun Valley Road

City: Fairfield

State: CA

Zip Code: 94534

Check if there are workplaces on file that are not identified here.

#### **4. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610

(a.)As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

(b.)If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No.3) Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

**As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.**

NAME OF APPLICANT:

Solano Community College District

CONTRACT #:

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:

Celia Esposito-Noy Ed.D Superintendent-President

SIGNATURE:

DATE:

Page 4 of 4

You can help end the pandemic. Protect yourself and loved ones. Get your [free COVID-19 vaccination today.](#)



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### SOLANO COUNTY COMMUNITY COLLEGE DISTRICT

4000 Suisun Valley Road, Fairfield, CA 94534

Telephone: 707-864-7112

Fax: 707-864-7213

Website: [www.solano.edu](http://www.solano.edu)

REGION	COUNTIES SERVED	COLLEGES IN DISTRICT
--------	-----------------	----------------------

Northern	Solano Yolo	Solano Community College
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### SONOMA COUNTY JUNIOR COLLEGE DISTRICT

1501 Mendocino Avenue, Santa Rosa, CA 95401

Telephone: 707-527-4011

Fax: 707-527-4816

Website: [www.santarosa.edu](http://www.santarosa.edu)

REGION	COUNTIES SERVED	COLLEGES IN DISTRICT
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Northern	Sonoma Marin	Santa Rosa Junior College
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**Fiscal Year 2022–23 Program Calendar**

Name of CSPP Contractor	Vendor Number	County	Contract Type
Solano Community College District	7055	48 - Solano	CSPP Full Day/Full Year

Instructions: Enter an UPPERCASE X on each day your program will operate. Your days of operation will auto-calculate in the boxes below each month, and in the Total Days of Operation box at the bottom of the form. The asterisks (\*) in the month tables refer to days which fall in either the preceding or the following month. Do not enter any values in boxes with an asterisk.

July 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	*	1	2
3	4	X	X	X	8	9
10	X	X	X	X	15	16
17	X	X	X	X	22	23
24	25	26	27	28	29	30
31	*	*	*	*	*	*

August 2022						
Sun	M	Tu	W	Th	F	Sat
*	1	2	3	4	5	6
7	8	9	10	11	12	13
14	X	X	X	X	X	20
21	X	X	X	X	X	27
28	X	X	X	*	*	*

September 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	X	X	3
4	5	X	X	X	X	10
11	X	X	X	X	X	17
18	X	X	X	X	X	24
25	X	X	X	X	X	*

July Days of Operation

August Days of Operation

September Days of Operation

First Quarter Subtotal

October 2022						
Sun	M	Tue	W	Th	F	Sat
*	*	*	*	*	*	1
2	X	X	X	X	X	8
9	X	11	X	X	X	15
16	X	X	X	X	X	22
23	X	X	X	X	X	29
30	X	*	*	*	*	*

November 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	X	X	X	X	5
6	X	X	X	X	11	12
13	X	X	X	X	X	19
20	X	X	23	24	25	26
27	X	X	X	*	*	*

December 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	X	X	3
4	X	X	X	X	X	10
11	X	X	X	X	X	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

October Days of Operation

November Days of Operation

December Days of Operation

Second Quarter Subtotal

January 2023						
Sun	M	Tu	W	Th	F	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	X	X	X	X	21
22	X	X	X	X	X	28
29	X	X	*	*	*	*

February 2023						
Sun	M	Tu	W	Th	F	Sat
*	*	*	X	X	X	4
5	X	X	X	X	X	11
12	X	X	X	X	17	18
19	20	X	X	X	X	25
26	X	X	*	*	*	*

March 2023						
Sun	M	Tu	W	Th	F	Sat
*	*	*	X	X	X	4
5	X	7	X	X	X	11
12	X	14	X	X	X	18
19	X	X	X	X	X	25
26	X	X	X	X	X	*

January Days of Operation

February Days of Operation

March Days of Operation

Third Quarter Subtotal

April 2023						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	*	*	1
2	3	4	5	6	7	8
9	X	X	X	X	X	15
16	X	X	X	X	X	22
23	X	X	X	X	X	29
30	*	*	*	*	*	*

May 2023						
Sun	M	Tu	W	Th	F	Sat
*	X	X	X	X	X	6
7	X	X	X	X	X	13
14	X	X	X	X	X	20
21	X	X	X	X	26	27
28	29	30	31	*	*	*

June 2023						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	1	2	3
4	5	6	7	8	9	10
11	X	X	X	X	16	17
18	X	X	X	X	23	24
25	X	X	X	X	30	*

April Days of Operation

May Days of Operation

June Days of Operation

Fourth Quarter Subtotal

Total Days of Operation

EED Consultant Initials (for CDE use only)

Date approved by EED Consultant (for CDE use only)

## **Child Development Division Agency Information Certification**

I certify, as the authorized representative of the agency listed below, I have reviewed all the information for **Solano Community College (7055)** and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

Executive Director/Superintendent information  
Program Director information  
Sites and Licenses and/or Office information  
Family Child Care Home summary information

To the best of my knowledge, the information on the CDMIS Web site reflects accurate information for **Solano Community College (7055)** as of the date this certification was signed.

---

Program Director/Authorized Representative Signature

Date Signed

---

Printed Name of Program Director/Authorized Representative

**Name of Agency User Generating Certification:** Sabrina Drake

**Date Generated:** 11/15/2021

**Assigned CDD Consultant:** Nancy DeArmond



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

**TO: Members of the Governing Board**

**SUBJECT: MEASURE Q QUARTERLY PROGRESS UPDATE  
 REPORT TO THE GOVERNING BOARD**

**REQUESTED ACTION:**

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

**SUMMARY:**

The Solano CCD Measure Q Quarterly Update Report is presented for Board information. This report includes an overview of program and project activities for the Measure Q Bond Program for the period of July 1, 2021 – September 30, 2021.

Measure Q expenditures during this reporting period were \$843,878. Total expended to September 30, 2021 was \$198,062,503 (percentage spent is 56.1%).

*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: Quarterly Reports provided to the Board of Trustees and the public regarding the use of bond funds.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>		<input type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>DISAPPROVAL</b> <input checked="" type="checkbox"/> <b>NOT REQUIRED</b> <input type="checkbox"/> <b>TABLE</b>
Lucky Lofton Executive Bonds Manager <hr/> <b>PRESENTER'S NAME</b>		<hr/> <b>Celia Esposito-Noy, Ed.D.</b> Superintendent-President  <hr/> December 1, 2021 <hr/> <b>DATE APPROVED BY</b> <b>SUPERINTENDENT-PRESIDENT</b>
4000 Suisun Valley Road Fairfield, CA 94534 <hr/> <b>ADDRESS</b>		
(707) 863-7855 <hr/> <b>TELEPHONE NUMBER</b>		
Susan Wheat Vice President, Finance and Administration <hr/> <b>VICE PRESIDENT APPROVAL</b>		
November 19, 2021 <hr/> <b>DATE SUBMITTED TO</b> <b>SUPERINTENDENT-PRESIDENT</b>		

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

**TO: Members of the Governing Board**

**SUBJECT: MEASURE Q QUARTERLY PROGRESS UPDATE  
REPORT TO THE GOVERNING BOARD**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Sample of key activities this quarter:

**Program:** District staff and Bond Program team members continue to work on revisions to the Design Standards. We continue planning for and implementing the projects being funded by the Series D funds, which were issued in November 2020, and for the upcoming Series E funds, expected to be issued in the next quarter.

**Projects:**

- Library/Learning Resource Center Project (Building 100 Replacement): Construction continues. Interior Work – sunshade; painting; window sills, doors and frames; mechanical/electrical/plumbing continues; tiered seating finish; elevator work; book stacks and shelving; carpet and ceiling tiles; HVAC controls; countertops and casework; and door operators/access readers. Exterior Work - rooftop ducting, exterior metal sunscreen panels, and exterior concrete.
- Building 300 Modernization Project: The study of the building and its systems has been completed and reviewed with the District. There were several options presented, and a final determination on next steps is in process at this time.
- Early Learning Center Expansion Project: Upon completion of the initial study of options for the expansion of the Early Learning Center, the design team who did the initial study was engaged to proceed with design of the selected concept. This work will begin in the next quarter.
- On Campus Housing Project: Needs assessment / market analysis continue. Stakeholder meetings were held. Student focus groups was conducted. Surveys are in development. Feasibility study will proceed once assessment and market analysis are complete.
- Baseball and Softball Clubhouse Replacement – Construction Documents are complete and submitted for DSA review.
- Fairfield Campus Building Exteriors – Phase 1 work has been completed. Phase 2 work was bid and is also complete. Project close out is underway.
- Fairfield Campus Central Plant and Electrification – This new project is intended to develop a Clean Energy Plant concept(s), which will provide a quantitative path forward to define a cost-effective central plant modernization project. A design consultant was selected and the study and investigations are underway.
- Fairfield Campus Pool and Equipment Study – This new project is a study intended to assist the District in understanding the scope of work needed to address the pool and its related equipment. A consultant was selected and the study and investigation are underway.

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Sample of key activities this quarter (continued):

**Projects:**

- Fairfield Campus Substation #3 Study – This new project is a study intended to assist the District in understanding the scope of work needed to address the updating or replacement of Substation #3. A consultant was selected and the study and investigation are underway.
- Pedestrian & Vehicular Wayfinding Signs –Pedestrian signs that could be installed prior to completion of the Library/Learning Resource Center were installed, and few signs will be installed following completion of the new Building. Due to campus changes, existing maps previously installed were updated and will be installed when fabrication is complete.
- Vacaville Classroom Building ‘Annex’ Renovation (Phase 2) – Corbels Removal: Construction has begun and work is proceeding.
- Vacaville Aeronautics Nut Tree Facility Improvements: Meetings continue with Solano County Building Department, Vacaville City Building Department, City of Vacaville’s Utility and Public Works Department, and PG&E prior to bidding.
- Vallejo Belvedere Fence – A fence is needed along the condos at the Vallejo property. A surveyor was hired to confirm property lines. Once the property lines are confirmed, a contractor will be consulted to review options, costs and timeline for installation.
- ADA Improvements (Phase 1) - Work continued on updating the ADA Transition Plan and Barrier Removal Program with data collection having started. Work on the Self Evaluation Study of Policies and Procedures was begun.