

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

TO: Members of the Governing Board
SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES
REQUESTED ACTION: APPROVAL

EMPLOYMENT 2008-09

Short-term, Temporary & Substitute Assignments

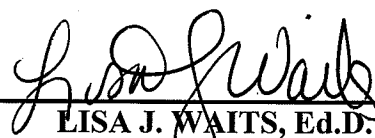
<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
James Darling	Asst. Instructor-Fire Academy	12/19/08 – 6/30/09	\$ 8.60
Tim Farber	Basic Skills Instructional Asst/Math	1/22/09 – 5/17/09	\$ 14.31
Iris Floyd	Basic Skills Instructional Asst/Engl	1/20/09 – 5/22/09	\$ 14.31
John Glidden	Basic Skills Instructional Asst/Hist	1/20/09 – 5/20/09	\$ 14.31
Wilfred Loosley	Contract Education Trainer	2/05/09 – 2/28/09	\$ 51.92
Michiyo Nishioka	Cosmetology Lab Technician	2/05/09 – 6/30/09	\$ 16.31
R. Severdia-Metzger	Supplemental Instruction-Geology/ Geography- Basic Skills	1/20/09 – 5/22/09	\$ 14.31

Independent Contractors

**Small Business Development Center
Charles Eason, Responsible Manager**

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Wilbert B. Cason Positive Steps Consulting	Consulting & Technical Assistance, California Community College Chancellor's Office Grant	02/05/09 – 03/31/09	\$ 3,250.00
Charles M. Monahan	Counseling & Technical Assistance, California Community College City of Vallejo Contract	02/05/09 – 03/31/09	\$ 960.00
Arthur Washington Business Resource Ctr	Counseling & Technical Assistance, City of Suisun Contract	02/06/09 – 03/31/09	\$ 960.00

Richard Christensen, Ed.D.
Director of Human Resources



LISA J. WAITS, Ed.D.
Interim Superintendent/President

January 23, 2009
Date Submitted

January 23, 2009
Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**Governing Board Meeting****January 21, 2009****Page 2****Professional Experts**

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Sara Huntley	Figure model, Art 019	01/23/09	\$ 80.00
Teri Lamb	PRIDE Pre service For Foster & Adaptive Parents Foster & Kinship Care Ed	2/5/09 – 2/26/09 3/5/09 – 3/26/09	\$ 720.00 \$ 360.00
Larry Smith	Co-present/Kinship Support & Information PRIDE Pre service For Foster & Adaptive Parents Foster & Kinship Care Ed	2/4/09 – 2/26/09 3/4/09 – 3/26/09	\$ 1,600.00 \$ 1,080.00
D. Mary Ann Turley	Co-present/Kinship Support & Information PRIDE Pre service For Foster & Adaptive Parents Foster & Kinship Care Ed	2/04/09 – 2/25/06 3/4/09 – 3/25/09	\$ 1,400.00 \$ 1,080.00

APPROVAL OF INCREASE IN STUDENT WORKER TUTOR HOURLY WAGE

Attached is a copy of the revised salary schedule for Seasonal, Periodic and Student Workers. The only change was to the student worker tutor pay to be effective January 1, 2009, and was presented for information at the Board meeting held January 21, 2009, and is being presented tonight for approval.

SOLANO COMMUNITY COLLEGE

Seasonal, Periodic and Student Worker Salary Schedule

Seasonal and Periodic

Assistant Athletic Coach	\$ 4,500.00 per season
Bookstore Aide	\$ 8.00
Enabling Note Taker	\$ 50.00 per semester
Fire Science Academy Classroom Assistant	\$ 8.60
Lifeguard	\$ 8.00
Office Assistant	\$ 9.60
Maintenance/Facilities	\$ 8.00/\$10.00
Pool Manager	\$ 8.00/\$ 9.00
Registration Aide	\$ 10.00
Telemarketing	\$ 8.00
Theatre staff:	
Box Office Clerk	\$ 8.00
House Manager	\$ 8.00
Production Assistant	\$ 9.60
Theatre Assistant	\$ 8.00
Theatre Technician	\$ 12.00

Student Worker

All student workers regardless of the assignment receive \$8.00 per hour with the exception of the following:

Bookstore Aide	\$ 8.00/\$ 8.25/\$ 8.50
Children's Programs Staff:	
Aide	\$ 8.00
Intern	\$ 8.00/\$ 8.50/\$ 9.00
Lab Assistant	\$10.00/\$10.50/\$11.00
Disabled Services Program	
Adapted PE Assistant	\$ 8.00/\$ 9.00/\$11.00
Mobility Assistant	\$ 8.00/\$ 9.00/\$11.00
Effective: 1/1/09	
Tutor	\$ 8.00/\$ 9.00/\$11.00

Note:

The higher pay rate and minimum qualifications are determined by the manager.

Effective 1/1/08-California minimum wage increased from \$7.50 hr to \$8.00

rdc/zg-p&p

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

It is recommended that the following warrants be approved:

01/12/09	Vendor Payment	11007713-11007736	\$357,031.57
01/13/09	Vendor Payment	11007737-11007806	\$263,268.69
01/16/09	Vendor Payment	11007818-11008116	\$ 26,544.71
01/20/09	Vendor Payment	11008117-11008119	\$ 228.03
01/22/09	Vendor Payment	11008120-11008132	\$443,355.93

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Susan Rinne
Interim Director, Fiscal Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7167

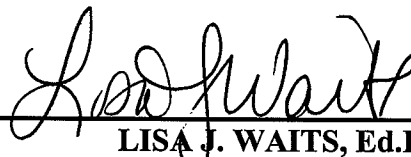
TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

January 23, 2009

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



LISA J. WAITS, Ed.D.
Interim Superintendent/President

January 23, 2009

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

AGENDA ITEM 10.(d)
MEETING DATE February 4, 2009

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

TO: Members of the Governing Board

**SUBJECT: AMENDMENT TO AGREEMENT WITH
LPA ARCHITECTURE FOR BUILDING 400**

REQUESTED ACTION: APPROVAL OF ADDITIONAL SERVICES

SUMMARY:

Board approval is requested for additional design services from LPA Architecture. The District requests to revise the existing guardrail at the second floor lobby of Building 400 due to safety concerns. The total cost increase is \$2,875.

Attached is a table outlining the proposed amendment to LPA Architecture along with details regarding the services.

Staff will be at the meeting to answer any questions by the Board.

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


Stan Dobbs
Independent Contractor
PRESENTER'S NAME

400 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7176
TELEPHONE NUMBER

Maintenance & Operations
ORGANIZATION

January 23, 2009
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


LISA J. WAITS, Ed.D.
Interim Superintendent/President

January 23, 2009
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AMENDMENT TO CONTRACT AGREEMENT WITH LPA ARCHITECTURE
Governing Board Meeting - February 4, 2009

PROJECT	ORIGINAL CONTRACT AMOUNT	PROPOSED FEE INCREASE	REVISED CONTRACT TOTAL
Building 400 - Student Services Center	\$830,220	\$2,875	\$833,095
Proposed Fee Schedule: Item #	Description		Cost
<u>Scope Item 1.</u> Modify the existing guardrail at the second floor lobby area.	Provide additional design services for modifying the existing guardrail at the second floor lobby due to public safety concerns as requested by the District. Architects will provide design options and are requested to provide bid and construction documents. Architect will review submittals by the contractor and visit the site during construction.		\$2,875
TOTAL			\$2,875

AGENDA ITEM 10.(e)
 MEETING DATE February 4, 2009

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

TO: Members of the Governing Board

**SUBJECT: AMENDMENT TO AGREEMENT WITH KAPLAN
 MCLAUGHLIN & DIAZ ARCHITECTS (KMD) FOR THE
 VACAVILLE CENTER PROJECT**

REQUESTED ACTION: APPROVAL OF ADDITIONAL SERVICES

SUMMARY:

Board approval is requested for additional design services from Kaplan McLaughlin & Diaz Architects (KMD) for the Vacaville Center Project. The services are owner-requested and involve the review of product substitutions and redesign and rerouting of the storm drain and sewer lines. The total cost increase is \$20,985.

Attached is a table outlining the proposed amendments to KMD along with specific details regarding the additional services.

Staff will be at the meeting to answer any questions by the Board.

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

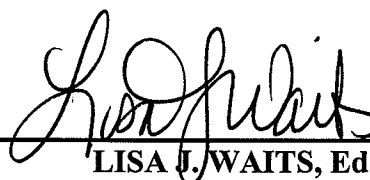
Stan Dobbs
 Independent Contractor
PRESENTER'S NAME

400 Suisun Valley Road
 Fairfield, CA 94534
ADDRESS

(707) 864-7176
TELEPHONE NUMBER

Maintenance & Operations
ORGANIZATION

January 23, 2009
**DATE SUBMITTED TO
 SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.
 Interim Superintendent/President

January 23, 2009
**DATE APPROVED BY
 SUPERINTENDENT/PRESIDENT**

AMENDMENT TO CONTRACT AGREEMENT WITH KMD ARCHITECTS

Governing Board Meeting - February 4, 2009

PROJECT		ORIGINAL CONTRACT AMOUNT	PROPOSED FEE INCREASE	REVISED CONTRACT TOTAL
Vacaville Center		\$2,134,931.65	\$20,985.00	\$2,155,916.65
	Project	Description		Cost
1	Scope Item 1. Substitution Review	The Architect has been authorized to review product substitutions submitted by the General Contractor. Review of substitutions is considered an additional service, per KMD's agreement with the District. This work was expedited so the construction schedule would not be impacted.		\$11,860.00
2	Scope Item 2. Storm Drain and Sanitary Sewer Re-Route	There are existing AT&T lines underground at the Vacaville Center property that were thought to be abandoned. The storm drain and sanitary sewer lines are in direct conflict with the AT&T lines, and need to be re-routed so the overall construction schedule is not impacted. The Architect has provided a "not to exceed" amount for the re-design. There is a slight possibility that the re-route will not be possible due to existing slope issues.		\$9,125.00
TOTAL				\$20,985.00

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: AGREEMENT BETWEEN THE GOODRICH CORPORATION AND SOLANO COMMUNITY COLLEGE DISTRICT TO PROVIDE SOLDERING REFRESHER TRAINING FOR CONTRACT EDUCATION
REQUESTED ACTION: APPROVAL

SUMMARY:

An agreement between Solano Community College and the Goodrich Corporation for contract education is being presented for review and approval by the Governing Board.

The District will provide one four (4) hour workshop to assess and train welders in Soldering Leadwires Techniques for up to nine (9) employees. Training will be held at the Goodrich Corporation after February 4, 2009.

The Goodrich Corporation will compensate the District for all educational services, rendered at a flat rate of \$1,800. The fee includes program development, coordination, instruction, training materials, evaluation, and Certificates of Completion.

Copies of the agreement are available in the Office of the Superintendent/President and in the Office of Contract Education and Community Services.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Deborah Mann, Program Developer
Contract Education and Community Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7195

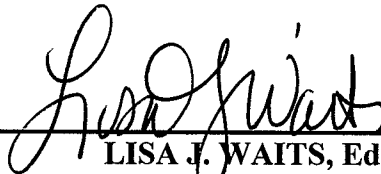
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

January 23, 2009

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT



LISA J. WAITS, Ed.D.
Interim Superintendent/President

January 23, 2009

DATE APPROVED BY SUPERINTENDENT/PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
AGREEMENT FOR EDUCATIONAL SERVICES**

THIS AGREEMENT is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **Goodrich Corporation, 3530 Branscombe Road Fairfield, CA 94533**, hereinafter referred to as the "Goodrich Corporation."

WHEREAS, the Goodrich Corporation desires to engage the District to render special educational services,

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide training and assessment for certification of Soldering Leadwires Techniques (SLT) for up to nine (9) employees.
- B. The District will coordinate and deliver the assessment and training and award certification to each employee who successfully completes the SLT assessment. The assessment and training will take place after February 4, 2009, date and time to be determined, at the Goodrich Corporation facility, on the manufacturing floor. Additional certification activities can be scheduled as needed with an addendum to this contract.
- C. The Goodrich Corporation will identify all employees to be assessed, and will provide all testing materials.
- D. The Goodrich Corporation will compensate the District for all services rendered and expenses at a rate of one thousand eight hundred dollars and no cents (\$1,800.00).
- E. Payments by the Goodrich Corporation to the District will be due upon receipt of invoice.
- F. **IT IS MUTUALLY UNDERSTOOD** that the Organization and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to the Organization and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, the Organization, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of the Organization. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

The Organization will indemnify, and hold harmless in any actions of law or equity, the District, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the Organization under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the Organization, but not including the sole negligence or willful misconduct of the District. This indemnification shall extend to claims losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the organization from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the Organizations operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

- H. The Organization agrees that it will not discriminate in the selection of any student to receive instruction pursuant to the Agreement because of sex, sexual preference, race, color, religious creed, national origin, marital status, veteran status, medical condition, age (over 40), pregnancy, disability, and political affiliation. In the event of the Organization’s non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.

Maria Sanford
Senior Buyer
Goodrich Corporation
Fairfield, CA

Lisa J. Waits, Ed.D.
Interim Superintendent/President
Solano Community College
Fairfield, CA

Date _____

Date _____

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

TO: Members of the Governing Board

SUBJECT: AGREEMENT BETWEEN BAY AREA CLEAN WATER AGENCIES (BACWA) AND SOLANO COMMUNITY COLLEGE DISTRICT FOR MATH REFRESHER AND PREPARATION FOR WATER AND WASTEWATER TRAINING PURSUANT TO CONTRACT EDUCATION

REQUESTED ACTION: APPROVAL

SUMMARY:

An agreement between Solano Community College and the Bay Area Clean Water Agencies (BACWA) for contract training and education is being presented for review and approval by the Governing Board.

The District will provide a not-for-credit 16-contact hour Math Refresher and Preparation class for Water and Wastewater training participants. Training will be held at Wastewater and Water facilities identified by BACWA. Training is scheduled to start in February 2009.

BACWA will compensate the District for all educational services, rendered at a flat rate of \$3,000.00. The fee includes program development, coordination, instruction, training materials, and evaluation.

Copies of the agreement are available in the Office of the Superintendent/President and in the Office of Contract Education and Community Services.

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

Deborah Mann, Program Developer
Contract Education and Community Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7195

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

January 23, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D
Interim Superintendent/President

January 23, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
AGREEMENT FOR EDUCATIONAL SERVICES**

This agreement is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **Bay Area Clean Water Agencies**, hereinafter referred to as "BACWA."

WHEREAS, BACWA desires to engage the District to render special educational services,

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide Math Refresher/ Preparation for Water and Wastewater Training for up to 30 selected participants.
- B. The District will develop, coordinate, deliver, and evaluate the training. Participants will attend and receive 16 hours of instruction. All successful completers will receive Certificates of Completion. Additional training can be scheduled as needed with an addendum to this contract.
- C. BACWA will recruit, identify and select all training participants.
- D. BACWA will compensate the District for all services rendered and expenses at a rate of three thousand dollars (\$3,000). The cost is inclusive of all instruction and teaching/ training materials.
- E. Payments by BACWA to the District will be due upon receipt of invoice. An invoice will be generated upon completion of the first month of instruction.
- F. This contract may be terminated by either party with notice of ten (10) business days.
- G. **IT IS MUTUALLY UNDERSTOOD** that BACWA and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to BACWA and the District respectively.
- H. The District will indemnify, and hold harmless, in any actions of law or equity, BACWA, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of BACWA. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

BACWA will indemnify, and hold harmless in any actions of law or equity, the District, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of BACWA under this Agreement or of any persons directly or indirectly employed by, or acting as agent for BACWA, but not including the sole negligence or willful misconduct of the District. This indemnification shall extend to claims losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve BACWA from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of BACWA operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

- I. BACWA agrees that it will not discriminate in the selection of any student to receive instruction pursuant to the Agreement because of sex, sexual preference, race, color, religious creed, national origin, marital status, veteran status, medical condition, age (over 40), pregnancy, disability, and political affiliation. In the event of BACWA' non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.

David W. Tucker
BACWA Chair
6114 LaSalle Avenue, No. 456
Oakland, CA 94611-2802

Lisa J. Waits, Ed.D.
Interim Superintendent/President
Solano Community College
Fairfield, CA

Date _____

Date _____

AGENDA ITEM 12. (a)
 MEETING DATE February 4, 2009

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

TO: Members of the Governing Board

SUBJECT: RESIGNATIONS TO RETIRE

REQUESTED ACTION: APPROVAL

SUMMARY:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Lurlean Robinson	Custodian Facilities/Maintenance 23 ½ years of service at SCC	February 1, 2009
Salvador Alcalá	Dean Financial Aid & EOPS 31 years of service at SCC	April 22, 2009

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Richard D. Christensen, Ed.D.
 Director, Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534-3197

ADDRESS

707-864-7122

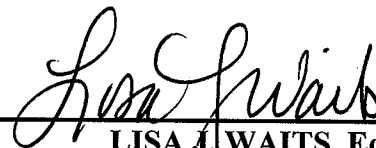
TELEPHONE NUMBER

Administration

ORGANIZATION

January 23, 2009

**DATE SUBMITTED TO
 SUPERINTENDENT/PRESIDENT**


 LISA J. WAITS, Ed.D.
 Interim Superintendent/President

January 23, 2009
**DATE APPROVED BY
 SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: GOVERNING BOARD CODE OF CONDUCT
REQUESTED ACTION: APPROVAL

SUMMARY:

The Board of Trustees, at their Board Retreat held January 10, 2009, discussed at length specific actions they could take that would improve their working relationships and effectiveness. With assistance from the retreat Consultant, a rough draft of a "Code of Conduct" was developed. The Consultant and Board President were asked to refine that list and bring a draft back to the Board for their formal approval at a future meeting. There also was discussion about preparing a large poster with these items listed and placing it in the Board Room as a reminder. Board members also agreed to respectfully remind one another to follow these guidelines.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

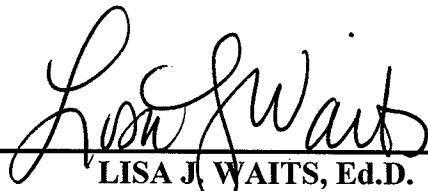
A. Marie Young
Governing Board President
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7112
TELEPHONE NUMBER

SCCD Governing Board
ORGANIZATION

January 23, 2009
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.
Interim Superintendent/President

January 23, 2009
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

DRAFT

Solano Community College District Governing Board

Code of Conduct

The roles and responsibilities of community college governing boards are spelled out in the Education Code, in Title 5, in board policy and in widely accepted published literature. In addition to the items included in those documents, the Board of Trustees of Solano College concurs that the following specific practical guidelines are essential to effective trusteeship. As a Board, we commit to striving to follow them wherever possible and to respectfully remind one another of these guidelines whenever necessary.

Members of the Board of Trustees agree to:

1. Put the interests of Solano College above our own.
2. Focus on the future and set aside past events.
3. Act civil and respectful to all colleagues in public meetings.
4. Listen and be open to others' ideas.
5. Avoid the appearance of "block" voting.
6. Ensure decisions are made in the presence of the entire Board.
7. Honor Board decisions that are made in a fair and open process.
8. Rely on the Board Chair as the official spokesperson to media.
9. Never reveal confidential or closed session items.

10. Monitor, not micromanage, College performance and outcomes.
11. Supervise and direct only one staff member, the College President.
12. Remember that the President takes direction from the Board, or Board Chair, and not from individual members.
13. Never criticize the College President, any staff or Board member in public.
14. Generally visit campus only when on Board business or attending an event sponsored by the College and/or community group.
15. Listen respectfully to staff who contact them directly; however, redirect, or report that conversation to the College President.
16. Confront colleagues in private, if necessary, but not in public.
17. Not to make derogatory comments about other Board members.
18. Share responsibility for policing our own behavior.
19. Revise and uphold our Code of Ethics policy statement.
20. Do whatever is necessary to save Solano College!

Adopted by the Solano Community College District Governing Board this 4th day of February in the year 2009.

AGENDA ITEM 13.(b)
MEETING DATE February 4, 2009

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

TO: Members of the Governing Board
SUBJECT: AB 2910 QUARTERLY REPORT, SECOND QUARTER,
FY 2008-09
REQUESTED ACTION: BOARD REVIEW AND ACCEPTANCE OF THE
QUARTERLY REPORT

SUMMARY:

AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on its financial condition. The CCFS-311 financial report, along with a narrative, for the second quarter of FY 2008-09 is attached for the Board's review and recommended acceptance.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Susan Rinne
Interim Director, Fiscal Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7167

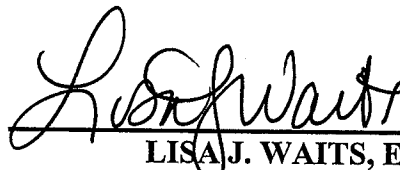
TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

January 23, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.
Interim Superintendent/President

January 23, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

2008/09 Second Quarter Financial Status Report
Solano Community College
Presented to the Board February 4, 2009

The Second Quarter Financial Status Report is required to be submitted to the State Chancellor's Office prior to February 15, 2009 for the second quarter of the fiscal year 2008/09. The second quarter reflects revenue received and expenses paid through December 31, 2008, or half way through the fiscal year.

Enclosed is a copy of the State report on the pages labeled, "California Community Colleges Chancellor's Office Quarterly Financial Status report CCFS-311Q."

The assumptions used to project the actuals as of June 30, 2009 remain the same as when the Board adopted the budget. The projected actuals are reflected on the last column of the State Reports.

In addition to the State reports, there are revenue and expenditure pages which reflect the following:

- Unrestricted General Fund
- Restricted General Fund
- Combined General Fund – combination of unrestricted and restricted

These spreadsheets reflect the following:

- 2008-09 Adopted Budget:
The District budget as adopted by the Board on December 17, 2008;
- Working Budget:
The District's working budget as of December 31, 2008. This column contains budget transfers made by budget managers;
- Received/Expended to Date:
Money received/expenses paid by the District through December 31, 2008;
- Balance To Be Received:
Working Budget minus the received/expended to date; and
- Percent Received/Expended:
Percent of revenue received or expenditures paid through December 31, 2008 of the working budget.

Total resources equal the total revenue plus the unaudited beginning balance, and reflect the total resources available for the 2008/09 fiscal year.

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At the bottom of the expenditure pages are the required and board-approved reserves for 2008/09.

The required reserve for economic uncertainties is 5% of the unrestricted total expenditures or \$2,523,077. When the budget was approved the Board designated the .68% COLA or \$308,213, until the State decides if this is a valid appropriation to the District. The latest news is that we will not receive this COLA and we will need to reduce our State apportionment by this amount. The final debt service payment \$83,600 and the repair and replacement of equipment set aside of \$140,259 are reserved. Leaving an undesignated fund balance of \$2,377,086.

Here is a summary of the projected year end budget:

	Unrestricted	Restricted	Combined
Unaudited Beginning Balance	5,504,083	4,000	5,508,083
Revenue	50,389,695	9,113,152	59,502,847
Expenditures	50,461,543	9,113,152	59,574,695
Ending Fund Balance	5,432,235	4,000	5,436,235
RESERVES/DESIGNATIONS:			
Economic Uncertainty Reserve 5%	2,523,077		2,523,077
.68 COLA Reserve	308,213		308,213
Debt Service	83,600		83,600
Repair/Replacement Equipment	140,259		140,259
Restricted		4,000	4,000
Undesignated Fund Balance	2,377,086	0	2,377,086

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The latest information from the January Governor's budget workshop, if adopted, will not require any mid-year reductions to the District's actual allocation. Instead, the proposal is to defer even more of our cash payment into the 2009/10 fiscal year, and restructure the amount we receive during the year. The current proposal on the table would reduce the amount of the January apportionment from 8% to 5.45%; February apportionment from 8% to 3.46%; March, April, May and June apportionment from 8% to 6.56%; deferring State wide \$430,000,000 into the 2009/10 fiscal year. Of the \$430 million, \$230 million would be paid to district in July of 2009 and \$200 million would be delayed to October of 2009. This proposal would make this an ongoing deferral for the State. For Solano College this means that we would be deferring approximately \$3.9 million of our State apportionment cash into the 2009/10 fiscal year. The District has analyzed the cash flow with the current proposal and is able to meet the current year needs for cash flow purposes. The Resolution passed by the District Governing Board and the County Board of Supervisors to allow Solano Community College to advance tax revenues was instrumental in maintaining a cash flow while the State did not have a budget earlier this fiscal year. These deferrals along with the late signing of the State Budget have caused a reduction in our interest earnings by \$100,000. For future years, the District is investigating the need to issue Tax Revenue Anticipation Notes (TRAN's), which is a form of short-term borrowing, for future year cash deficits.

The Governor's current proposal would also allow Governing Board's to authorize a transfer of funds from their restricted categorical allocations to unrestricted with no dollar limit, after a public hearing.

SR

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

Quarterly Financial Status Report, CCFS-311Q
ENTER OR EDIT CURRENT DATA

Record Updated

CHANGE THE PERIOD

District: (280) SOLANO

Fiscal Year: 2008-2009
Quarter Ended: (Q2) Dec 31, 2008

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Projected Actuals as of June 30 (Col. 4)
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
Closed for edits after Feb 14, 2009					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	50,292,695	50,292,695	25,123,097	50,292,695
A.2	Other Financing Sources (Object 8900)	97,000	97,000	0	97,000
A.3	Total Unrestricted Revenue (A.1 + A.2)	50,389,695	50,389,695	25,123,097	50,389,695
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	50,266,143	50,266,143	25,335,655	50,266,143
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	195,400	195,400	0	195,400
B.3	Total Unrestricted Expenditures (B.1 + B.2)	50,461,543	50,461,543	25,335,655	50,461,543
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	-71,848	-71,848	-212,558	-71,848
D.	Fund Balance, Beginning	5,504,083	5,504,083	5,504,083	5,504,083
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	5,504,083	5,504,083	5,504,083	5,504,083
E.	Fund Balance, Ending (C. + D.2)	5,432,235	5,432,235	5,291,525	5,432,235
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	10.8%	10.8%	20.9%	10.8%

SAVE EDITS

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)				9,182
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III. Total General Fund Cash Balance (Unrestricted and Restricted)

	Amount as of the Specified Quarter Ended	
H.1	Cash, excluding borrowed funds	4,200,831
H.2	Cash, borrowed funds only	1,900,000
H.3	Total Cash (H.1+ H.2)	6,100,831

IV. Has the district settled any employee contracts during this quarter? Yes No

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY	Management		Academic		Classified	
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:						
Year 1: 2007-08					61,071	3%
Year 2: 2008-09					61,071	
Year 3: 2009-10					61,071	
b. BENEFITS:						
Year 1: 2007-08					17,100	
Year 2: 2008-09					17,100	
Year 3: 2009-10					17,100	

* As specified in Collective Bargaining Agreement or other Employment Contract

SAVE EDITS

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

The agreement is with the Operator Engineering group. 3% retro active to 7/1/2007. Ongoing cost is the cost of 3% for this unit. The district will use the COLA (if any from the State) along with savings due to attrition. Any additional amounts will require budget reductions in other areas.

1705 Characters Remaining

V. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?

Yes No

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

Due to the late signing of the State budget and the delay in receiving apportionments from the State, the District passed a resolution, along with the County Auditor/Controller to allow the district to borrow against unposted property taxes. Due to the possible deferrals of apportionment in January, February and March the district may need to draw from this resolution in late March early April to maintain a positive cash flow. This borrowing caused the district to reduce the amount of interest revenue to be received by about \$100,000. The district's approved budget reflects this adjustment.

1398 Characters Remaining

VI. Does the district have significant fiscal problems that must be addressed?

This year? Yes No
Next year? Yes No

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

Mid-year proposed cuts by the State, waiting to hear the dollar amount that the district must address. The district will also incur costs for a site clean up agreement and a major power outage which occurred in mid January. These one-time expenses may require additional cuts to the current year budget. This amount has not been determined, but will be reflected in the projected year actuals once the amount is determined. The District will need to address accreditation findings and EDMac report findings which will require some recovery costs. Once this amount is determined, it will be reflected in the budget. Some of these items are one-time and can be addressed with some of the ending balance, however, it could be possible that in order to meet the needs, budget reductions may be required.

1194 Characters Remaining

« EXIT WITHOUT SAVING

SAVE EDITS »

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q
VIEW QUARTERLY DATA**

CHANGE THE PERIOD

District: (280) SOLANO

Fiscal Year: 2008-2009
Quarter Ended: (Q2) Dec 31, 2008

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2005-06	Actual 2006-07	Actual 2007-08	Projected 2008-2009
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	43,067,679	47,909,009	48,967,691	50,292,695
A.2	Other Financing Sources (Object 8900)	40,000	26,210	1,001,646	97,000
A.3	Total Unrestricted Revenue (A.1 + A.2)	43,107,679	47,935,219	49,969,337	50,389,695
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	42,333,034	46,288,175	50,216,581	50,266,143
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	254,434	170,463	140,493	195,400
B.3	Total Unrestricted Expenditures (B.1 + B.2)	42,587,468	46,458,638	50,357,074	50,461,543
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	520,211	1,476,581	-387,737	-71,848
D.	Fund Balance, Beginning	4,493,812	4,415,239	5,891,820	5,504,083
D.1	Prior Year Adjustments + (-)	-598,784	0	0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	3,895,028	4,415,239	5,891,820	5,504,083
E.	Fund Balance, Ending (C. + D.2)	4,415,239	5,891,820	5,504,083	5,432,235
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	10.4%	12.7%	10.9%	10.8%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	9,182	9,160	9,101	9,182
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III. Total General Fund Cash Balance (Unrestricted and Restricted)

	Description	As of the specified quarter ended for each fiscal year			
		2005-06	2006-07	2007-08	2008-2009
H.1	Cash, excluding borrowed funds			6,633,984	4,200,831
H.2	Cash, borrowed funds only			0	1,900,000
H.3	Total Cash (H.1 + H.2)	2,722,587	6,551,341	6,633,984	6,100,831

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I. Revenues:					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	50,292,695	50,292,695	25,123,097	50%
I.2	Other Financing Sources (Object 8900)	97,000	97,000	0	
I.3	Total Unrestricted Revenue (I.1 + I.2)	50,389,695	50,389,695	25,123,097	49.9%
J. Expenditures:					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	50,266,143	50,266,143	25,335,655	50.4%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	195,400	195,400	0	195,400
J.3	Total Unrestricted Expenditures (J.1 + J.2)	50,461,543	50,461,543	25,335,655	50.2%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	-71,848	-71,848	-212,558	
L.	Adjusted Fund Balance, Beginning	5,504,083	5,504,083	5,504,083	
L.1	Fund Balance, Ending (C. + L.2)	5,432,235	5,432,235	5,291,525	
M.	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	10.8%	10.8%		

View Quarterly Data - CCFS-311Q (Quarterly Financial Status Report)

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V. Has the district settled any employee contracts during this quarter? **YES**

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY	Management		Academic				Classified	
	Total Cost Increase	% *	Permanent		Temporary		Total Cost Increase	% *
			Total Cost Increase	% *	Total Cost Increase	% *		
a. SALARIES:								
Year 1: 2007-08							61,071	3%
Year 2: 2008-09							61,071	
Year 3: 2009-10							61,071	
b. BENEFITS:								
Year 1: 2007-08							17,100	
Year 2: 2008-09							17,100	
Year 3: 2009-10							17,100	

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

The agreement is with the Operator Engineering group. 3% retro active to 7/1/2007. Ongoing cost is the cost of 3% for this unit. The district will use the COLA (if any from the State) along with savings due to attrition. Any additional amounts will require budget reductions in other areas.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **YES**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

Due to the late signing of the State budget and the delay in receiving apportionments from the State, the District passed a resolution, along with the County Auditor/Controller to allow the district to borrow against unposted property taxes. Due to the possible deferrals of apportionment in January, February and March the district may need to draw from this resolution in late March early April to maintain a positive cash flow. This borrowing caused the district reduce the amount of interest revenue to be received by about \$100,000. The district's approved budget reflects this adjustment.

VII. Does the district have significant fiscal problems that must be addressed? **This year? YES**
Next year? YES

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

Mid-year proposed cuts by the State, waiting to here the dollar amount that the district must address. The district has will also incur costs for a site clean up agreement which may require additional cuts to the current year budget. This amount has not been determined, but will be reflected in the projected year actuals once the amount is determined.

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q
CERTIFY QUARTERLY DATA**

CHANGE THE PERIOD 

Fiscal Year: 2008-2009

Quarter Ended: (Q2) Dec 31, 2008

District: (280) SOLANO

Your Quarterly Data is ready for certification.
Please complete the fields below and click on the 'Certify This Quarter' button

Chief Business Officer

CBO Name:

CBO Phone:

CBO Signature:

Date Signed:

Chief Executive Officer Name:

CEO Signature:

Date Signed:

Electronic Cert Date:

District Contact Person

Name:

Title:

Telephone:

Fax:

E-Mail:

Solano Community College
GENERAL FUND COMBINED UNRESTRICTED AND RESTRICTED REVENUE
 AS OF 12/31/08

2008/09

DESCRIPTION	ADOPTED BUDGET	WORKING BUDGET	RECEIVED TO DATE	BALANCE TO BE RECEIVED	% RECEIVED
UNAUDITED BEGINNING BALANCE	5,508,083	5,508,083			
REVENUE					
8100 - Federal Income					
VTEA	346,976	346,976	88,934	258,042	25.63%
Veterans Assistance	3,701	3,701	0	3,701	0.00%
Financial Aid (CWSP)	254,000	254,000	0	254,000	0.00%
Other	955,233	955,233	287,196	668,037	30.07%
TOTAL FEDERAL INCOME	1,559,910	1,559,910	376,130	1,183,780	24.11%
8600 - State Income					
Apportionment	31,784,950	31,784,950	16,562,095	15,222,855	52.11%
Apportionment-One Time	0	0	0	0	0.00%
Part-Time Faculty Compensation	333,059	333,059	173,200	159,859	52.00%
TANF/Cal Works Apportionment	320,002	320,002	142,242	177,760	44.45%
EOPS/DSPS/CARE Apportionment	1,298,789	1,298,789	685,228	613,561	52.76%
Tax relief Subvention	147,094	147,094	66,647	80,447	0.00%
Lottery Revenue	1,438,733	1,438,733	152,987	1,285,746	10.63%
Mandated Costs	0	0	0	0	0.00%
Instructional Equipment - Ongoing	183,873	183,873	135,873	48,000	73.90%
Instructional Equipment - One Time	214,683	214,683	214,683	0	100.00%
Career Tech Equipment - One Time	103,873	103,873	0	103,873	0.00%
Basic Skills - One Time	218,456	218,456	127,754	90,702	58.48%
Scheduled Maintenance-Ongoing	125,157	125,157	25,157	100,000	20.10%
Scheduled Maintenance - One Time	261,925	261,925	261,925	(0)	0.00%
Matriculation	623,615	623,615	324,281	299,334	52.00%
All Other State Sources	2,167,642	2,167,642	985,406	1,182,236	45.46%
TOTAL STATE INCOME	39,221,851	39,221,851	19,857,478	19,364,373	50.63%
8800 - Local Income					
Taxes	12,343,216	12,343,216	5,644,228	6,698,988	45.73%
Nonresident Tuition	302,468	302,468	317,974	(15,506)	105.13%
Enrollment Fees	2,299,106	2,299,106	1,776,100	523,006	77.25%
All Other Local Sources	3,776,296	3,776,296	2,235,635	1,540,661	59.20%
TOTAL LOCAL INCOME	18,721,086	18,721,086	9,973,937	8,747,149	53.28%
TOTAL REVENUES	59,502,847	59,502,847	30,207,546	29,295,301	50.77%
TOTAL RESOURCES	65,010,930	65,010,930			

Solano Community College
 GENERAL FUND COMBINED UNRESTRICTED AND RESTRICTED EXPENDITURES
 AS OF 12/31/08

DESCRIPTION	2008-09			REMAINING		% EXPENDED
	ADOPTED BUDGET	WORKING BUDGET	EXPENDED TO DATE	BALANCE TO DATE		
EXPENDITURES AND OTHER OUTGO						
1000 - Academic Salaries	22,605,683	22,652,384	11,552,319	11,100,065		51.00%
2000 - Classified Salaries	9,980,375	10,038,544	5,620,749	4,417,795		55.99%
3000 - Employee Benefits	<u>11,554,325</u>	<u>11,583,906</u>	<u>5,859,046</u>	<u>5,724,860</u>		50.58%
TOTAL COMPENSATION	44,140,383	44,274,834	23,032,114	21,242,720		52.02%
4000 - Books and Supplies	2,440,514	2,348,249	646,198	1,702,051		27.52%
5000 - Other Operating Expenses	<u>9,986,607</u>	<u>9,958,049</u>	<u>4,338,853</u>	<u>5,619,196</u>		<u>43.57%</u>
TOTAL CURRENT EXPENSE	56,567,504	56,581,132	28,017,165	28,563,967		49.52%
6000 - Capital Outlay	<u>2,541,630</u>	<u>2,528,002</u>	<u>303,777</u>	<u>2,224,225</u>		12.02%
TOTAL 1000 - 6000	59,109,134	59,109,134	28,320,942	30,788,193		47.91%
7000 - Other Outgo	<u>365,561</u>	<u>365,561</u>	<u>108,030</u>	<u>257,531</u>		29.55%
TOTAL EXPENDITURES	59,474,695	59,474,695	28,428,972	31,045,724		47.80%
7900 - Reserve for Contingencies	<u>100,000</u>	<u>100,000</u>	<u>0</u>	<u>100,000</u>		0.00%
TOTAL EXPENDITURES/RESERVE	59,574,695	59,574,695	28,428,972	31,145,724		47.72%
EXCESS TOTAL REVENUE OVER TOTAL EXPENDITURES	(71,848)	(71,848)	1,778,575			
ENDING BALANCE	5,436,235	5,436,235				
REQUIRED RESERVE (5%)	(2,523,077)	(2,523,077)				
DESIGNATED FUND BALANCE FOR COLA .68%	(308,213)	(308,213)				
DESIGNATED FUND BALANCE FOR DEBT SERVICE	(83,600)	(83,600)				
DESIGNATED FUND BALANCE FOR REPAIR/REPLMT EQUIP	(140,259)	(140,259)				
RESTRICTED ENDING BALANCE	(4,000)	(4,000)				
UNDESIGNATED FUND BALANCE	2,377,086	2,377,086				

Solano Community College
 GENERAL FUND UNRESTRICTED REVENUE
 AS OF 12/31/08

2008/09

DESCRIPTION	ADOPTED BUDGET	WORKING BUDGET	RECEIVED TO DATE	BALANCE TO BE RECEIVED	% RECEIVED
UNAUDITED BEGINNING BALANCE	5,504,083	5,504,083			
REVENUE					
8100 - Federal Income					
VTEA	0	0	0	0	0.00%
Veterans Assistance	0	0	0	0	0.00%
Financial Aid (CWSP)	0	0	0	0	0.00%
Other	0	0	0	0	0.00%
TOTAL FEDERAL INCOME	0	0	0	0	0.00%
8600 - State Income					
Apportionment	31,784,950	31,784,950	16,562,095	15,222,855	52.11%
Apportionment-One Time	0	0	0	0	0.00%
Part-Time Faculty Compensation	333,059	333,059	173,200	159,859	52.00%
TANF/Cal Works Apportionment	0	0	0	0	0.00%
EOPS/DSPS/CARE Apportionment	0	0	0	0	0.00%
Tax relief Subvention	147,094	147,094	66,647	80,447	0.00%
Lottery Revenue	1,091,146	1,091,146	0	1,091,146	0.00%
Mandated Costs	0	0	0	0	0.00%
Instructional Equipment - Ongoing	0	0	0	0	0.00%
Instructional Equipment - One Time	0	0	0	0	0.00%
Career Tech Equipment - One Time	0	0	0	0	0.00%
Basic Skills - One Time	0	0	0	0	0.00%
Scheduled Maintenance-Ongoing	0	0	0	0	0.00%
Scheduled Maintenance - One Time	0	0	0	0	0.00%
Matriculation	0	0	0	0	0.00%
All Other State Sources	0	0	0	0	0.00%
TOTAL STATE INCOME	33,356,249	33,356,249	16,801,942	16,554,307	50.37%
8800 - Local Income					
Taxes	12,343,216	12,343,216	5,644,228	6,698,988	45.73%
Nonresident Tuition	302,468	302,468	317,974	(15,506)	105.13%
Enrollment Fees	2,299,106	2,299,106	1,776,100	523,006	77.25%
All Other Local Sources	2,088,656	2,088,656	582,853	1,505,803	27.91%
TOTAL LOCAL INCOME	17,033,446	17,033,446	8,321,155	8,712,291	48.85%
TOTAL REVENUES	50,389,695	50,389,695	25,123,097	25,266,598	49.86%
TOTAL RESOURCES	55,893,778	55,893,778			

Solano Community College
 GENERAL FUND UNRESTRICTED EXPENDITURES
 AS OF 12/31/08

DESCRIPTION	2008/09			REMAINING		% EXPENDED
	ADOPTED BUDGET	WORKING BUDGET	EXPENDED TO DATE	BALANCE TO DATE		
EXPENDITURES AND OTHER OUTGO						
1000 - Academic Salaries	21,126,454	21,126,454	10,893,660	10,232,794		51.56%
2000 - Classified Salaries	8,518,643	8,518,643	4,739,276	3,779,367		55.63%
3000 - Employee Benefits	<u>10,981,125</u>	<u>10,981,125</u>	<u>5,420,083</u>	<u>5,561,042</u>		<u>49.36%</u>
TOTAL COMPENSATION	40,626,222	40,626,222	21,053,019	19,573,203		51.82%
4000 - Books and Supplies	1,365,059	1,377,350	475,863	901,487		34.55%
5000 - Other Operating Expenses	<u>7,676,539</u>	<u>7,645,077</u>	<u>3,693,267</u>	<u>3,951,810</u>		<u>48.31%</u>
TOTAL CURRENT EXPENSE	49,667,820	49,648,649	25,222,149	24,426,500		50.80%
6000 - Capital Outlay	<u>598,323</u>	<u>617,494</u>	<u>113,506</u>	<u>503,988</u>		18.38%
TOTAL 1000 - 6000	50,266,143	50,266,143	25,335,655	24,930,488		50.40%
7000 - Other Outgo	<u>95,400</u>	<u>95,400</u>	<u>0</u>	<u>95,400</u>		0.00%
TOTAL EXPENDITURES	50,361,543	50,361,543	25,335,655	25,025,888		50.31%
7900 - Reserve for Contingencies	100,000	100,000	0	100,000		0.00%
TOTAL EXPENDITURES/RESERVE	50,461,543	50,461,543	25,335,655	25,125,888		50.21%
EXCESS TOTAL REVENUE OVER TOTAL EXPENDITURES	(71,848)	(71,848)	(212,558)			
ENDING BALANCE	5,432,235	5,432,235				
REQUIRED RESERVE (5%)	(2,523,077)	(2,523,077)				
DESIGNATED FUND BALANCE FOR .68% COLA	(308,213)	(308,213)				
DESIGNATED FUND BALANCE FOR DEBT SERVICE	(83,600)	(83,600)				
DESIGNATED FUND BALANCE FOR REPAIR/REPLMT EQUIP	(140,259)	(140,259)				
UNDESIGNATED FUND BALANCE	2,377,086	2,377,086				

Solano Community College
 GENERAL FUND RESTRICTED REVENUE
 AS OF 12/31/08

2008/09

DESCRIPTION	ADOPTED BUDGET	WORKING BUDGET	RECEIVED TO DATE	BALANCE TO BE RECEIVED	% RECEIVED
UNAUDITED BEGINNING BALANCE	4,000	4,000			
REVENUE					
8100 - Federal Income					
VTEA	346,976	346,976	88,934	258,042	25.63%
Veterans Assistance	3,701	3,701	0	3,701	0.00%
Financial Aid (CWSP)	254,000	254,000	0	254,000	0.00%
Other	955,233	955,233	287,196	668,037	30.07%
TOTAL FEDERAL INCOME	1,559,910	1,559,910	376,130	1,183,780	24.11%
8600 - State Income					
Apportionment				0	0.00%
Apportionment-One Time				0	0.00%
Part-Time Faculty Compensation				0	0.00%
TANF/Cal Works Apportionment	320,002	320,002	142,242	177,760	44.45%
EOPS/DSPS/CARE Apportionment	1,298,789	1,298,789	685,228	613,561	52.76%
Tax relief Subvention				0	0.00%
Lottery Revenue	347,587	347,587	152,987	194,600	0.00%
Mandated Costs				0	0.00%
Instructional Equipment - Ongoing	183,873	183,873	135,873	48,000	0.00%
Instructional Equipment - One Time	214,683	214,683	214,683	0	100.00%
Career Tech Equipment - One Time	103,873	103,873		103,873	0.00%
Basic Skills	218,456	218,456	127,754	90,702	58.48%
Scheduled Maintenance-Ongoing	125,157	125,157	25,157	100,000	20.10%
Scheduled Maintenance - One Time	261,925	261,925	261,925	(0)	0.00%
Matriculation	623,615	623,615	324,281	299,334	52.00%
All Other State Sources	2,167,642	2,167,642	985,406	1,182,236	45.46%
TOTAL STATE INCOME	5,865,602	5,865,602	3,055,536	2,810,066	52.09%
8800 - Local Income					
Taxes				0	0.00%
Nonresident Tuition				0	0.00%
Enrollment Fees				0	0.00%
All Other Local Sources	1,687,640	1,687,640	1,652,782	34,858	97.93%
TOTAL LOCAL INCOME	1,687,640	1,687,640	1,652,782	34,858	97.93%
TOTAL REVENUES	9,113,152	9,113,152	5,084,449	4,028,703	55.79%
TOTAL RESOURCES	9,117,152	9,117,152			

Solano Community College
GENERAL FUND RESTRICTED EXPENDITURES
AS OF 12/31/08

DESCRIPTION	2008/09		WORKING BUDGET	EXPENDED TO DATE	REMAINING BALANCE TO DATE	% EXPENDED
	ADOPTED BUDGET					
EXPENDITURES AND OTHER OUTGO						
1000 - Academic Salaries	1,479,229	1,525,930	658,659	867,271	43.16%	
2000 - Classified Salaries	1,461,732	1,519,901	881,473	638,428	58.00%	
3000 - Employee Benefits	<u>573,200</u>	<u>602,781</u>	<u>438,963</u>	<u>163,818</u>	72.82%	
TOTAL COMPENSATION	3,514,161	3,648,612	1,979,095	1,669,517	54.24%	
4000 - Books and Supplies	1,075,455	970,899	170,335	800,564	17.54%	
5000 - Other Operating Expenses	<u>2,312,068</u>	<u>2,312,972</u>	<u>645,586</u>	<u>1,667,386</u>	27.91%	
TOTAL CURRENT EXPENSE	6,899,684	6,932,483	2,795,016	4,137,467	40.32%	
6000 - Capital Outlay	<u>1,943,307</u>	<u>1,910,508</u>	<u>190,271</u>	<u>1,720,237</u>	9.96%	
TOTAL 1000 - 6000	8,842,991	8,842,991	2,985,287	5,857,704	33.76%	
7000 - Other Outgo	<u>270,161</u>	<u>270,161</u>	<u>108,030</u>	<u>162,131</u>	39.99%	
TOTAL EXPENDITURES	9,113,152	9,113,152	3,093,317	6,019,835	33.94%	
7900 - Reserve for Contingencies	0	0	0	0	0.00%	
TOTAL EXPENDITURES/RESERVE	9,113,152	9,113,152	3,093,317	6,019,835	33.94%	
EXCESS TOTAL REVENUE OVER TOTAL EXPENDITURES	0	0	1,991,132			
ENDING BALANCE	4,000	4,000				
RESTRICTED ENDING BALANCE	(4,000)	(4,000)				
RESERVE FOR CONTINGENCIES	0	0				
AVAILABLE FUND BALANCE	0	0				

AGENDA ITEM 13.(c)
MEETING DATE February 4, 2009

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

TO: Members of the Governing Board
**SUBJECT: CITY OF VACAVILLE DEVELOPMENT IMPACT FEES
FOR THE VACAVILLE CENTER PROJECT**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to issue payment to the city of Vacaville for development impact fees due and payable, as per the terms stipulated in the Vacaville Center Development Agreement approved by the Board in 1999 and amended in 2006. In building the new Vacaville Center, the District is considered a developer and subject to infrastructure and development impact fees during new construction. Ron Richards of Kitchell CEM has provided information to the city in order to complete its fee calculations that are based on estimates on number of residential dwellings, commercial users, amount of traffic generated, square footage of classrooms, and public safety services.

Attached is the final fee schedule provided by the city of Vacaville. The total cost is \$469,897.00 and will derive from Measure G bond funds. Staff attached a summary of the financial obligations of the District outlined in the Acquisition Agreement and Development Agreement. The 1999 original Agreement and the 2006 amended Development Agreement are included indicating the District's obligations.

CONTINUED ON NEXT PAGE:

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

Stan Dobbs
Independent Contractor
PRESENTER'S NAME

400 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

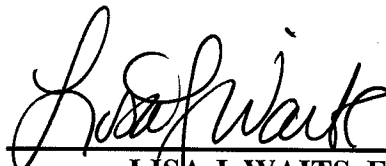
TELEPHONE NUMBER

Maintenance & Operations

ORGANIZATION

January 23, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D
Interim Superintendent/President

January 23, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AGENDA ITEM 13.(c)
MEETING DATE February 4, 2009

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

TO: Members of the Governing Board

**SUBJECT: CITY OF VACAVILLE DEVELOPMENT IMPACT FEES
FOR THE VACAVILLE CENTER PROJECT**

REQUESTED ACTION: APPROVAL

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

This item covers the Fee Schedule invoice that Solano Community College has received from the city of Vacaville in connection with the Vacaville Center Project. This item was brought to the last Governing Board meeting; however, there were questions as to whether or not payment of the fees in connection with the Vacaville Center Project had been waived by the city of Vacaville.

Copies of the 1999 Development Agreement and the 2006 Amendment thereto are attached for reference.

Research of this situation has developed that the payment of fees in connection with this agreement are contained in the Development Agreement, dated October 26, 1999, under Section 3, entitled "Obligations of District," Paragraph G* (page 56); entitled, "Payment by District of Processing Charges, Development Impact Fees or their Equivalent, and Environmental Mitigation Costs Applicable to Project Site." This paragraph was amended in the 2006 Amendment to the Development Agreement. Item 6** (page 77) of this amendment states, in part:

"Section 3.G is hereby amended to delete the references in the first paragraph to "... application fees, processing fees, costs of staff time, development impositions, ..."

The next phrase in Paragraph G is: "development impact fees and regulatory fees . . ." These fees were not deleted from the original document and remain in effect.

According to Ron Richards, of Kitchell CEM, up to this point, SCC has not been billed for the development impact fees involved with the Vacaville property. Mr. Richards advised that the January 15, 2009, Fee Schedule Invoice, in the amount of \$469,897.00, from the city of Vacaville, is the first and only billing that SCC will receive for the development impact fees in connection with the Vacaville Center Project.

Also attached is a copy of Page 16 of the Development Agreement indicating the specific changes that were made to Paragraph G in the 2006 Amendment. The single page noted with three asterisks (page 86) shows the original language of the 1999 Development Agreement with the 2006 amendment of subsequent deleted items.

Staff will be at the meeting to answer any questions by the Board.

<p>FEE SCHEDULE CITY OF VACAVILLE Community Development Department Building Inspection Division 650 Merchant Street, Vacaville, CA 95688 (707) 449-5152</p>	Project # <u>09010057</u> G Date <u>01/15/09</u> By <u>kboceilh</u> Project Name <u>SOLANO COMMUNITY COLLEGE</u> Parcel Number <u>0133180160</u> Location <u>2001 N VILLAGE PKWY</u> <u>VACAVILLE, CA 95688</u> Subdv/Unit/Lot <u>MISSION LAND AND DEVELOPMENT 1B</u>
--	--

Total Valuation	\$0
Plumbing Contract	\$0
Electrical Contract	\$0
Mechanical Contract	\$0
Water Meter(s) Sizes	3
Water Rights-Full or Partial	
Total Acreage	435,600 sq ft
Detention Zone	1A
Drainage Conveyance Fee	
Benefit District	
Landscaped Area	

TOTAL SQUARE FOOTAGE	36,359	NF
EDU - medium density	36,359	NF

Project Type	<u>CMOFFI COMMERCIAL: Office</u>
Construct Type	
Occupancy Type	
Sprinklered?	

FEEES TO BE PAID IN CONNECTION WITH CONSTRUCTION

Fee Description	Fee Amount	Amount Paid	Amount Due
Plan Check Fee	0.00		0.00
Energy Plan Check Fee	0.00		0.00
Landscape Plan Check Fee	0.00		0.00
Fire Plan Check/Insp Fee	0.00		0.00
Building Fee	0.00		0.00
S.M.I.P. Fee	0.00		0.00
Plumbing Fee	0.00		0.00
Plumbing Plan Check Fee	0.00		0.00
Electrical Fee	0.00		0.00
Electrical Plan Check Fee	0.00		0.00
Mechanical Fee	0.00		0.00
Mechanical Plan Check Fee	0.00		0.00
Water Installation Fee	2,245.00		2,245.00
Water Connect-Plant/Non-Reimb	86,330.00		86,330.00
Water Connect-Plant/Reimb	21,583.00		21,583.00
Water Connect-Distr/Non-Reimb	57,553.00		57,553.00
Water Connect-Distrib/Reimb	14,388.00		14,388.00
Sewer Connection-Non-Reimburse	81,347.00		81,347.00
Sewer Connection-Reimbursable	0.00		0.00
General Fac Impact-Non-Reimb	10,782.00		10,782.00
Police Dev Impact-Non-Reimb	0.00		0.00
Fire Dev. Impact Fee	12,430.00		12,430.00
Traffic Impact Fee	132,373.00		132,373.00
Drainage Det. Zone 1-Non-Reimb			0.00
Drainage Conveyance-70% Convey	0.00		0.00
Drainage Conveyance-30% WtrQua	0.00		0.00
County Facility Fee	50,866.00		50,866.00
Benefit District Fee	0.00		0.00
TOTAL:	469,897.00	0.00	469,897.00
Other Fees:			

36,359sq COMMUNITY COLLEGE - PLANCHECK AND INSPECTION DONE BY DSA: 1) IMPACT FEES CHR'D AT OFFICE RATE; 2) PER-ACRE FEES BASED ON 10 ACRE SITE; 3) DET ZONE 1A-NO FEE; 4) NO POLICE OR DRAINAGE PRR DA SECTION 3.G.1 (PAGE 17); 5) (1)3" DOMESTIC METER ONLY, IRRIG. BY SID; 6) ENCROACHMENT AND SCHOOL FEES TO BE PAID SEPARATELY

**MILLER
STARR
&
REGALIA**
A PROFESSIONAL
LAW CORPORATION

1331 NORTH CALIFORNIA BLVD.
FIFTH FLOOR
P.O. Box 8177
WALNUT CREEK, CALIFORNIA 94596
FACSIMILE (925) 933-4126
TELEPHONE (925) 935-9400

RECEIVED
DEC 3 12 54 PM '99
SUPERINTENDENT
PRESIDENT
SOLANO COMMUNITY
COLLEGE
LMY@MSANDR.COM
(925) 941-3209

LYNNE M. YERKES

November 30, 1999

Stan R. Arterberry
Superintendent/President
Solano Community College District
4000 Suisun Valley Road
Suisun, CA 94585

Re: Vacaville Development Agreement

Dear Stan:

I enclose a copy of the cover letter from Gregg Werner and an original of the fully-executed Development Agreement with the City of Vacaville for your information and records.

I had a message from Gregg Werner saying that he was going to ask you for notarized signatures in order to get the Development Agreement recorded. We will forward a recorder stamped copy upon receipt.

Please give me a call if you have any questions. We plan to review the title issues and contact Mission in order to move towards close of escrow in this matter.

Best regards.

Very truly yours,

MILLER, STARR & REGALIA



Lynne M. Yerkes

LMY:sel

Enclosures

SCCD\32818\356121.1

RECORDING FEES EXEMPT
PURSUANT TO
GOVERNMENT CODE §27383

RECORDING REQUESTED BY:
CITY OF VACAVILLE

WHEN RECORDED MAIL TO:

KATHY M. ANDRONICO
CITY CLERK
CITY OF VACAVILLE
650 MERCHANT STREET
VACAVILLE, CA 95688

DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF VACAVILLE AND
SOLANO COMMUNITY COLLEGE DISTRICT
RELATIVE TO THE PROPERTY OWNED BY
MISSION-VACAVILLE LIMITED PARTNERSHIP
IN AN AREA OF THE CITY OF VACAVILLE
COMMONLY KNOWN AS NORTH VILLAGE

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THIS DEVELOPMENT AGREEMENT (hereinafter "Agreement") is entered into this 26 day of October, 1999 by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, a California community college district ("District") and the **CITY OF VACAVILLE**, a municipal corporation ("City"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code, Division XVII of the Vacaville Municipal Code, the Vacaville General Plan, and the North Village Specific Plan, each as last amended and in effect on the date of this Agreement. City and District are also referred to hereinafter individually as "party" or collectively as the "parties."

RECITALS

This Agreement is made with reference to the following facts:

- A. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs of development, the Legislature of the State of California enacted Section 65864, et. seq., of the California Government Code (the "Development Agreement Legislation"). The Development Agreement Legislation authorizes City to enter into a development agreement for the development of property with any person having a legal or equitable interest in real property. City has authorized the undertaking of Development Agreements within the City of Vacaville and established procedures for entering into Development Agreements through the adoption of Division XVII of the Vacaville Municipal Code (the "Development Agreement Ordinance").
- B. Mission-Vacaville Limited Partnership ("Mission") owns certain real property consisting of approximately eight hundred eighty-two (882) acres located within City, all of which is commonly known as "North Village." (the "North Village Project"). Mission intends to develop the area as a master planned community of 882 acres, including a community college site of approximately sixty (60) acres, residential units, a school, open space and business, retail and commercial development. As used herein, "Mission" shall include Mission's successors and assigns, which shall include District after Mission has transferred the District Site to District.
- C. District intends to develop a permanent higher education center ("District Facility") on a portion of North Village, as more particularly described on Exhibit A attached hereto as the "District Site." District and City acknowledge that the higher education center developed on the District Site may, without obligation, integrate programs offered by other educational agencies, including without limitation joint programs with secondary schools. District's acquisition of the District Site is pursuant to the Acquisition Agreement dated September 30, 1997 between District and Mission (the "Acquisition Agreement"). The first phase of development planned for the District Site includes construction of up to 53,052 assignable square feet of space consisting of up to five permanent buildings to accommodate up to 3,000 full and/or part time students (the "District Facility Phase I"). The full build out of the District Facility includes construction to expand the District Facility to a maximum total of 100,000 assignable square feet of space to accommodate up to 6,000 full and/or part time students (the "Full District Facility"). "Assignable Square Feet", as used in this Agreement, means and refers to the sum of all areas on all floors of a building assigned to, or available for assignment to an occupant, including every type of space functionally usable by an occupant (excepting those spaces defined as circulation, custodial, mechanical and structural areas), computed by measuring from the inside finishes of surfaces

which form the boundaries of the designated areas, and as more specifically described in the California Community College Capital Outlay Handbook published by the Facility Planning Office of the Chancellor of the California Community Colleges.

D. On or about December 10, 1992, the City Council of the City of Vacaville ("City Council") entered into that certain Memorandum of Understanding among Mission's predecessor in interest, City, and District (the "MOU") for the purpose of resolving key development issues prior to the execution of this Development Agreement. Said agreement has been amended from time to time and is referenced herein in its last amended form. The Acquisition Agreement and the North Village Development Agreement, referred to in Recital F, below, were, and this Development Agreement is, entered into in order to implement certain provisions of the MOU. Upon execution of this Development Agreement, said Memorandum of Understanding, as last amended, shall be superseded and of no further force or effect.

E. On August 21, 1990, City Council approved a comprehensive update to City's General Plan (the "General Plan"). The General Plan update, among other changes, established broad policies for the North Village Project Site and its development for office, commercial, residential, educational and recreational uses. In connection with the update of the General Plan, City prepared and certified a Final Environmental Impact Report. City's General Plan recognizes the need for expanding the educational opportunities for both its citizens and for all those persons in the surrounding area.

F. City, Mission and District recognize that funding of the construction of the District Facility is primarily a function of the State government. District is actively engaged in applying for funding of the proposed District Facility on the District Site. However, such funding may not be available in the near term nor, perhaps, available at all. The uncertainty of such funding was considered within that certain Annexation and Development Agreement by and between the City of Vacaville and Mission Land Company Relative to the Property Owned by Mission Land Company in an Area Adjacent to the City of Vacaville and Commonly Known as North Village dated February 14, 1995, recorded in the Official Records of Solano County on January 18, 1996 as Instrument No. 96-3463 (the "North Village Development Agreement") to provide District the sixty (60) acres of land necessary for the District Facility on the District Site. Further, said agreement also provided for the land to be transferred to City should the funding of the District Facility, and commencement of construction thereof, not occur by December 10, 2014. This provision is more particularly described in, and subject to the terms and conditions of, the Condition Subsequent (the "Condition Subsequent") in the Grant Deed from Mission to District (the "Grant Deed") and the Reimbursement Agreement (the "Reimbursement Agreement"), as those terms are defined in the Acquisition Agreement, and as were approved by the City Council as a minute action at its meeting of September 9, 1997. Commencement of construction of the District Facility is defined in the Condition Subsequent. Should the District Site be transferred to City, City will be able to develop said property in accordance with the terms and limitations set forth in the Use Restriction in the Grant Deed.

G. The parties agree that certain public infrastructure improvements are required in order to permit City to provide adequate public services to the District Site. The Acquisition Agreement provides for the construction of such required improvements by Mission in conjunction with or

prior to the development of North Village. The parties further agree that certain Planned Public Improvements described on Exhibit B attached hereto, which are a subset of the North Village Phase IA Improvements, may be required to serve the District Facility Phase I depending upon the size and configuration of the actual facility (the "Planned Public Improvements").

H. The parties now desire to set forth their understandings concerning the vesting of certain components of the Vacaville General Plan and the Specific Plan for the North Village Project, and other matters regarding the development of the District Site by District. The parties additionally desire to specify their agreement as to the provision of public infrastructure to serve the District Site. District will receive by this Agreement certain assurances concerning the conditions under which it may proceed with the District Facility, and therefore, desires to enter into this Agreement. In exchange for the special benefits to City described in this Agreement, together with other public benefits that will result from the development of the District Facility, City desires to enter into this Agreement. The parties now desire to set forth their understandings and agreements concerning the transfer and development of the District Site.

I. As part of the North Village Project, Mission has secured various environmental and land use approvals, entitlement, and permits relating to the development of the North Village Project Site which includes the District Site (the "Project Approvals"). These Project Approvals include, without limitation, the following:

(1) EIR. The potential environmental impacts of the North Village Project including the District Site contemplated and addressed by the EIR, including the Project Approvals, and the Subsequent Approvals, and alternatives to the North Village Project or its location, have properly been reviewed and assessed by City pursuant to CEQA. Concurrently with the adoption of the Mission Development Agreement, pursuant to CEQA and in accordance with the recommendation of City Planning Commission, City Council certified an environmental impact report, entitled the North Village Development Project Final Environmental Impact Report, No. EIR-94-070, State Clearinghouse No. 93053033, regarding the North Village Project (the "EIR"), adopted certain Statements of Overriding Considerations, and adopted findings and a mitigation monitoring program (the "Mitigation Monitoring Program").

(2) General Plan Amendment. Prior to adoption of the North Village Development Agreement, following review and recommendations by City Planning Commission, and after duly noticed public hearing and certification of the EIR, City Council, by Resolution 95-18, approved an amendment to the City's General Plan.

(3) Specific Plan. Concurrent with the adoption of the North Village Development Agreement, following review and recommendations by City Planning Commission, and after duly noticed public hearing and certification of the EIR, City Council, by Resolution 1995-19, approved the North Village Specific Plan (the "Specific Plan"), providing City land use regulations and development criteria relating to the development of the District Facility on the District Site.

(4) Zone Change. Concurrent with the adoption of the North Village Development Agreement, following review and recommendation of City Planning Commission, and after duly

noticed public hearing and certification of the EIR, City Council, by Ordinance 1530, approved the rezoning or pre-zoning of portions of the District Site (the Zone Change).

(5) North Village Development Agreement. On December 20, 1994, following duly noticed public hearing, City Planning Commission by minute order made the appropriate findings required by Section 15.60.040 of the Vacaville Municipal Code, and recommended that City Council approve this Agreement. On February 14, 1995, the City Council adopted Ordinance No. 1531 approving and authorizing the execution of the North Village Development Agreement.”

J. To the extent that City has land use jurisdiction over the development of the District Facility, under the provisions of this Agreement or under applicable State law, City and District wish to specify the scope and nature of City review and discretion over any subsequent development of the District Site. Application for such City discretionary approvals (collectively, the “Subsequent Approvals”) will be made by District once the District has funding for the development of the District Site.

K. On October 5, 1999 following a duly noticed public hearing the Vacaville Planning Commission by Resolution 99-213 made the appropriate findings required by Section 14.214.020 of the Vacaville Municipal Code and recommended that the City Council approve this Agreement.

L. Immediately prior to the adoption of this Agreement the City Council took the following actions:

(1) Determined that the environmental impact report, entitled the North Village Development Project Final Environmental Impact Report, No. EIR-94-070, State Clearinghouse No. 93053033, regarding the North Village Project (the “EIR”) adequately addressed this Agreement and made the findings required by CEQA; and

(2) After a duly noticed public hearing, made appropriate findings required by Section 14.214.030,B of the Vacaville Municipal Code.

NOW, THEREFORE, in consideration of the premises, covenants and provisions set forth herein, the parties agree as follows:

AGREEMENT

SECTION 1. EFFECTIVE DATE; TERM; AND TERMINATION

A. Effective Date. This Agreement shall become effective on the thirty-first (31st) day following the adoption by the City Council of the ordinance approving this Agreement, or the date upon which this Agreement is executed by District and City, or upon receipt of the certified results of a referendum election, whichever is later (the “Effective Date”). This Agreement shall, however, be executed by District within fifteen days after the adoption of the ordinance approving this Agreement or the approval of this Agreement shall become null and void as provided in Section 14.216.010 of the Vacaville Municipal Code.

B. Term. This Agreement shall commence upon the Effective Date and shall remain in effect up to and including December 10, 2017, unless said term is terminated, modified, or extended by circumstances set forth in this Agreement, or by mutual consent of all the parties hereto. This Agreement shall terminate automatically upon (1) the termination of the Acquisition Agreement prior to the Close of Escrow thereunder; or (2) the conveyance of the District Site from District to City pursuant to the Condition Subsequent. Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, that such termination or earlier termination of the term shall not automatically affect any Project Approvals or Subsequent Approvals which have been granted prior to the expiration of the term.

SECTION 2. OBLIGATIONS OF CITY

A. Vested Elements. The approval of the development of the District Site that occurred in conjunction with the approval's related to the North Village Development Project are declared binding and not subject to change as specified in this Section. These actions are referred to herein as the "Vested Elements."

No part of the Vested Elements may be revised or changed during the Term without the consent of the District, unless expressly stated to the contrary in other Sections of this Agreement; provided, however, that applications for development approvals shall be subject to such changes in the General Plan, the zoning codes, and other rules, regulations, ordinances and official policies hereinafter adopted (and in effect at the time of the application) that do not conflict with the Vested Elements or deprive District of the benefits thereof.

The Vested Elements shall be effective against, and shall not be amended by, any subsequent ordinance or regulation, whether adopted or imposed by the City Council or through the initiative or referendum process. The Vested Elements include the following approvals for use of the District site:

1. District Facility Phase I. The first phase of development planned for the District Site including construction of up to 53,052 assignable square feet of floor space (the "District Facility Phase I"). The first phase may accommodate up to a total of 3000 full and/or part time students and may additionally include:

(a) Up to five permanent buildings, permanent parking facilities at a ratio of one space per each 3.5 students and site landscaping, all consistent with the Community Design Standards and Guidelines incorporated in the North Village Specific Plan.

(b) Support facilities accessory to the function of the community college including but not limited to a cafeteria, day care center or recreation facilities as elected by the District.

(c) Use of the facilities by California State University, Sacramento and/or joint secondary school and college programs as elected by the District.

2. The second phase of development planned for the District Site including construction to expand the District Facility to a maximum total of 100,000 assignable

square feet of floor space that is in excess of the District Facility Phase I (the "District Facility Phase II"). The second phase may accommodate up to a total of 6000 full and/or part time students and may additionally include:

(a) Permanent buildings, permanent parking facilities at a ratio of one space per each 3.5 students and site landscaping all consistent with the Community Design Standards and Guidelines incorporated in the North Village Specific Plan

(b) Support facilities accessory to the function of the community college including but not limited to a cafeteria, day care center or recreation facilities as elected by the District.

(c) Use of the facilities by California State University, Sacramento and/or joint secondary school and college programs as elected by the District.

3. An Interim District Facility which may be constructed prior to the District Facility Phase I (the "Interim Facility") which would consist of portable buildings and partial improvement of the site which shall be subject to design review by City as provided in Section 2.G.1(d).

4. Other uses of the District Site including the following:

(a) Permitted uses including; public parks, recreational facilities and other educational facilities, which are subject to design review by City as provided in Section 2.G.1(e.)

(b) Conditional uses including; cultural facilities, public administration offices, well sites, City community centers, day care centers, public open space, police or fire stations, libraries, public multimodal transportation centers, public rights of way or other public easements and detention basins no larger than five acres in area unless constructed for dual service as athletic fields in which case the areas used for athletic fields may exceed five acres. All such uses shall be subject to approval of a conditional use permit by City as provided in Section 2.G.1(e.)

B. Entitlement To Specific Public Services; Reservation of Infrastructure Capacity. City and District acknowledge that, pursuant to the MOU, District has agreed in the Acquisition Agreement to pay to Mission certain Contingent Acquisition Costs, as that term is defined in the Acquisition Agreement, as payment for the District's fair share of the cost of certain existing and future infrastructure that will provide the required capacities for the development of the Full District Facility. In recognition thereof, City agrees to reserve for the benefit of, and provide, the District Facility Phase I, with the public services listed below in amounts and frequency described below for the entire term of this Agreement subject only to (1) restrictions set or required by State or Federal Regulation or set forth in this Agreement; (2) payment by District of all connection and hook-up fees, and (3) construction of the Planned Public Improvements. If the Planned Public Improvements have not been installed prior to the construction of the District Facility and prior to the construction of nondistrict uses on the site, City will determine if public improvements are adequate to accommodate the District Facility as provided in Section 2.G.1. For the purposes of this Agreement "Nondistrict Facilities" shall be

defined as any use other than those provided in Section 2.A.1.(a),(b) and (c) or Section 2.A.2(a), (b) and (c) that is not operated by the District or is not served by the District's security employees.

1. Entitlement for District Facility Phase I if Planned Improvements have been installed. The following infrastructure capacity is reserved by City for District Facility Phase I subject to the prior installation of all of the Planned Public Improvements

(a) Potable Water – 9,300 gallons per day on average with a maximum daily limit of 18,600 gallons in any one day, including pipeline and conduit capacity, subject to any temporary or permanent rationing system which is uniformly applied to all water users throughout the City's System.

(b) Non-potable Water – 2,300 gallons per day for each acre of irrigated landscaping up to the full site area, with a maximum limit of 920 gallons per acre in any one hour, including pipeline and conduit capacity, subject to any temporary or permanent rationing system which is uniformly applied to all water users throughout the City's system, and to be provided by Solano Irrigation District from the City's allocation.

(c) Storm Drainage - .634 cubic feet per second flow for each developed acre of land in addition to the flow that is conveyed from areas upstream of the District Site.

(d) Wastewater Collection – 8,400 gallons per day on average with a maximum daily limit of 15,372 gallons per day, including pipeline and conduit capacity, subject to adequate capacity in the wastewater treatment facilities at the time of the commencement of construction of the District Facility Phase I, as that term is defined in the Condition Subsequent.

(e) Traffic Allocation – 4,530 average day demand, and 725 trips capacity in a.m. peak hour

2. Entitlement for District Facility Phase I if Planned Public Improvements have not been installed. If all of the Planned Public Improvements have not been installed prior to the construction of the District Facility Phase I, the reservation of infrastructure capacity by City as provided in Section 1 above shall be subject to City's review of the need for any of the incomplete improvements included in the Planned Public Improvements as provided in Section 2.G.1. City may require the installation of any improvement included in the Planned Public Improvements if City determines that such improvement is reasonably required to serve the District Facility Phase I and to provide for the District's fair share of area improvements.

3. Entitlement for District Facility Phase II. The construction of Phase II of the District Facility shall be subject to City's standard review of the need for additional infrastructure to serve the District Facility Phase II and the requirement of the installation of any improvement City determines is reasonably required to serve the District Facility Phase II and to provide for the District's fair share of area improvements. If City determines that improvements are not available in the area or citywide to serve the District

Facility Phase II, City shall notify the District of such lack of infrastructure in writing that adequate improvements are not available to serve the District Facility Phase II.

4. Entitlement for Other Uses. No entitlement is specifically provided by this Agreement for other uses of the District Site as provided in Section 2.A.4 above. All such uses shall be subject to City's standard review of the need for additional infrastructure to serve said other use and the requirement of, the installation of any improvement City determines is reasonably required to serve said other use and to provide for the District's fair share of area improvements. If City determines that improvements are not available in the area to serve said other use, City shall be under no obligation to approve said other use.

C. Development May Proceed Without Regard To Development Impact Fee Projects For Water And Sewer Lines. While development of projects must usually be accompanied by public infrastructure necessary to serve the development, it has been determined and agreed to by City that District may proceed with development as to the District Facility Phase I without regard to the availability of funds for water line and sewer line projects that are part of City's Development Impact Fee program for water and sewer projects. District shall be responsible for all monthly charges for the water used by the District Site, and, if applicable, District shall be responsible for all costs associated with the closure and removal of water or sewer transmission facilities on the District Site.

D. Non-Entitlement to Specific Public Services. Other than the guarantees set forth in Section 2.B.1 and 2 and Section 2.C, above, the City has not reserved, and will not reserve, any other public services and infrastructure to serve the District Site. District will be able to assure such availability of public services, if available, at the time District proposes to commence construction.

E. No Conflicting Enactments; Protection From Moratoria. Exception For Development Limitation Due to Lack of Infrastructure or Inability of City to Provide Public Services; Timing of Project Construction and Completion. Neither City nor any agency of City shall enact any ordinance, resolution, rule, procedure or other measure that relates to the rate, timing or sequencing of development of the District Facility, including without limitation related and ancillary services and facilities or other uses consistent with the Use Restriction in the Grant Deed.

In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties desire to avoid that result by acknowledging that District shall have the right to develop the District Facility in such order and at such rate and at such times as District deems appropriate within the exercise of its subjective business judgment.

This Section shall not limit City's right to insure that District and Mission timely construct and provide all necessary infrastructure to serve the proposed development of the District Site, or City's right to impose requirements upon District concerning the timing or

commencement of construction when related to the need for infrastructure or utilities as provided herein.

City shall cooperate with District to bring about construction of the infrastructure required for the development of the North Village Project that is not within District's control, including without limitation county, state, or federal assistance and, where appropriate, through exercise of the power of eminent domain so long as the funds are available therefor without cost or expense to City, either from bond sales proceeds, cash payments or any combination thereof.

F. Applicable Building, Design And Safety Regulations; No Conflicting Enactments. Except as expressly provided in the conditions of approval of an entitlement, every design review application or conditional use permit application shall be processed in accordance with the laws, ordinances, rules and regulations in effect on the date that the application therefor is determined to be complete. The District Facility shall not require the issuance of building permits by City to the extent that building permits for such construction are issued by the State of California. The issuance of building permits by City shall, however, be required for all uses of the District Site for which building permits are not issued by the State of California.

1. Further, nothing herein contained shall be deemed to prevent adoption, amendment and application to improvements throughout City in general, including the District Site, at the time building permits for construction of improvements are issued, of laws, ordinances, uniform codes, rules or regulations pertaining to or imposing health and safety, fire protection, mechanical, electrical, grading and/or building integrity requirements or other requirements that would be defined as "ministerial" under the California Environmental Quality Act, Public Resources Code §§21000 and following, as of the Effective Date of this Development Agreement.

2. City shall not impose upon the District Facility (whether by Subsequent Approval or action of City or by initiative, referendum or other means) any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each, individually, a "City Law") that reduces the development rights or public service entitlements provided by this Agreement. Without limiting the generality of the foregoing, any City Law shall be deemed to conflict with this Agreement or reduce the development rights or public service entitlements provided hereby if it would accomplish any of the following results in a manner inconsistent with or more restrictive than the Project Approvals or Subsequent Approvals consistent with the Project Approvals, either by specific reference to the District Site or Facility or as part of a general enactment which applies to or affects the District Facility:

(a) limit or reduce the intensity of the District Facility, or any part thereof, or otherwise require any reduction in the square footage or number of proposed buildings or other improvements up to the Full District Facility. However, this provision shall not require City to increase the intensity on the District Site due to the limitations on portions of District Site lands otherwise available land for development which result from state or federal laws including, but not limited to, laws relating to airport safety or wetlands, species or habitat protection, preservation or restoration. This provision is not intended to limit District's legal rights against state or federal authorities, but is intended to protect City from suit by District due to the impact of such laws upon the District Site and to protect City from any obligation to

increase the intensity of development, in one area of the District Site due to reduction in available, developable lands in other areas of the District Site. However City will cooperate with District to attempt to mitigate or minimize the impacts from such reductions on the overall development of the District Site;

(b) change any land uses or permitted uses of the District Site;

(c) establish any assessment districts, zones of benefit, rate zones or other similar financing mechanisms, which may apply to the District Site, transfer any assessments or other costs, directly or indirectly, to the District, the District Site, or the District Facility or obligate District to pay City or any third party through reimbursement agreements or benefit districts as to offsite infrastructure without the express written consent of the District; or

(d) require the issuance of additional permits or approvals by City other than those required by Applicable Law or which City is required to impose by the authority of the State or Federal government or of special districts or agencies that are not subject to the authority of City or agency and whose jurisdiction extends to the District Site.

G. Processing of Subsequent Approvals. . City acknowledges that District Facilities are not normally subject to City development review and approval processes as a matter of law. District acknowledges, however, that the District Site and the District Facility shall be developed in accordance with the development standards for the Higher Education Center set forth in the North Village Specific Plan. To the degree applicable, City shall use its best efforts to commit the necessary time and resources of City staff to work with District on the timely processing of the necessary entitlements and applications, including water and wastewater connection permits, needed for the District project, community review of District Facilities plans, as applicable, and the like.

To the extent that development on the District Site is subject to City’s land use jurisdiction as provided in this Agreement, City agrees that City review shall be governed as follows:

1. Subsequent Approvals. Development of the District Site shall be subject to certain future discretionary approvals as follows:

(a) District Facility Phase I, if all of the Planned Improvements Have Been Installed. Phase I of the District Facility shall not be subject to further City approval, with the exception of the connection points to public streets and utilities as provided in Section 3.I.2 of this Agreement, if all the Planned Public Improvements have been installed. Additionally, it is noted that Section 3.I. of this Agreement provides for review and comment by City of District plans for the District Facility.

(b) District Facility Phase I, if all of the Planned Public Improvements Have Not Been Installed. If all of the Planned Public Improvements have not yet been installed, the District Facility , Phase I shall be subject to City’s determination of the adequacy of infrastructure improvements to serve the proposed Phase I construction. District shall submit its request for such determination to City including all information and fees as required by City for a design review application. Said request shall also include analysis of the

infrastructure required to service the proposed Phase I construction in comparison to the Phase I infrastructure entitlements as specified in Section B, 1 above. The request of the District shall be considered by City's Director of Community Development who shall determine which of the Planned Public Improvements are reasonably required to serve of the District Facility Phase I and to provide for the District's fair share of area improvements. The Director may require that any one or more of the Planned Public Improvements be installed in conjunction with construction of the District Facility Phase I if such improvement are found necessary by the Director to serve the development of the District Facility Phase I or to provide for reasonably anticipated development of the immediate area. He/she may also approve the deferral of improvements required pursuant to this Section subject to the requirement of bonds or similar security to insure that all or part of the improvements are constructed when requested by City. Additionally, it is noted that Section 3.I.5 of this Agreement provides for review and comment by City of District plans for the District Facility.

(c) District Facility Phase II. The District Facility Phase II shall be subject to City's determination of the adequacy of infrastructure improvements to serve the proposed construction. District shall submit its request for such determination to City including all information and fees as required by City for a design review application. Said request shall also include analysis of the infrastructure required to service the proposed construction in comparison to the public infrastructure existing in the area. The request of the District shall be considered by City's Director of Community Development who shall determine if the existing infrastructure is adequate to serve the District Facility Phase II and to provide for the District's fair share of area improvements. The Director may find that infrastructure improvements are adequate to serve the proposed construction or he/she may require that necessary public improvements be installed in conjunction with construction of the District Facility Phase II if such improvement are found necessary by the Director to serve the development of the District Facility Phase I or to provide for reasonably anticipated development of the immediate area.. He/she may also approve the deferral of improvements required pursuant to this Section subject to the requirement of bonds or similar security to insure that all or part of the improvements are constructed when requested by City. If the Director determines that infrastructure improvements are not available in the City in general to adequately serve the District Facility Phase II, the Director shall specify the infrastructure that is required to serve the Full District Facility as part of any denial of the application of the District. Additionally, it is noted that Section 3.I.5 of this Agreement provides for review and comment by City of District plans for the District Facility.

(d) Interim Facility. An Interim Facility as referenced in Section 2.A.3 above shall be subject to City design review approval in accordance with the provisions of Title IX of the Vacaville Municipal Code. Said design review shall include consideration of the adequacy of the infrastructure improvements in the area to serve the proposed Interim Facility only if the Planned Public Improvements are not installed.

(e) Other Uses of the District Site. Other uses of the District Site as specified in Section A.4 above, shall be subject to City review in accordance with the provisions of Title IX of the Vacaville Municipal Code. Permitted uses shall be subject to design review approval and conditional uses shall be subject to approval of a conditional use permit.

2. Term of Subsequent Approvals. The term of any subsequent determination of the adequacy of infrastructure improvements, conditional use permit, design review approval or other zoning entitlement or discretionary review for development of any portion of the District Site shall be three (3) years, which period may be extended for two additional one (1) year periods by the decision maker. Any such approval shall expire three-years after the date of the determination, subject to any extensions as provided in this Section, unless construction of the subject building(s) is initiated and diligently pursued. If the approval expires without construction being initiated, a new approval shall be required prior to the initiation of construction. Any such use or approval shall continue and no extension will be necessary if a building permit, or its equivalent, has been issued and there has been on the ground investment in improvements in the form of the performance of substantial work and the incurring of substantial liabilities in good faith reliance on the permits, or if such approvals otherwise have become legally vested rights.

3. Applicable Rules, Regulations and Official Policies Regarding Permitted Uses. Notwithstanding any future changes in the General Plan, City Zoning Ordinances or any future rules, regulations, or policies adopted by City, including initiatives applicable to the District Site, for the term of this Agreement, City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the District Site, governing density and intensity of use of the District Site and the maximum height, bulk and size of proposed buildings shall be those in force and effect on the Effective Date.

4. Applicable Rules Regulations and Official Policies Regarding Improvement Design and Construction Standards. The rules, regulations, specifications, and official policies of City governing all design and construction standards for all public and private improvements on the Property shall be those in effect at the time of the applicable project discretionary approval, or as mutually agreed upon between the parties. Building requirements set forth in the Uniform Building Code, Uniform Fire Code, Uniform Mechanical Code, Uniform Plumbing Code, and other City adopted Uniform Codes as they exist on the date of the applicable project discretionary approval or as mutually agreed upon between the parties, shall apply to such development on the District Site.

5. Subsequently Enacted Rules and Regulations.

(a) New Rules and Regulations. During the term of this Agreement, City may apply new or modified ordinances, resolutions, rules, regulations and official policies of City only if they were not in force and effect on the Effective Date; if they are not in conflict with those applicable to the District Site as set forth in this Agreement; and if the application of such new or modified ordinances, resolutions, rules, regulations or official policies would not prevent or materially delay development of the District Site as contemplated by this Agreement and the Project Approvals.

(b) Moratorium Not Applicable. Notwithstanding anything to the contrary contained herein, in the event an ordinance, resolution or other measure is enacted, whether by action of City, by initiative, referendum, or otherwise, that imposes a building moratorium which affects the District Site on all or any part of the Property, City agrees that such ordinance, resolution or other measure shall not apply to the District Facility, the District Facility, this Agreement or the Project Approvals unless the building moratorium is imposed as part of a

declaration of a local emergency or state of emergency as defined in Government Code Section 8558.

H. Environmental Review and Mitigation. City agrees that District shall be the lead agency for environmental review and mitigation relative to improving the District Site. District shall deem City as a responsible agency such that City receives all environmental documentation, and all notices relating thereto, developed in relation to the development and improvement of the District Site and the District Facilities.

I. Maintenance of Akerly Drive; Abandonment of Portion of Said Street. City agrees to maintain the existing Akerly Drive and connected cul de sacs which will serve the District Site until such time as the right of way is abandoned. City also agrees to institute street vacation and/or other applicable procedures to abandon that portion of said streets lying within the District Site to District when said site is developed and when so requested of City by District. District will pay all costs and fees of City or any other public agency associated with said abandonment.—City acknowledges and agrees that upon the abandonment of that portion of Akerly Drive and connected cul de sacs lying within the District Site, that City shall provide an easement as required to drain the easterly portion of the District Site consistent with the North Village Specific Plan.

J. Provision of Water. City agrees that it will provide potable water, and non-potable water from City's allocation from Solano Irrigation District, to District, in the volumes provided in Section 2B, subject to District's paying all costs for transmission, treatment, connection and delivery of said potable water as well as all applicable monthly or periodic charges for said water as determined by City.

District will utilize non-potable water to the maximum extent possible and for all landscaped areas. Said water will be provided by the Solano Irrigation District ("SID") and District will be subject to payment to SID of all costs associated with the provision of such non-potable water as well all other regulations of SID relative to the service of said water.

K. NESAD. City acknowledges and agrees that when District initiates construction of buildings on the District Site for a District Facility, if not earlier, the funding of the infrastructure improvements needed for the development of the Full District Site and to be constructed under NESAD shall be triggered, to include the widening of Vaca Valley Parkway. The funding of such infrastructure improvement shall, however, be contingent upon City's reasonable determination that said funding is financially feasible and prudent at that time.

L. North Village Development Agreement. City acknowledges and agrees that upon Close of Escrow under the Acquisition Agreement District shall be deemed the successor in interest to Mission with respect to the benefits accorded the District Site and the Project Approvals, but shall have none of Mission's obligations, under the North Village Development Agreement except as provided within this Agreement.

M. Mission Deferred Improvement Agreement. City acknowledges and agrees that District shall have no obligations at any time under that certain Deferred Improvement Agreement dated April 14, 1998 by and among City and Mission, recorded May 8, 1998 as

Instrument No. 98-34575, notwithstanding anything to the contrary therein except as provided within this Agreement

N. Development Impact Fee Limitations. City anticipates the update of its development impact fees in conjunction with the update of its general plan which is scheduled to begin in 1999. Once City has so updated all of its development impact fees, City commits that it will not increase the development impact fee rates, which it applies to the District Facility, for a period of five years with the exception of annual adjustments which are adopted pursuant to the Engineering News Record index as provided in Chapter 11.01 of the Vacaville Municipal Code and intended to keep fee rates in line with the rate of inflation. Additionally City commits that it will not apply any new development impact fees in addition to those fees specified in Section 3.G.1 of this Agreement to the District Facility for a period of five years following the Effective Date of this Agreement.

SECTION 3. OBLIGATIONS OF DISTRICT.

A. District Obligation To Pay For Infrastructure Costs; Area Assessment District. Public infrastructure will be necessary for District to develop the Site and except as specifically provided for herein to the contrary, District shall pay all costs associated with the construction of public improvements to serve the District Site. City, with the support of Mission and other property owners adjacent to North Village, has formed the North East Sector Assessment District to provide certain common public improvements for the area. Said Area Assessment District is commonly referred to as "NESAD". City and District acknowledge that all NESAD assessments against the District Site shall have been paid in full prior to Close of Escrow under the Acquisition Agreement, but the payment of said assessments shall not relieve District from paying all infrastructure costs associated with the provision of public improvements for the District Site when requested to do so by City, subject to the provisions of Sections 2.B, 2.C and 2.G.1. Notwithstanding the foregoing, City acknowledges and agrees (1) that District will become the successor in interest to Mission under the North Village Development Agreement with respect to the District Site; (2) that, subject to the terms and conditions of the Acquisition Agreement, District is obligated to pay Mission certain Contingent Acquisition Costs (as defined in the Acquisition Agreement) which represent the pro rata share of the Phase IA Infrastructure set forth in the North Village Specific Plan and mitigation costs allocated to the Full District Facility; as determined by District and Mission.

B. Provisions for the Installation of Infrastructure Required to Serve the District Facility. The Acquisition Agreement is based upon the expectation that Mission or its successor will install the Planned Public Improvements and other improvements required to serve the North Village Project and the District Site in a timely manner which will accommodate the development of the District Site. This Agreement, however, makes provision for the situation in which Mission does not install all improvements required to serve the District Site in a timely manner. Accordingly, District and City have, within this Agreement, established procedures under which the City will determine what infrastructure facilities, if any, are required to serve the development of the District Facility in the absence of the Planned Public Improvements installed by Mission. Section 2.G.1 of this Agreement establishes procedures for the determination of any such infrastructure improvements that are required to serve development of the District Facility.

C. No Obligation to Develop. District shall have no obligation to initiate or complete development of the District Site, except that the failure of District to fund and commence construction of the District Facility Phase I as provided in the Condition Subsequent, as it may be modified by City and District, shall result in conveyance of the District Site from District to City, and the termination of this Agreement as provided in Section 1.B4 of this Agreement.

D. General Obligations. In consideration of City entering into this Agreement, District agrees that it will comply with all the terms and conditions of this Agreement. The parties acknowledge that the execution of this Agreement by City is a material consideration for District's acceptance of, and agreement to comply with, the terms and conditions of this Agreement.

E. Dedication of Land, Rights of Way and Easements. District shall dedicate, without compensation, to City necessary perimeter areas of the District Site, as determined by City, for the construction of street frontage and improvements to street frontages adjacent to the District Site, road rights-of-way, utility and other easements required for development of the District Site.

F. No Mineral Exploitation; Water Rights; Closure and Transfer of Existing Water Wells and Water System. No portion of the surface and no portion of the District Site lying within five hundred (500) feet of the surface of the land may be utilized for extraction of oil, gas, hydrocarbon or any other mineral, metal, rock or gravel or any activities associated with or ancillary to any such activities. Nothing herein contained shall be deemed to prevent or restrict exploitation and/or extraction of such minerals and other substances below a plane lying five hundred (500) feet below the surface of the land so long as all such activities conducted within the boundaries of the District Site are confined to a level below said elevation.

No portion of the District Site may be utilized for placement of water wells or for extraction of water by District or any successor in interest. City shall have the sole and exclusive right to all water, rights in water, or the placement of wells and use of water underlying the Project Site, whether above or below five hundred (500) feet of the surface and this provision shall constitute a transfer of all such water rights to City effective upon Close of Escrow in the acquisition of the District Site by District.

*

G. Payment By District Of Processing Charges, Development Impact Fees Or Their Equivalent, And Environmental Mitigation Costs Applicable To Project Site. The parties acknowledge and agree that development of the District Site and the District Facility will have great and adverse impact on the City and the City's public infrastructure, services and facilities, regardless of the betterment of the educational opportunities which will be expanded in City due to said development. In order to mitigate such adverse impacts and without regard to any statutory limitation to the contrary including, but not limited to, Government Code §54999, every action undertaken by District to develop the District Site or by City on behalf of District, including informal review of plans and development proposals, shall be subject to all application fees, processing fees, costs of staff time, development impositions, development impact fees and regulatory fees, or their equivalent amounts, set by or within the control of City (including, but

without limitation, any other fee or charge levied or imposed in connection with or by reason of the conduct of development or business activity within City), subject to the following:

1. Existing Development Impact Fees. At present City has the following development impact or environmental mitigation fees that apply to the development of the District Site: traffic impact fee, drainage conveyance fee, water fee, sewer fee, general city facilities fee, police impact fee and fire impact fee. The development of the District Site will impact City services and infrastructure as to most, but not all, of the impacts that the applicable fees address and fund. District will pay all of said fees or their equivalent to City except as follows: District need not pay: (a) the park and recreation fee and the greenbelt fee as these fees only apply to residential development, or (b) the police facilities fee as the District will have its own security employees at the District Site, or the drainage fee, which has already been paid. District may additionally seek a waiver of the county facilities impact fee from Solano County.

The District agrees to pay to City the following development impact fees: traffic impact fee, water fee, sewer fee, general city facilities fee and fire impact fee. The District agrees, however, that the police impact fee shall apply to Nondistrict Facilities constructed on the District Site. Said development impact fees shall be paid prior to the initiation of construction of buildings on the District Site in an amount commensurate with the amount of development to be constructed at that time. Fees shall be paid at the rates in effect at the time of payment as such rates have been established by resolution of the City Council for all development within the City subject to the provisions of Sections 2.N and 3.G.4 of this Agreement.

2. New Development Impact Fees. Nothing herein shall be construed to prevent City from enacting new regulatory fees, development impact fees and/or development impositions that may be imposed on all or portions of the District Site so long as (a) the amount charged has been determined in accordance with applicable law as to the methodology for determining the rough proportionality of the costs of public improvements or the mitigation of public impacts from development; (b) District shall be entitled to credit for fees paid by or on behalf of District, the value of specific duplicative work performed and land dedicated prior to the enactment of such regulatory fee requirements where such fees or work deal with or pertain to the same subject matter and mitigated the same impacts or met the same or similar public needs to which the new fee or imposition requirement is addressed, (c) District shall not be subject to new development impact fees, if any, which are similar in nature to those from which payment of the fee or its equivalent is waived as in sub-Section 3.H.1 above and (d) the development impact fee limitations contained in Sections 2.N and 3.G.4 of this Agreement shall apply.

3. Development Impact Fees, Etc., Defined. For purposes hereof, "development impact fees" shall include all charges, levies and impositions that are or would be so categorized under applicable California law as of the date of commencement of the Term but do not include, "special taxes," special assessments or maintenance district assessments, zones of benefit, rates or surcharges that are imposed on one or more areas of City to finance area-specific public services, facilities or infrastructure.

4. Limitation on Development Impact Fees. The District Site shall not be subject to any Development Impact Fees enacted after the Effective Date unless: (a) such fees

apply on a City-wide basis (although zones of benefit may be designated with charges allocated based upon such zones); (b) such fees are not, directly or in practical effect, targeted against or limited to the District Site, any portion thereof or the areas or region of which the District Site is a part or the use to which the District Site is put unless it is imposed and used to mitigate an impact caused solely by the development of the District Site; and (c) such fees are not, directly or in practical effect, related to fees already paid by or on behalf of District. District will not be subject to any development impact fees related to non-physical impacts such as fees for parks, recreation or open space or impact fees related to elementary or secondary school facilities.

5. Limitation on Mitigation Measures. To the maximum extent allowed by law, City shall not impose on the District Site any mitigation measures other than those specifically imposed with respect to the District Site by the North Village Project Approvals, the Mitigation Monitoring Program adopted concurrently with the Project Approvals, as authorized by City's Zoning Ordinance or in the area Specific Plan. To the maximum extent allowed by law, City shall reject additional mitigation measures on the basis that the EIR analyzes in full the environmental impacts of the Project, thereby alleviating the need for additional environmental review except in the circumstances described in Section 21166 of CEQA. To the maximum extent allowed by law, City shall, in connection with any Subsequent Approval, adopt Statements of Overriding Consideration recognizing the specific economic, social and other benefits of the District Facility that outweigh and make infeasible any additional mitigation measures.

6. Processing Costs. Processing costs also include such funds as may be necessary to hire consultants and conduct studies required to evaluate or provide public infrastructure or services to the District Site. Prior to engaging the services of any consultant or authorizing the expenditure of any Planning Costs, City shall consult with District, to seek mutually agreeable terms regarding (a) the scope of work to be performed; (b) the projected costs associated with such work; and (c) the particular consultants engaged to conduct such work.

H. Environmental and Other Impact Mitigation; No Cost To City. All public improvements (including, without limitation, landscaping) necessary for provision of public services in support of development or for environmental mitigation of the District Site or to be constructed or installed as conditions of development as generally described in the Specific Plan, shall be constructed or installed without cost or expense to City.

I. Coordination Of District Site Development; City Review. City's discretionary review of the development of the District Site is specified in Section 2.G of this Agreement. District, however, recognizes that development of the District Site should be closely coordinated with City standards and the Specific Plan for the area. To this end, District agrees:

1. to follow the applicable standards for development set forth in the North Village Specific Plan;

2. to coordinate with City in the planning and placement of points of ingress and egress for traffic and placement of water lines, wastewater lines and other City and public utility connection points. City will apply its standard traffic engineering standards and

attempt to limit the financial impact upon the District, however, the City’s determination of such placements shall control.

3. to notify all property owners whose property lies within 1,000 feet of the District Site, as to all applications subject to City’s Subsequent Approvals, of all development projects on the District Site; and

4. to consider requests from City for the joint use and development of District Site recreational facilities in order to allow use of such facilities by City residents. City recognizes that use of such facilities rests primarily with District and, further, that there may be certain District facilities which may not be appropriate for use by City residents.

5. to submit its plans for development of the District Site to City for design review and comment, and in its sole and reasonable discretion, to take City’s comments into consideration in District’s design decisions, provided, however, that District shall not be obligated to submit its plans for design review and approval by the City for development that is not subject to discretionary review by City as specified in Section 2.G of this Agreement.

J. Dedicated Property Shall be Unencumbered. All parcels or interests in land dedicated by District to City shall be free and clear of all monetary liens and encumbrances which would preclude use of the property by City for the designated purpose.

K. Transportation Systems Management Controls. The District Facility shall be exempt from the City’s Transportation Systems Management (“TSM”) Ordinance and/or Trip Reduction Ordinance (“TRO”), as presently adopted or as later amended. The District agrees, however, to reasonably cooperate with City in order to minimize automobile trips generated by the District Facility.

L. Site Signage. Upon transfer of the District Site from Mission to District, District shall erect and maintain on the District Site one sign per street frontage with a minimum size of sixty-four square feet in area, notifying adjoining properties and the public of the nature of the intended use and ownership of the District Site for the District Facility. Said signs shall be maintained in good condition until the District constructs the District Facility Phase I.

SECTION 4. PROPERTY SUBJECT TO THIS AGREEMENT.

A. Property Subject To This Agreement. All of the District Site shall be subject to this Agreement.

SECTION 5. DEFAULT, REMEDIES, TERMINATION OF AGREEMENT

A. Notice Of Default And Liability. Subject to extensions of time by mutual consent in writing, or as otherwise provided herein, material failure or delay by any party to perform any term or provision of this Agreement constitutes a default hereunder. Upon default under this Agreement or any of its terms or conditions, the party alleging such default or breach shall give the breaching party written notice thereof, specifically stating that it is a notice of default under this Agreement, specifying in detail the nature of the alleged default and, when appropriate, the manner in which said default may be satisfactorily cured, and giving a

reasonable time that shall be not less than thirty (30) days measured from the date of personal service or delivery by certified mail of written notice of default. During any such cure period or during any period prior to notice of default, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

If there is a dispute regarding default on any other matter under this Agreement, the parties shall otherwise continue to perform their obligations hereunder, to the maximum extent practicable in light of the disputed matter. Notwithstanding anything to the contrary herein contained, no default hereunder in performance of a covenant or obligation with respect to a particular lot or parcel shall constitute a default applicable to any other portion of the District Site, and any remedy arising by reason of such default shall be applicable solely to the lot or parcel where the default has occurred.

B. Remedies. After proper notice and expiration of said thirty (30) day cure period (or such longer period as the party claiming default may specify), without cure, or if such cure cannot be accomplished within such cure period, without commencement of cure within such period and diligent effort to effect cure thereafter, the party to this Agreement that has given notice of default may, at its option, give notice of intent to terminate this Agreement, pursuant to Government Code Section 65868, or pursue such other remedies as may be available to the party giving such notice. All remedies shall be cumulative. Notice of intent to terminate shall be by certified mail, return receipt requested. Upon delivery by City of notice of intent to terminate, the matter shall be scheduled for consideration and review by the Planning Commission within 60 days in accordance with the provisions of Section 14.218.030.B.1 of the Vacaville Municipal Code. Following the completion of review by the Planning Commission, the City Council, within sixty (60) days in accordance with Government Code Sections 65867 and 65868 and Vacaville Municipal Code § 14.218.030.B.2 shall consider the termination of the Agreement. Upon consideration of the evidence presented in said review and the recommendation of the Planning Commission the City Council shall cancel this Agreement or allow new terms and conditions intended to rectify the noncompliance. City shall give sixty (60) days written notice of termination of this Agreement as to the defaulting party, which said notice shall effectively terminate this Agreement as to the District Site. Evidence of default also may arise during regular annual review of this Agreement as described below. Any determination of default (or any determination of failure to demonstrate good faith compliance as a part of annual review) made by City against District, shall be based upon written findings supported by substantial evidence in the record as provided in Vacaville Municipal Code §§ 14.218.010. Notwithstanding any other provision of this Agreement to the contrary, remedies for a default by District of any of its obligations hereunder shall not be limited and City shall have the right to institute legal proceedings to enforce the obligations of District as set forth herein, including the obligation of District to indemnify and save and hold harmless City pursuant to the provisions of this Agreement, and including without limitation all remedies as may be available at law or in equity. In addition to the right to give notice of intent to terminate this Agreement, District shall have the right to institute legal proceedings to enforce this Agreement, and to pursue any and all remedies as may be available at law or in equity in the event of a default by City.

C. No Waiver. Failure or delay in giving notice of default shall not constitute a waiver of default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by a party in asserting any of its rights or remedies as to

any default shall not operate as a waiver of any default or of any such rights or remedies; nor shall it deprive any such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies.

D. Judicial Review. Any purported termination of this Agreement for alleged default shall be subject to review in the Superior Court of the County of Solano pursuant to Code of Civil Procedure § 1094.5(c).

E. Defaults By City. If City does not accept, review, approve or issue development permits, entitlements or other land use or building approvals, if any, for use in a timely fashion as provided in this Agreement or defaults in performance of the obligations on its part to be performed under this Agreement, District shall have the rights and remedies provided herein or available at law or in equity, including without limitation the right to seek specific performance in an appropriate case.

SECTION 6. ANNUAL REVIEW.

Good faith compliance by District with the provisions of this Agreement shall be subject to annual review pursuant to Government Code § 65865.1 and Division XVII of the Vacaville Municipal Code, as last amended, utilizing the following procedures unless other procedures are later adopted as part of City's Code:

A. Submission By District; Result of Failure to Submit. Review shall be conducted by City upon a submission made to City's Director of Community Development (or, for any delegated authority of said Director, his or her designee) (the "Director") by District of a draft report, accompanied by the fee therefor, on behalf of all of the District Site pursuant to the Vacaville Municipal Code not less than forty-five (45) days nor more than sixty (60) days prior to the first day of January. The Director may refer the review to the Planning Commission. Should there be a failure by District to submit a draft report and the City has not notified District within 90 days following the anniversary date of District's failure to comply, then the Agreement shall be deemed to have satisfactorily completed the annual review for, and only for, that year.

B. Showing Required. During review, District shall be required to demonstrate good faith compliance with the terms of this Agreement and provide such documents in connection with such demonstration as Director may reasonably request.

C. Notice Of Staff Reports, Opportunity To Respond. At least ten (10) days prior to the conduct of any such review, Director shall deliver to District a copy of any public staff reports and documents to be used or relied upon in conducting the review. District shall be permitted an opportunity to respond to Director's evaluation of its performance by written and oral testimony at a public hearing to be held before Director, if District so elects.

D. Director's Findings: Appeal. At the conclusion of the review, Director shall make written findings and determinations on the basis of substantial evidence, whether or not District or its successors have complied in good faith with the terms and conditions hereof. Any determination of failure of compliance shall be subject to the notice requirements and cure periods stated in Section 5. Any interested person may appeal the decision of Director directly to the City Council, such appeal to be filed within ten (10) days after Director has rendered his

decision in writing or issued a Certificate of Compliance. The appeal shall otherwise be governed by the provisions of the Vacaville Municipal Code, as amended from time to time.

E. Notice Of Termination. If Director determines that District has not complied with the terms and conditions hereof, and after expiration of any cure period, Director may recommend to City Council that City give notice of termination or modification of this Agreement as provided in Government Code §§ 65867 & 65868 and the Vacaville Municipal Code. If modification hereof is proposed, the modification shall pertain solely to the provisions hereof as applicable to that portion of the District Site (if less than all) affected by the condition that has prompted the proposed modification.

F. Notice Of Compliance. Upon District's request, City shall provide District with a written notice of compliance, in recordable form, duly executed and acknowledged by City with respect to any year for which annual review has been conducted or waived and District has been found or deemed to be in compliance.

SECTION 7. MITIGATION MONITORING.

Compliance with the various mitigation measures with respect to the District Site determined to be feasible in the FEIR shall be determined as follows:

A. Permits And Approvals. Compliance with those mitigation measures that are affected by and pertain to any Subsequent Approval shall be determined in connection with the processing of the application for the permit, the approval or variance. This provision does not create a requirement of comprehensive monitoring for all mitigation conditions on the occasion of each application; but each application shall provide an occasion for consideration of compliance with those mitigation measures directly germane to the development that is the subject of the application.

B. Annual Review. Compliance with mitigation measures shall be considered no less often than annually in connection with annual review of the Agreement and the report will be initially prepared by District.

SECTION 8. APPLICABLE LAWS; ATTORNEYS' FEES; PERMITTED DELAYS; EFFECT OF SUBSEQUENT LAWS.

A. Applicable Law/Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by either party because of breach of this Agreement, to enforce any provision of this Development Agreement, to obtain a declaration of rights hereunder, or otherwise arising out of this Agreement, the prevailing party shall be entitled to reasonable experts' and attorneys' fees (including reasonable in-house counsel fees of City at private rates prevailing in Solano County), court costs and such other costs as may be fixed by the Court.

B. Permitted Delays. Performance by any party of its obligations hereunder (other than for payment of money) shall be excused during any period of "Excusable Delay" as hereinafter defined. For purposes hereof, Excusable Delay shall include delay beyond the reasonable control of the party claiming the delay (and despite the good faith efforts of such

party) including, but not limited to (i) acts of God, (ii) civil commotion, (iii) riots, (iv) strikes, picketing or other labor disputes, (v) shortages of materials or supplies, (vi) damage to work in progress by reason of fire, floods, earthquake or other casualties, (vii) failure, delay or inability of the other party to act, (viii) as to District only, the failure, delay or inability of City to provide adequate levels of public services, facilities or infrastructure to the District Site including, by way of example only, the lack of water to serve the District Site, or any part thereof due to drought; (ix) delay caused by governmental restrictions imposed or mandated by other governmental entities and unrelated to financing of the District improvements; (x) litigation brought by a third party attacking the validity of this Agreement, any of the approvals, or any permit, ordinance, entitlement or other action necessary for development of the District Site or any portion thereof, shall constitute an excusable delay as to District; provided, however, that any party claiming delay shall promptly notify the other party (or parties) of any delay hereunder as soon as possible after the same has been ascertained.

C. Effect Of Subsequent Laws. If any governmental or quasi-governmental agency other than City adopts any law, regulation or imposes any condition ("Law"), after the date of this Agreement, that prevents or precludes compliance with one or more provisions of this Agreement, and the provisions hereof are not entitled to the status of vested right as against such Law, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended to the extent necessary to comply with such new Law. Failure of the District to fund, or be allocated or receive funding shall not be a ground under which this Agreement shall be modified or extended. Immediately after enactment of any such Law, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. District shall have the right to contest such Law and seek a declaration that it does not affect or diminish the provisions hereof. If any such challenge is successful, the Agreement shall remain unmodified and in full force and effect.

SECTION 9. COOPERATION OF CITY; PROCESSING OF PERMITS.

A. Other Governmental Permits. City shall cooperate with District and Mission in their endeavors to obtain any other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the District Site or portions thereof (such as, for example, but not by way of limitation, public utilities or utility districts and agencies having jurisdiction over wetlands and air quality issues) and shall, from time to time, at the request of District or Mission join with District or Mission in the execution of such permit applications and agreements as may be required to be entered into with any such other agency, so long as the action of that nature will not require City to be exposed to any unreimbursed cost, liability or expense. Permits and approvals required from other agencies may necessitate amendments to this Agreement and/or to one or more of the approvals or other approvals granted by City. City shall not unreasonably withhold approval of any amendment mandated by conditions of approval imposed by any other governmental agency.

B. Procedure For Review Of Applications By Director Of Community Development. The North Village Specific Plan delegates various implementing decisions for consideration by Director, in accordance with the General Plan, Specific Plan, and applicable local, state and federal law, including (by way of example, but not by way of limitation)

consideration, and following consideration, approval or denial of all entitlements for determination of the adequacy of infrastructure improvements, conditional use permits, design review and other development permits. All such matters shall be considered by Director in accordance with the usual and customary procedures then in effect when an application for such an entitlement is made.

SECTION 10. TRANSFERS AND ASSIGNMENTS.

A. Right To Assign. The rights of District as established in this Agreement may be sold, assigned or transferred only to a successor, postsecondary education agency of the State. All of its rights, duties and obligations under this Agreement with respect to the portion of the District Site so transferred or assigned shall pass to the party acquiring fee simple title to the portion of the District Site, lot or parcel so transferred, unless said party is the City.

B. Approval; Right Of Amendment; Supplements Establishing Specific Rights And Restrictions; Review. The grant of various approvals and consents provided for herein shall not constitute amendment hereof, nor shall ministerial acts of City Staff implementing the provisions hereof, including granting minor modifications to approved plans, or any approval granted hereunder, including approval of minor modifications to approved plans, constitute such an amendment.

C. No Third Parties Benefited. No third party who is not a successor or assign of a party hereto or who has not become a party by duly adopted amendment hereof may claim the benefits of any provision hereof.

D. Covenants Run With The Land. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons or entity acquiring the District Site, any lot, parcel or any portion thereof, or any interest therein, whether by sale, operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All other provisions of this Agreement shall be enforceable during the term hereof as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including, but not limited to Section 1468 of the Civil Code of the State of California. Each covenant to do or refrain from doing some act on the District Site hereunder, or with respect to any City owned property or property interest, (i) is for the benefit of such properties and is a burden upon such property, (ii) runs with such properties, and (iii) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and each person or entity having any interest therein derived in any manner through any owner of such properties, or any portion thereof, and shall benefit each party and its property hereunder, and each other person or entity succeeding to an interest in such properties.

SECTION 11. GENERAL PROVISIONS

A. Incorporation of Recitals and Exhibits. The Recitals set forth above, and all defined terms set forth in such Recitals and in the introductory paragraph preceding the Recitals,

and the Exhibits attached hereto or referred to herein are incorporated herein as though set forth in full.

B. Covenants. The provisions of this Agreement shall constitute covenants or servitudes which shall run with the land comprising the District Site, and the burdens and benefits of this Agreement shall bind and inure to all estates and interests in the District Site and all successors in interest to City and District. This provision shall not, however, affect any separate covenants, conditions and restrictions which otherwise affect such parcel or any land use regulations affecting such parcel in accordance with this Agreement.

C. Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the parties or their successors in interest, in accordance with the provisions of Government Code Section 65867 and 65688, and Vacaville Municipal Code Division XVII; provided, however, that any amendment to this Agreement which does not relate to the term of the Agreement, permitted uses of the District Site, provisions for the reservation or dedication of land, the conditions, terms, restrictions and requirements relating to subsequent discretionary approvals of City, or monetary exactions of District, shall be considered an Administrative Amendment and shall not require notice or public hearing before the parties may execute an amendment hereto. However, when in the judgment of Director that notice and public hearing on any administrative amendment would be appropriate, then there shall be a noticed public hearing on said Administrative Amendment. Any Amendment of the City land use regulations including, but not limited to, the General Plan, applicable Specific Plan and Zoning Ordinances, shall not require an amendment to this Agreement. Instead, any such amendment shall be deemed to be incorporated into this Agreement at the time that such amendment is approved so long as such amendment is consistent with this Agreement.

D. Project Is An Undertaking of District. The development proposed to be undertaken by District on the District Site is the sole development of District. City has no interest in, responsibility for or duty to third persons concerning any of said improvements; and District shall exercise full dominion and control over the District Site, subject only to the limitations and obligations of District contained in this Agreement relative to, for example, public infrastructure to be owned and operated by City.

E. Hold Harmless; Indemnification of City. District shall hold and save City, its officers and employees, harmless and indemnify it of and from any and all claims, loss, cost, damage, injury or expense, arising out of or in any way related to injury to or death of persons or damage to property that may arise by reason of the physical development of that portion of the District Site by District pursuant to this Agreement or by any activity of City, whether caused by joint negligence of the City, its officers or employees; provided, however, that the foregoing hold harmless and indemnity shall not include indemnification against (1) suits and actions brought by District by reason of City's default or alleged default hereunder, or (2) suits and actions arising from the sole negligence or willful misconduct of City, its officers and employees.

F. Cooperation in the Event of Legal Challenge. In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement, the parties shall cooperate in defending such action or proceeding. City shall promptly notify District of any such action against City. If City fails promptly to notify District

of any legal action against City or if City fails to cooperate in the defense, District shall not thereafter be responsible for City's defense. The parties shall use best efforts to select mutually acceptable legal counsel to defend such action, and District shall pay the reasonable fees and expenses for such legal counsel. District's obligation to pay for legal counsel shall not extend to fees incurred on appeal unless otherwise authorized by District. In the event City and District are unable to select mutually agreeable legal counsel to defend such action or proceeding, each party may select its own legal counsel at its own expense. City shall not reject any reasonable settlement; if City does reject a settlement acceptable to District, City may continue to defend such action at its own cost.

G. Notices. Any notice or communication required hereunder between City or District must be in writing, and may be given either personally or by registered or certified mail (return receipt requested), except as otherwise specifically provided herein. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (1) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (2) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Such notices or communications shall be given to the parties at their addresses set forth below:

If to City, to:

Director of Community Development
Ronald Rowland
City of Vacaville
650 Merchant Street
Vacaville, California 95688

With copies to:

Charles O. Lamoree, Esq.
City of Vacaville
650 Merchant Street
Vacaville, California 95688

Director of Public Works
Dale I. Pfeiffer
City of Vacaville
650 Merchant Street
Vacaville, California 95688

If to District, to:

Stan Arterberry, President,
Solano Community College District
4000 Suisun Valley Road
Suisun, California 94585

With a copy to:

Miller, Starr & Regalia
1331 N. California Boulevard
Fifth Floor
Walnut Creek, California 94596
Attn: Lynne M. Yerkes, Esq.

H. No Joint Venture Or Partnership. Nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as creating a joint venture or partnership between City and District.

I. Severability. If any provision of this Agreement is held invalid, void or unenforceable but the remainder of the Agreement can be enforced without failure of material consideration to any party, then the Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the parties. If any material provision of this agreement is held invalid, void or unenforceable, however, the owner of any portion of the District Site affected by such holding shall have the right in its sole and absolute discretion to terminate this Agreement as it applies to the District Site so affected, upon providing written notice of such termination to City.

J. Interpretation. To the maximum extent possible, this Agreement shall be construed to provide binding effect to facilitate use of the District Site as therein contemplated and to allow development to proceed upon all of the terms and conditions applicable thereto, including, but without limitation, public improvements to be constructed and public areas to be dedicated.

K. Completion Or Revocation. Upon completion of performance by the parties or revocation of this Agreement, a written statement acknowledging such completion or revocation, signed by the appropriate agents of City and District shall be recorded in the Office of the Recorder of the County of Solano, California.

L. Estoppel Certificate. Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (1) this Agreement is in full force and effect and a binding obligation of the parties, (2) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, and (3) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not

do so within thirty (30) days following the receipt thereof. Each party acknowledges that such a certificate may be relied upon by third parties acting in good faith. A certificate provided by City establishing the status of this Agreement with respect to any lot or parcel shall be in recordable form and may be recorded with respect to the affected lot or parcel at the expense of the recording party.

M. Construction. All parties have been represented by counsel in the preparation of this Agreement and no presumption or rule that ambiguity shall be construed against a drafting party shall apply to interpretation or enforcement hereof. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend or affect the meaning of the provision to which they pertain.

N. Counterpart Execution. This Agreement may be executed in any number of counterparts and shall be deemed duly executed when each of the parties has executed such a counterpart.

O. Time. Time is of the essence of each and every provision hereof.

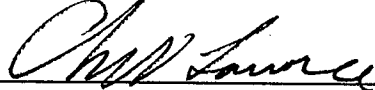
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY:

CITY OF VACAVILLE, a Municipal Corporation

By: 

Approved as to form:

By: 

DISTRICT:

SOLANO COMMUNITY COLLEGE
DISTRICT

By: Frederick B. Young, Jr.
Frederick B. Young, Jr., President
SCCCD Governing Board

By: Stan R. Arterberry
Stan R. Arterberry, Superintendent-President

Approved as to form:

By: James M. Jerkes

EXHIBIT A

Description of the District Site

PARCEL ONE::

CITY OF VACAVILLE

LOTS 1A AND 1B, AS SHOWN AND DELINEATED ON THAT CERTAIN MAP ENTITLED "TRACT MAP FOR MISSION LAND AND DEVELOPMENT COMPANY," RECORDED MAY 8, 1998, IN BOOK 68 OF MAPS AT PAGE 40, SOLANO COUNTY RECORDS.

ASSESSOR'S PARCEL NUMBER: 133-030-17
ASSESSOR'S PARCEL NUMBER: 133-180-13
ASSESSOR'S PARCEL NUMBER: 133-180-14
ASSESSOR'S PARCEL NUMBER: 133-180-15
ASSESSOR'S PARCEL NUMBER: 133-180-16

EXCEPTING THEREFROM: AN UNDIVIDED ½ INTEREST IN ALL MINERALS, MINERAL DEPOSITS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES OF EVERY KIND AND CHARACTER BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT HOWEVER, THE RIGHT OF SURFACE ENTRY, AS EXCEPTED AND RESERVED IN DEED FROM MARGARET JOSEPHINE SHELLHAMMER TO GERTRUDE M. EAMES, DATED JUNE 8, 1956, RECORDED JUNE 12, 1956 IN BOOK 833 OF OFFICIAL RECORDS, PAGE 480, IN DEED FROM MARGARET JOSEPHINE SHELLHAMMER TO HERMAN SANTOS, DATED DECEMBER 28, 1962, RECORDED JANUARY 4, 1963 IN BOOK 1178 OF OFFICIAL RECORDS, PAGE 512, IN DEED FROM MARGARET JOSEPHINE SHELLHAMMER TO BARBARA C. SANTOS, DATED DECEMBER 28, 1962, RECORDED JANUARY 4, 1963, IN BOOK 1178 OF OFFICIAL RECORDS, PAGE 520, IN DEED FROM MARGARET JOSEPHINE SHELLHAMMER TO ROBERTA SANTOS, DATED DECEMBER 28, 1962, RECORDED JANUARY 4, 1963 IN BOOK 1178 OF OFFICIAL RECORDS, PAGE 529, AND IN DEED FROM MARGARET JOSEPHINE SHELLHAMMER TO GEORGE SANTOS, DATED JANUARY 28, 1962, RECORDED JANUARY 4, 1963 IN BOOK 1178 OF OFFICIAL RECORDS, PAGE 538 SOLANO COUNTY RECORDS.

PARCEL TWO::

FUTURE PARCEL 1C (FUTURE PUBLIC RIGHT OF WAY ABANDONMENT):

BEGINNING AT A POINT THAT LIES NORTH 00° 12' 26" EAST A DISTANCE OF 450.00 FEET (449.83 FEET AS CALCULATED AND AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "RECORD OF SURVEY OF THE LANDS OF MISSION-MESSENGER VACAVILLE GENERAL PARTNERSHIP," FILED IN BOOK 20 OF RECORD OF SURVEYS AT PAGE 94 IN SAID RECORDER'S OFFICE) FROM THE NORTHEAST CORNER OF PARCEL A AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP POR. SECTION 2, T.6N, R.1W, M.D.B.&M. EXT.," FILED IN BOOK 11 OF PARCEL MAPS AT PAGE 23 IN SAID RECORDER'S OFFICE, SAID POINT OF BEGINNING BEING FURTHER DESCRIBED AS THE NORTHEAST CORNER OF LOT 11 AND A POINT ON THE SOUTHERLY LINE OF AKERLY DRIVE AS SAID LOT AND ROAD ARE SHOWN ON SAID "MAP OF VACA VALLEY BUSINESS PARK ONE," THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHERLY LINE OF

SAID AKERLY DRIVE THE FOLLOWING COURSES AND DISTANCES; NORTH $89^{\circ} 47' 34''$ WEST, 1289.84 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 42.20 FEET THROUGH A CENTRAL ANGLE OF $05^{\circ} 15' 23''$; THENCE ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 69.34 FEET THROUGH A CENTRAL ANGLE OF $99^{\circ} 19' 03''$ TO A POINT ON THE EASTERLY LINE OF MCKEVITT AVENUE AS SHOWN ON SAID "MAP OF VACA VALLEY BUSINESS PARK ONE;" THENCE LEAVING THE SOUTHERLY LINE OF SAID AKERLY DRIVE, CONTINUING ALONG THE RIGHT OF WAY LINE OF SAID MCKEVITT AVENUE THE FOLLOWING COURSES AND DISTANCES; SOUTH $14^{\circ} 22' 00''$ EAST, 44.63 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 472.00 FEET, AN ARC DISTANCE OF 130.98 FEET THROUGH A CENTRAL ANGLE OF $15^{\circ} 54' 00''$; THENCE SOUTH $30^{\circ} 16' 00''$ EAST, 192.86 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 33.81 FEET THROUGH A CENTRAL ANGLE OF $38^{\circ} 44' 22''$; THENCE ALONG A REVERSE CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 224.69 FEET (224.68 FEET AS CALCULATED AND SHOWN ON SAID RECORD OF SURVEY FILED IN BOOK 20 OF RECORD OF SURVEYS AT PAGE.94) THROUGH A CENTRAL ANGLE OF $257^{\circ} 28' 44''$; THENCE ALONG A REVERSE CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; AN ARC DISTANCE OF 33.81 FEET THROUGH A CENTRAL ANGLE OF $38^{\circ} 44' 22''$; THENCE NORTH $30^{\circ} 16' 00''$ WEST, 19286 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 528.00, AN ARC DISTANCE OF 14652 FEET THROUGH A CENTRAL ANGLE OF $15^{\circ} 54' 00''$; THENCE NORTH $14^{\circ} 22' 00''$ WEST, 44.63 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 69.34 FEET THROUGH A CENTRAL ANGLE OF $99^{\circ} 19' 03''$ TO A POINT ON THE SOUTHERLY LINE OF SAID AKERLY DRIVE AND A COMPOUND CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET; THENCE LEAVING THE WESTERLY LINE OF SAID MCKEVITT AVENUE, CONTINUING ALONG THE SOUTHERLY LINE OF SAID AKERLY DRIVE THE FOLLOWING COURSES AND DISTANCES; ALONG SAID COMPOUND CURVE, AN ARC DISTANCE OF 182.31 FEET THROUGH A CENTRAL ANGLE OF $22^{\circ} 42' 30''$; THENCE SOUTH $43^{\circ} 36' 27''$ WEST, 113.35 FEET TO A POINT ON A 676.00 FOOT RADIUS CURVE CONCAVE TO THE LEFT, FROM WHICH POINT THE RADIUS BEARS NORTH $62^{\circ} 21' 11''$ WEST; THENCE LEAVING THE SOUTHERLY LINE OF SAID AKERLY DRIVE, CONTINUING ALONG SAID CURVE, AN ARC DISTANCE OF 189.42 FEET THROUGH A CENTRAL ANGLE OF $16^{\circ} 03' 15''$ TO A POINT ON THE NORTHERLY LINE OF SAID AKERLY DRIVE AND A POINT ON A 540.00 FOOT RADIUS CURVE CONCAVE TO THE RIGHT, FROM WHICH POINT THE RADIUS BEARS NORTH $78^{\circ} 24' 26''$ WEST; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID AKERLY DRIVE THE FOLLOWING COURSES AND DISTANCES; ALONG SAID CURVE, AN ARC DISTANCE OF 179.12 FEET THROUGH A CENTRAL ANGLE OF $19^{\circ} 00' 20''$; THENCE ALONG A CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 58.13 FEET THROUGH A CENTRAL ANGLE OF $83^{\circ} 16' 01''$ TO A POINT ON THE WESTERLY LINE OF SAID MCKEVITT AVENUE; THENCE LEAVING SAID NORTHERLY LINE OF SAID AKERLY DRIVE, CONTINUING ALONG THE RIGHT OF WAY LINE OF SAID MCKEVITT AVENUE THE FOLLOWING COURSES AND DISTANCES; NORTH $14^{\circ} 22' 00''$ WEST, 60.06 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 528.00 FEET, AN ARC DISTANCE OF 134.30 FEET THROUGH A CENTRAL ANGLE OF $14^{\circ} 34' 26''$; THENCE NORTH $00^{\circ} 12' 26''$ EAST, 73.49 FEET; THENCE SOUTH $89^{\circ} 59' 02''$ EAST, 56.00 FEET; THENCE SOUTH $00^{\circ} 12' 26''$ WEST, 73.67 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 472.00 FEET, AN ARC DISTANCE OF 120.06 FEET

THROUGH A CENTRAL ANGLE OF $14^{\circ} 34' 26''$; THENCE SOUTH $14^{\circ} 22' 00''$ EAST, 60.06 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 58.13 FEET THROUGH A CENTRAL ANGLE OF $83^{\circ} 16' 01''$ TO A POINT ON THE NORTHERLY LINE OF SAID AKERLY DRIVE AND A REVERSE CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET; THENCE LEAVING THE EASTERLY LINE OF SAID MCKEVITT AVENUE, CONTINUING ALONG THE NORTHERLY LINE OF SAID AKERLY DRIVE THE FOLLOWING COURSES AND DISTANCES; ALONG SAID REVERSE CURVE, AN ARC DISTANCE OF 73.90 FEET THROUGH A CENTRAL ANGLE OF $07^{\circ} 50' 27''$; THENCE SOUTH $89^{\circ} 47' 34''$ EAST, 960.84 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 62.83 FEET THROUGH A CENTRAL ANGLE OF $90^{\circ} 00' 00''$ TO A POINT ON THE WESTERLY LINE OF NELSON AVENUE AS SHOWN ON SAID "MAP OF VACA VALLEY BUSINESS PARK ONE;" THENCE LEAVING THE NORTHERLY LINE OF SAID AKERLY DRIVE, CONTINUING ALONG THE RIGHT OF WAY LINE OF SAID NELSON AVENUE THE FOLLOWING COURSES AND DISTANCES; NORTH $00^{\circ} 12' 26''$ EAST, 238.92 FEET; THENCE SOUTH $89^{\circ} 59' 02''$ EAST, 56.00 FEET; THENCE SOUTH $00^{\circ} 12' 26''$ EAST, 239.10 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 62.83 FEET THROUGH A CENTRAL ANGLE OF $90^{\circ} 00' 00''$ TO A POINT ON THE NORTHERLY LINE OF SAID AKERLY DRIVE; THENCE LEAVING THE EASTERLY LINE OF SAID NELSON AVENUE, CONTINUING ALONG THE NORTHERLY LINE OF SAID AKERLY DRIVE SOUTH $89^{\circ} 47' 34''$ EAST, 190.83 FEET TO A POINT ON AN 855.00 FOOT RADIUS CURVE CONCAVE TO THE RIGHT, FROM WHICH POINT THE RADIUS BEARS SOUTH $86^{\circ} 07' 04''$ WEST; THENCE LEAVING THE NORTHERLY LINE OF SAID AKERLY DRIVE, CONTINUING ALONG SAID CURVE, AN ARC DISTANCE OF 61.02 FEET THROUGH A CENTRAL ANGLE OF $04^{\circ} 05' 22''$; THENCE SOUTH $00^{\circ} 12' 26''$ WEST, 19.03 FEET TO THE POINT OF BEGINNING.

EXHIBIT B**Planned Public Improvements**

The following public improvements are planned to be installed prior to the construction of the District Facility Phase I in order to serve the initial development of the District Site. All improvements shall be consistent with the North Village Specific Plan and City Standard Specifications for public improvements.

A. Roads:

1. Vaca Valley Parkway from the Kaiser entrance road to the I-505 ramps. The improvement includes widening of the north half of the road including an additional 20' roadway section with curb, gutter and sidewalk.
2. Arterial Parkway "C" from Vaca Valley Parkway to Road "E-1". The improvement includes a 32' roadway section with curb, gutter, medial, and bike path.
3. Road "E-1" from Arterial Parkway "C" to Road "E-2". The improvement includes the full roadway section with curb, gutter and sidewalk.

B. Storm Drainage:

1. The storm drain system within those portions of Vaca Valley Parkway, Arterial Parkway "C" and Road "E-1" as specified in Section A, above.
2. The storm drain system within Road "E-2" from Road "E-1" to detention pond #1.
3. The detention pond #1 at the southeast corner of the North Village site. The improvement includes fencing, landscaping and outlet piping from pond #1 to a ditch on the south side of Vaca Valley Parkway.
4. Minor ditch grading, berming and field inlets to control drainage form undeveloped areas north and west of the District Site.

C. Potable Water

1. The water system within that portion of Arterial Parkway "C" as specified in Section A, above.
2. The water system within Road "E-1" form Arterial Parkway "C" to Vaca Valley Parkway.

D. Nonpotable Water

1. Abandonment of the Kilkinney Canal #4 across the District Site.

E. Sewer

1. The sewer system under that portion of Arterial Parkway "C" as specified in Section A, above.
2. The sewer system within Road "E-1" from Arterial Parkway "C" to Vaca Valley Parkway.
3. The sewer system extending from Vaca Valley Parkway to the Vaca Valley Pump Station

**Recording Fees Exempt Pursuant to
Government Code Section 27383**

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

**CITY CLERK
CITY OF VACAVILLE
650 MERCHANT STREET
VACAVILLE, CA 95688**

Recorded in Official Records,
Solano County
Doc#: 200600020209
2/16/2006 9:47 AM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AMENDMENT TO DEVELOPMENT AGREEMENT
(INSTRUMENT NO. 1999-00105687, RECORDED 09-DEC-99)
BY AND BETWEEN THE CITY OF VACAVILLE AND SOLANO
COMMUNITY COLLEGE DISTRICT RELATIVE TO THE
PROPERTY OWNED BY MISSION-VACAVILLE LIMITED
PARTNERSHIP IN AN AREA OF THE CITY OF
VACAVILLE COMMONLY KNOWN AS NORTH VILLAGE**

THIS AMENDMENT ("Amendment") is made and entered into on the date last written below, by and between the CITY OF VACAVILLE, a municipal corporation ("City"), and SOLANO COMMUNITY COLLEGE DISTRICT, a California community college district ("District"), and modifies and amends that certain Development Agreement by and Between the City of Vacaville and Solano Community College District Relative to the Property Owned by Mission-Vacaville Limited Partnership in an Area of the City of Vacaville Commonly Known as North Village, entered into on or about October 26, 1999 ("Agreement").

RECITALS

A. The Agreement provides for the development by District of a permanent higher education center ("District Facility") in an area located within City commonly known as the "North Village", as more particularly described in Exhibit A to the Agreement ("District Site"). Pursuant to the Agreement, the full build out of the District Site is to occur in two phases, the first phase to include construction of up to 53,052 assignable square feet of space and consisting of up to five permanent buildings to accommodate up to 3,000 full and/or part-time students; and the second phase to include construction to expand the District Facility to a maximum total of 100,000 assignable square feet of space in excess of the first phase and to accommodate up to a total of 6,000 full and/or part-time students. The Agreement also provides for the vesting of certain components of the Vacaville General Plan and the Specific Plan for the North Village Project as it relates to the development of the District Site by District; the provision of public infrastructure to serve the District Site; and the payment by the District of certain infrastructure costs, development impact fees, environmental mitigation costs, and other costs and fees.

B. The parties desire to clarify, amend and modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Definitions. Except to the extent the context requires a different interpretation, capitalized terms and phrases used herein shall have the same meanings ascribed to them in the Agreement.

2. Amendment of Recital C. Recital C of the Agreement is amended to read as follows:

“District intends to develop a permanent higher education center (“District Facility”) on a portion of North Village, as more particularly described on Exhibit A attached hereto as the “District Site.” District and City acknowledge that the higher education center developed on the District Site may, without obligation, integrate programs offered by other educational agencies, including without limitation joint programs with secondary schools. District’s acquisition of the District Site is pursuant to the Acquisition Agreement dated September 30, 1997 between District and Mission (the “Acquisition Agreement”). The District Facility may be constructed by District in a single phase of up to a maximum total of 153,052 assignable square feet of floor space to accommodate up to a total of 6,000 full and/or part-time students (the “Full District Facility”), or the District Facility may be constructed by District in two phases as specified in Sections 2.A.1 and 2.A.2 of this Agreement. “Assignable Square Feet”, as used in this Agreement, means and refers to the sum of all areas on all floors of a building assigned to, or available for assignment to an occupant, including every type of space functionally used by an occupant (excepting those spaces defined as circulation, custodial, mechanical and structural areas), computed by measuring from the inside finishes of surfaces which form the boundaries of the designated areas, and as more specifically described in the California Community College Capital Outlay Handbook published by the Facility Planning Office of the Chancellor of the California Community Colleges.”

3. Amendment of Section 2.A.4. Section 2.A.4 of the Agreement is amended to read as follows:

“Subject to City’s discretionary review of the development of the District Site as specified in Section 2.G of this Agreement and District’s agreement to follow the applicable standards for development set forth in the North Village Specific Plan as specified in Section 3.I.1 of this Agreement, the District may use the District Site for all education and other related uses authorized by California Law. District has complete latitude regarding the location, size, and design of buildings, parking, and landscaping, provided City determines such plans and designs are consistent with the North Village Specific plan. The determination of consistency with the North Village Specific plan shall be made by the City, and such determination will not be unreasonably withheld. District agrees that development of the District Site shall be consistent with the Master Plan, which is being developed by District, unless subsequent revisions are required by the State Architect. District further agrees that it shall submit the Master Plan, once developed, to the City for review and comment on whether said Master Plan is consistent with the North Village Specific plan and with the City’s Master Infrastructure Plans and the City’s Standards Specifications.”

4. Addition of Section 2.A.5. Section 2(A)5 is added to the Agreement to read as follows:

“City and District agree that Phase I and Phase II of the District Facility as specified in Sections 2.A.1 and 2.A.2 above may be constructed by District in a single phase of up to a maximum total of 153,052 assignable square feet of floor space to accommodate up to a total of 6,000 full and/or part-time students.”

5. Section 2.G, in its entirety, is hereby amended to read as follows:

“City and District agree that any development beyond the maximum total of 153,052 assignable square feet of floor space to accommodate up to a total of 6,000 full and/or part-time students will be subject to the formal amendment and hearing process. Subsequent phases will be subject to conformance with the North Village Specific Plan and the availability of adequate roadway and intersection capacity, adequate domestic water capacity, wastewater treatment capacity, storm water detention and conveyance facilities. City retains the authority to review infrastructure capacity for future phases. City’s role is limited, however, to the approval of utility and access connections through the encroachment permit process, and “consultation” regarding the development of the District Site.

District acknowledges responsibility for all costs associated with the preparation of traffic, domestic water, sewer, and storm water capacity studies to support subsequent phases of development. City and District shall develop control procedures which permit District to pre-approve expenses for off-site improvements which District is responsible to pay under this provision before those expenses are incurred by City. Any future improvements needed to support subsequent phases shall be installed by the District prior to completion of the subsequent phases unless City and District enter into Deferred Improvement Agreements specifying the timing and funding for the installation of the improvements.”

* *

6. Section 3.G is hereby amended to delete the references in the first paragraph to “...application fees, processing fees, costs of staff time, development impositions,”

7. Section 3.G.6 is deleted in its entirety.

8. Section 3.I.5 is deleted in its entirety.

9. Addition of Section 3.I.6. Section 3.I.6 is added to the Agreement to read as follows:

“Notwithstanding anything in this Agreement to the contrary, City and District agree that District shall not be required to obtain building permits from City for the District Facility to the extent that building permits for such facility are in addition to the construction standards and review oversight imposed by the State of California for the District Facility. City and District further agree that although District shall submit a design review application to City for Phase II of the District Facility, the City’s planning authority over Phase II shall be limited to its determination of the adequacy of infrastructure improvements to serve the proposed construction, as more fully set forth in Section 2.G of the Agreement. With the exception of obtaining such determination from City, District shall not be obligated to obtain any further discretionary permits, approvals or entitlements from City for the District Facility.”

10. Addition of Section 3.M. Section 3.M is added to the Agreement to read as follows:

“District shall install all sidewalks, landscaping, and other amenities in a manner consistent with the approved plans as development proceeds on the District Site, and nothing herein shall be construed to require that District install such improvements to the undeveloped portions of the District Site in advance of development.”

11. Approval of Amendment. Pursuant to Section 11.C of the Agreement, the parties stipulate that this Amendment shall be considered an Administrative Amendment to the Agreement and may be approved by City’s Director of Community Development.

12. Ratification; conflicts. Except as modified by this Amendment, the parties ratify and confirm all of the terms and conditions of the Agreement. In the event of a conflict between the Agreement and this Amendment, this Amendment will control.

“CITY”

“DISTRICT”

CITY OF VACAVILLE,
a Municipal Corporation

SOLANO COMMUNITY COLLEGE
DISTRICT

By: *Laura Kuhn*
Laura Kuhn,
Director of Community Development

By: *Paulette J. Perfumo*
Dr. Paulette J. Perfumo, Ph.D.
Superintendent/President

Dated: 1-25-06

Dated: 1/18/06

APPROVED AS TO FORM:

APPROVED AS TO FORM:

GERALD L. HOBRECHT,
City Attorney

ZAMPI & ASSOCIATES

By: *Shana S. Faber*
Shana S. Faber,
Assistant City Attorney

By: *Gerald B. Determan*
Gerald B. Determan,
Attorney at Law



(see attached)

Maria Lopez Panduro
1-18-06

ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Solano } SS.

On 1-18-06 before me, Maria Lopez Panduro,
(DATE) (NOTARY) Notary Public
personally appeared Dr. Paulette Perfumo, Ph.D.
SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Maria Lopez Panduro
NOTARY SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____
- _____
- _____

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

_____ OTHER

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT
OF
SIGNER



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

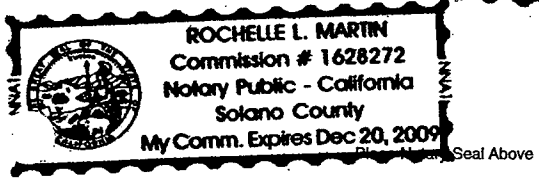
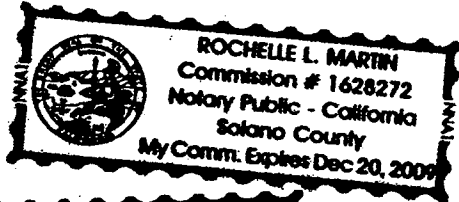
County of Solano } ss.

On 1-25-06, before me, Rochelle L. Martin, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Laura Kuhn
Name(s) of Signer(s)

personally known to me

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Rochelle L. Martin
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

EXHIBIT A

Description of the District Site

PARCEL ONE::

CITY OF VACAVILLE

LOTS 1A AND 1B, AS SHOWN AND DELINEATED ON THAT CERTAIN MAP ENTITLED "TRACT MAP FOR MISSION LAND AND DEVELOPMENT COMPANY," RECORDED MAY 8, 1998, IN BOOK 68 OF MAPS AT PAGE 40, SOLANO COUNTY RECORDS.

- ASSESSOR'S PARCEL NUMBER: 133-030-17
- ASSESSOR'S PARCEL NUMBER: 133-180-13
- ASSESSOR'S PARCEL NUMBER: 133-180-14
- ASSESSOR'S PARCEL NUMBER: 133-180-15
- ASSESSOR'S PARCEL NUMBER: 133-180-16

EXCEPTING THEREFROM: AN UNDIVIDED ½ INTEREST IN ALL MINERALS, MINERAL DEPOSITS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES OF EVERY KIND AND CHARACTER BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT HOWEVER, THE RIGHT OF SURFACE ENTRY, AS EXCEPTED AND RESERVED IN DEED FROM MARGARET JOSEPHINE SHELLHAMMER TO GERTRUDE M. EAMES, DATED JUNE 8, 1956, RECORDED JUNE 12, 1956 IN BOOK 833 OF OFFICIAL RECORDS, PAGE 480, IN DEED FROM MARGARET JOSEPHINE SHELLHAMMER TO HERMAN SANTOS, DATED DECEMBER 28, 1962, RECORDED JANUARY 4, 1963 IN BOOK 1178 OF OFFICIAL RECORDS, PAGE 512, IN DEED FROM MARGARET JOSEPHINE SHELLHAMMER TO BARBARA C. SANTOS, DATED DECEMBER 28, 1962, RECORDED JANUARY 4, 1963, IN BOOK 1178 OF OFFICIAL RECORDS, PAGE 520, IN DEED FROM MARGARET JOSEPHINE SHELLHAMMER TO ROBERTA SANTOS, DATED DECEMBER 28, 1962, RECORDED JANUARY 4, 1963 IN BOOK 1178 OF OFFICIAL RECORDS, PAGE 529, AND IN DEED FROM MARGARET JOSEPHINE SHELLHAMMER TO GEORGE SANTOS, DATED JANUARY 28, 1962, RECORDED JANUARY 4, 1963 IN BOOK 1178 OF OFFICIAL RECORDS, PAGE 538 SOLANO COUNTY RECORDS.

PARCEL TWO::

FUTURE PARCEL 1C (FUTURE PUBLIC RIGHT OF WAY ABANDONMENT):

BEGINNING AT A POINT THAT LIES NORTH 00° 12' 26" EAST A DISTANCE OF 450.00 FEET (449.83 FEET AS CALCULATED AND AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "RECORD OF SURVEY OF THE LANDS OF MISSION-MESSENGER VACAVILLE GENERAL PARTNERSHIP," FILED IN BOOK 20 OF RECORD OF SURVEYS AT PAGE 94 IN SAID RECORDER'S OFFICE) FROM THE NORTHEAST CORNER OF PARCEL A AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP POR. SECTION 2, T.6N, R.1W, M.D.B.&M. EXT.," FILED IN BOOK 11 OF PARCEL MAPS AT PAGE 23 IN SAID RECORDER'S OFFICE, SAID POINT OF BEGINNING BEING FURTHER DESCRIBED AS THE NORTHEAST CORNER OF LOT 11 AND A POINT ON THE SOUTHERLY LINE OF AKERLY DRIVE AS SAID LOT AND ROAD ARE SHOWN ON SAID "MAP OF VACA VALLEY BUSINESS PARK ONE," THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHERLY LINE OF

SAID AKERLY DRIVE THE FOLLOWING COURSES AND DISTANCES; NORTH 89° 47' 34" WEST, 1289.84 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 42.20 FEET THROUGH A CENTRAL ANGLE OF 05° 15' 23"; THENCE ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 69.34 FEET THROUGH A CENTRAL ANGLE OF 99° 19' 03" TO A POINT ON THE EASTERLY LINE OF MCKEVITT AVENUE AS SHOWN ON SAID "MAP OF VACA VALLEY BUSINESS PARK ONE;" THENCE LEAVING THE SOUTHERLY LINE OF SAID AKERLY DRIVE, CONTINUING ALONG THE RIGHT OF WAY LINE OF SAID MCKEVITT AVENUE THE FOLLOWING COURSES AND DISTANCES; SOUTH 14° 22' 00" EAST, 44.63 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 472.00 FEET, AN ARC DISTANCE OF 130.98 FEET THROUGH A CENTRAL ANGLE OF 15° 54' 00"; THENCE SOUTH 30° 16' 00" EAST, 192.86 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 33.81 FEET THROUGH A CENTRAL ANGLE OF 38° 44' 22"; THENCE ALONG A REVERSE CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 224.69 FEET (224.68 FEET AS CALCULATED AND SHOWN ON SAID RECORD OF SURVEY FILED IN BOOK 20 OF RECORD OF SURVEYS AT PAGE.94) THROUGH A CENTRAL ANGLE OF 257° 28' 44"; THENCE ALONG A REVERSE CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 33.81 FEET THROUGH A CENTRAL ANGLE OF 38° 44' 22"; THENCE NORTH 30° 16' 00" WEST, 19286 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 528.00, AN ARC DISTANCE OF 14652 FEET THROUGH A CENTRAL ANGLE OF 15° 54' 00"; THENCE NORTH 14° 22' 00" WEST, 44.63 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 69.34 FEET THROUGH A CENTRAL ANGLE OF 99° 19' 03" TO A POINT ON THE SOUTHERLY LINE OF SAID AKERLY DRIVE AND A COMPOUND CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET; THENCE LEAVING THE WESTERLY LINE OF SAID MCKEVITT AVENUE, CONTINUING ALONG THE SOUTHERLY LINE OF SAID AKERLY DRIVE THE FOLLOWING COURSES AND DISTANCES; ALONG SAID COMPOUND CURVE, AN ARC DISTANCE OF 182.31 FEET THROUGH A CENTRAL ANGLE OF 22° 42' 30"; THENCE SOUTH 43° 36' 27" WEST, 113.35 FEET TO A POINT ON A 676.00 FOOT RADIUS CURVE CONCAVE TO THE LEFT, FROM WHICH POINT THE RADIUS BEARS NORTH 62° 21' 11" WEST; THENCE LEAVING THE SOUTHERLY LINE OF SAID AKERLY DRIVE, CONTINUING ALONG SAID CURVE, AN ARC DISTANCE OF 189.42 FEET THROUGH A CENTRAL ANGLE OF 16° 03' 15" TO A POINT ON THE NORTHERLY LINE OF SAID AKERLY DRIVE AND A POINT ON A 540.00 FOOT RADIUS CURVE CONCAVE TO THE RIGHT, FROM WHICH POINT THE RADIUS BEARS NORTH 78° 24' 26" WEST; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID AKERLY DRIVE THE FOLLOWING COURSES AND DISTANCES; ALONG SAID CURVE, AN ARC DISTANCE OF 179.12 FEET THROUGH A CENTRAL ANGLE OF 19° 00' 20"; THENCE ALONG A CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 58.13 FEET THROUGH A CENTRAL ANGLE OF 83° 16' 01" TO A POINT ON THE WESTERLY LINE OF SAID MCKEVITT AVENUE; THENCE LEAVING SAID NORTHERLY LINE OF SAID AKERLY DRIVE, CONTINUING ALONG THE RIGHT OF WAY LINE OF SAID MCKEVITT AVENUE THE FOLLOWING COURSES AND DISTANCES; NORTH 14° 22' 00" WEST, 60.06 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 528.00 FEET, AN ARC DISTANCE OF 134.30 FEET THROUGH A CENTRAL ANGLE OF 14° 34' 26"; THENCE NORTH 00° 12' 26" EAST, 73.49 FEET; THENCE SOUTH 89° 59' 02" EAST, 56.00 FEET; THENCE SOUTH 00° 12' 26" WEST, 73.67 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 472.00 FEET, AN ARC DISTANCE OF 120.06 FEET

THROUGH A CENTRAL ANGLE OF $14^{\circ} 34' 26''$; THENCE SOUTH $14^{\circ} 22' 00''$ EAST, 60.06 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 58.13 FEET THROUGH A CENTRAL ANGLE OF $83^{\circ} 16' 01''$ TO A POINT ON THE NORTHERLY LINE OF SAID AKERLY DRIVE AND A REVERSE CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET; THENCE LEAVING THE EASTERLY LINE OF SAID MCKEVITT AVENUE, CONTINUING ALONG THE NORTHERLY LINE OF SAID AKERLY DRIVE THE FOLLOWING COURSES AND DISTANCES; ALONG SAID REVERSE CURVE, AN ARC DISTANCE OF 73.90 FEET THROUGH A CENTRAL ANGLE OF $07^{\circ} 50' 27''$; THENCE SOUTH $89^{\circ} 47' 34''$ EAST, 960.84 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 62.83 FEET THROUGH A CENTRAL ANGLE OF $90^{\circ} 00' 00''$ TO A POINT ON THE WESTERLY LINE OF NELSON AVENUE AS SHOWN ON SAID "MAP OF VACA VALLEY BUSINESS PARK ONE;" THENCE LEAVING THE NORTHERLY LINE OF SAID AKERLY DRIVE, CONTINUING ALONG THE RIGHT OF WAY LINE OF SAID NELSON AVENUE THE FOLLOWING COURSES AND DISTANCES; NORTH $00^{\circ} 12' 26''$ EAST, 238.92 FEET; THENCE SOUTH $89^{\circ} 59' 02''$ EAST, 56.00 FEET; THENCE SOUTH $00^{\circ} 12' 26''$ EAST, 239.10 FEET; THENCE ALONG A TANGENT CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 62.83 FEET THROUGH A CENTRAL ANGLE OF $90^{\circ} 00' 00''$ TO A POINT ON THE NORTHERLY LINE OF SAID AKERLY DRIVE; THENCE LEAVING THE EASTERLY LINE OF SAID NELSON AVENUE, CONTINUING ALONG THE NORTHERLY LINE OF SAID AKERLY DRIVE SOUTH $89^{\circ} 47' 34''$ EAST, 190.83 FEET TO A POINT ON AN 855.00 FOOT RADIUS CURVE CONCAVE TO THE RIGHT, FROM WHICH POINT THE RADIUS BEARS SOUTH $86^{\circ} 07' 04''$ WEST; THENCE LEAVING THE NORTHERLY LINE OF SAID AKERLY DRIVE, CONTINUING ALONG SAID CURVE, AN ARC DISTANCE OF 61.02 FEET THROUGH A CENTRAL ANGLE OF $04^{\circ} 05' 22''$; THENCE SOUTH $00^{\circ} 12' 26''$ WEST, 19.03 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Planned Public Improvements

The following public improvements are planned to be installed prior to the construction of the District Facility Phase I in order to serve the initial development of the District Site. All improvements shall be consistent with the North Village Specific Plan and City Standard Specifications for public improvements.

A. Roads:

1. Vaca Valley Parkway from the Kaiser entrance road to the I-505 ramps. The improvement includes widening of the north half of the road including an additional 20' roadway section with curb, gutter and sidewalk.
2. Arterial Parkway "C" from Vaca Valley Parkway to Road "E-1". The improvement includes a 32' roadway section with curb, gutter, medial, and bike path.
3. Road "E-1" from Arterial Parkway "C" to Road "E-2". The improvement includes the full roadway section with curb, gutter and sidewalk.

B. Storm Drainage:

1. The storm drain system within those portions of Vaca Valley Parkway, Arterial Parkway "C" and Road "E-1" as specified in Section A, above.
2. The storm drain system within Road "E-2" from Road "E-1" to detention pond #1.
3. The detention pond #1 at the southeast corner of the North Village site. The improvement includes fencing, landscaping and outlet piping from pond #1 to a ditch on the south side of Vaca Valley Parkway.
4. Minor ditch grading, berming and field inlets to control drainage form undeveloped areas north and west of the District Site.

C. Potable Water

1. The water system within that portion of Arterial Parkway "C" as specified in Section A, above.
2. The water system within Road "E-1" form Arterial Parkway "C" to Vaca Valley Parkway.

D. Nonpotable Water

1. Abandonment of the Kilkinney Canal #4 across the District Site.

E. Sewer

1. The sewer system under that portion of Arterial Parkway "C" as specified in Section A, above.
2. The sewer system within Road "E-1" from Arterial Parkway "C" to Vaca Valley Parkway.
3. The sewer system extending from Vaca Valley Parkway to the Vaca Valley Pump Station

shall constitute a transfer of all such water rights to City effective upon Close of Escrow in the acquisition of the District Site by District.

G. Payment By District Of Processing Charges. Development Impact Fees Or Their Equivalent, And Environmental Mitigation Costs Applicable To Project Site. The parties acknowledge and agree that development of the District Site and the District Facility will have great and adverse impact on the City and the City's public infrastructure, services and facilities, regardless of the betterment of the educational opportunities which will be expanded in City due to said development. In order to mitigate such adverse impacts and without regard to any statutory limitation to the contrary including, but not limited to Government Code §54999, every action undertaken by District to develop the District Site or by City on behalf of District, including informal review of plans and development proposals, shall be subject to all application fees, processing fees, costs of staff time, development impositions, development impact fees and regulatory fees, or their equivalent amounts, set by or within the control of City (including, but without limitation, any other fee or charge levied or imposed in connection with or by reason of the conduct of development or business activity within City), subject to the following:

change to 1999 Dev. Agmt. per 2006 Amendment

1. Existing Development Impact Fees. At present City has the following development impact or environmental mitigation fees that apply to the development of the District Site: traffic impact fee, drainage conveyance fee, water fee, sewer fee, general city facilities fee, police impact fee and fire impact fee. The development of the District Site will impact City services and infrastructure as to most, but not all, of the impacts that the applicable fees address and fund. District will pay all of said fees or their equivalent to City except as follows: District need not pay: (a) the park and recreation fee and the greenbelt fee as these fees only apply to residential development, or (b) the police facilities fee as the District will have its own security employees at the District Site, or the drainage fee, which has already been paid. District may additionally seek a waiver of the county facilities impact fee from Solano County.

The District agrees to pay to City the following development impact fees: traffic impact fee, water fee, sewer fee, general city facilities fee and fire impact fee. The District agrees, however, that the police impact fee shall apply to Nondistrict Facilities constructed on the District Site. Said development impact fees shall be paid prior to the initiation of construction of buildings on the District Site in an amount commensurate with the amount of development to be constructed at that time. Fees shall be paid at the rates in effect at the time of payment as such rates have been established by resolution of the City Council for all development within the City subject to the provisions of Sections 2.N and 3.G.4 of this Agreement.

2. New Development Impact Fees. Nothing herein shall be construed to prevent City from enacting new regulatory fees, development impact fees and/or development impositions that may be imposed on all or portions of the District Site so long as (a) the amount charged has been determined in accordance with applicable law as to the methodology for determining the rough proportionality of the costs of public improvements or the mitigation of public impacts from development; (b) District shall be entitled to credit for fees paid by or on behalf of District, the value of specific duplicative work performed and land dedicated prior to the enactment of such regulatory fee requirements where such fees or work deal with or pertain to the same subject matter and mitigated the same impacts or met the same or similar public needs to which the new fee or imposition requirement is addressed, (c) District shall not be subject to new development impact fees, if any, which are similar in nature to those from which payment of the fee or its equivalent is waived as in sub-Section 3.H.1 above and (d) the

AGENDA ITEM 13. (d)
 MEETING DATE February 4, 2009

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

TO: Members of the Governing Board

**SUBJECT: 2008/2009 CHILD DEVELOPMENT CONTRACT
 AMENDMENT, CONTRACT NUMBER CPRE-8400**

REQUESTED ACTION: APPROVAL

SUMMARY:

The maximum reimbursable amount of the State Preschool Contract CPRE-8400 shall be amended by an increase to \$166,553.00 from the prior amount of \$165,155.00.

The funding increase will result in a minor increase in child enrollment as follows: one additional half-time enrollment for one child for the remainder of the program year.

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

Christie Speck, Director
 Children's Programs

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7183

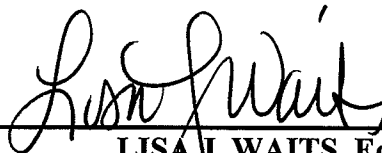
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

January 23, 2009

**DATE SUBMITTED TO
 SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.
 Interim Superintendent/President

January 23, 2009

**DATE APPROVED BY
 SUPERINTENDENT/PRESIDENT**



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 08 - 09

Amendment 01

DATE: July 01, 2008

CONTRACT NUMBER: CPRE-8400

PROGRAM TYPE: STATE PRESCHOOL

PROJECT NUMBER: 48-7055-00-8

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
FUNDING RESTORATION/FT&C CHANGE.

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2008 designated as number CPRE-8400 shall be amended in the following particulars but no others:

The Maximum Rate per child day of enrollment payable pursuant to the provisions of this agreement shall be \$21.22 (no change).

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$165,155.00 and inserting \$166,553.00 in place thereof.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 7,783.0 and inserting 7,848.9 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 192 (no change).

The 2008/09 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2008/09 amended FT&C Language (Attachment A) which by this reference is incorporated herein.

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

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Lisa Waitz, Ed.D., Interim Superintendent President				
TITLE Contracts, Purchasing & Conf Svcs		ADDRESS 4000 Guisun Valley Road, Fairfield, CA 94534				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,398	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 165,155	(OPTIONAL USE) 0656 23038-7055					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 166,553	ITEM 30.10.010. 6100-198-0001	CHAPTER 268	STATUTE 2008			FISCAL YEAR 2008-2009
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6055 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER		DATE				

**CHILD CARE AND DEVELOPMENT
2008/2009 LANGUAGE CHANGES TO
THE FUNDING TERMS AND CONDITIONS (FT&C)**

These changes apply to the FT&C for the following contract type: CPRE

Note: The page numbers cited may be a few pages off.

Amend Section I., DEFINITIONS as follows (p. 2)

"Adjusted monthly income" means total countable income ~~as~~ defined in subdivision (e) below, minus verified child support payments paid by the parent whose child is receiving child development services, excluding the non-countable income listed below:

1. Earnings of a child under age 18 years;
2. Loans;
3. Grants or scholarships to students for educational purposes other than any balance available for living costs;
4. Food stamps or other food assistance;
5. Earned Income Tax Credit or tax refund;
6. GI Bill entitlements, hardship duty pay, hazardous duty pay, hostile fire pay, or imminent danger pay;
7. Adoption assistance payments received pursuant to *Welfare and Institutions Code* Section 16115 et seq.;
8. Non-cash assistance or gifts;
9. All income of any individual counted in the family size who is collecting federal Supplemental Security Income (SSI) or State Supplemental Program (SP) benefits;
10. Insurance or court settlements including pain and suffering and excluding lost wages and punitive damages;
11. Reimbursements for work-required expenses such as uniforms, mileage, or per diem expenses for food and lodging;
12. Business expenses for self-employed family members;
13. When there is no cash value to the employee, the portion of medical and/or dental insurance documented as paid by the employer and included in gross pay; and
14. Disaster relief grants or payments, except any portion for rental assistance or unemployment.

~~"Earned" (for Alternative Payment programs) means net reimbursable program costs consisting of direct payments to providers, which includes family fees for certified~~

~~children and interest earned on advanced contract funds if the interest is spent on reimbursable costs for additional services, plus actual and allowable reimbursable administrative (limited to 15 percent) and support services costs of which combined cannot exceed 23.4567 of the total contract amount.~~

"Earned" (for Alternative Payment programs) means reimbursement shall include the cost of child care paid to child care providers plus the actual administrative and support services cost of the alternative payment program. The total cost for administration and support services shall not exceed an amount equal to 19 percent (19%) of the total contract amount. The administrative costs shall not exceed the cost allowable for administration under federal requirements.

"Family" means the parent and the children for whom the parents are responsible, who comprise the household in which the child receiving services is living. For purposes of income eligibility and family fee determination, when a child and his or her siblings are living in a family that does not include their biological or adoptive parent, "family" shall be considered the child and related siblings.

"Income fluctuation" means income that varies due to:

1. Migrant, agricultural, or seasonal work;
2. Intermittent earnings or income; bonuses, commissions; lottery winnings; inheritance; back child support payment; or net proceeds from the sale of real property or stock;
3. Unpredictable days and hours of employment, overtime, or self-employment.

Amend Section 1.A, Child Care and Development Preschool Program Requirements, General Requirements as follows (p. 53):

I. ELIGIBILITY AND NEED CRITERIA AND DOCUMENTATION

A. General Requirements

To receive Preschool program services, families shall meet eligibility criteria as specified in Section I.B. below. In addition to meeting the eligibility requirements, to be eligible for services the child's parent(s) must live in the State of California while services are being received. Evidence of a street address or post office address in California will be sufficient to establish residency. A person identified as homeless pursuant to Section I, Definition of "Homeless" is exempted from this requirement and shall submit a declaration of intent to reside in California

The governing board of a school district, community college district, or a county superintendent of schools may accommodate children residing outside the district boundaries in accordance with Education Code Section 8322(a). The determination of eligibility shall be without regard to the immigration status of the child or the child's parent(s) unless the child or the child's parent(s) is under a final order of deportation from the United States Department of Justice.

Amend Section 1.K, Child Care and Development Preschool Program Requirements, Documentation of Homeless as follows (p. 59):

K. Documentation of Homelessness

If the basis of eligibility as ~~specified in Section 1.B above~~ specified in EC Section 8263(a)(1) is homelessness, the family data file shall include documentation of homelessness. The documentation of homelessness shall include:

1. A written referral from an emergency shelter or other legal, medical or social service agency; or
2. A written parental declaration that the family is homeless and a statement describing the family's current living situation.

Amend Section 11.B, Child Care and Development Program Quality Requirements, Admission Priorities, Waiting List, and Displacement as follows (p. 61):

B. Admission Priorities, Waiting List, and Displacement

The first priority for services shall be given to child protective services children or children who are at risk of being neglected, abused, or exploited. If the contractor is unable to enroll a child in this first priority, the contractor shall refer the child's parent or guardian to local resource and referral services so that services for the child can be located.

After children in the first priority are served, the contractor shall give priority to eligible four-year-old children prior to serving eligible three-year-old children. Within these age groups, families with the lowest adjusted monthly income in relation to family size (income ranking) shall be admitted first. The contractor shall certify to the CDE that enrollment priority is being given to eligible four-year-old children. If income rankings are the same, the contractor may establish the following priorities in an order determined by the contractor:

1. Children who are identified as limited English or non-English proficient.
2. Children with exceptional needs whose Individualized Education Plan (IEP) as described in Section 56026 of the Education Code and sections 3030 and 3031 of Title 5 California Code of Regulations, identifies a State Preschool program as being an appropriate placement during all or part of the state preschool day.
3. Children from families whose special circumstances may diminish the children's opportunities for normal development.
4. Children who range in age from three years-nine months to four years-nine months. The family data file shall include documentation to support the determination that the child meets the priority for service.

Pursuant to the California Code of Regulations, Title 5, Section 16193, once all eligible child protective services and at risk children, four-year-olds and three-year-olds have been enrolled, the contractor may enroll children who are not otherwise eligible for participation. This includes children who exceed the age limitations and children from families whose income exceeds the current income ceiling issued by the CDD by fifteen percent (15%) or less of the adjusted monthly income for income eligible families of the same size. These children shall comprise a maximum of ten percent (10%) of the total enrollment.

The contractor shall maintain the following information in the family data file of children enrolled pursuant to this provision:

1. Evidence that shows the contractor made a diligent search for eligible children
2. The child's family income
3. The specific reason(s) for enrolling each child

To the greatest extent possible, the contractor shall assign children enrolled pursuant to this provision to all of the State Preschool program classes within the contractor's jurisdiction.

Contractors shall participate in and use the county centralized eligibility list in accordance with admission priorities. Contractors shall contact applicants in order of priority from the centralized eligibility list as vacancies occur.

A contractor operating a campus child care and development program pursuant to *Education Code* Section 66060, migrant child care and development program operating on a seasonal basis pursuant to 8230, or a program serving severely disabled children pursuant to subdivision (d) of EC Section 8250 may utilize a waiting list developed at its local site to fill vacancies of its specific population in accordance with admission priorities. Campus child care and development program contractors described in this paragraph shall submit information to the centralized eligibility list administrator, on any parent seeking subsidized child care for whom the program is not able to provide child care and development services.

~~Contractors shall participate in and use the county centralized eligibility list in accordance with admission priorities. Contractors shall contact applicants in order of priority from the centralized eligibility list as vacancies occur. A contractor operating a campus child care and development program pursuant to Education Code Section 66060 may utilize a waiting list developed at its local site to fill vacancies of its specific population in accordance with admission priorities. Campus child care and development program contractors shall submit information to the centralized eligibility list administrator, on any parent seeking subsidized child care for whom the program is not able to provide child care and development services.~~

~~If it is necessary to displace families, families shall be displaced in reverse order of admission priorities.~~

If funding for this program was initially allocated in a prior fiscal year, at least half the children enrolled at a preschool site shall be four-year olds. Any exception to this shall be approved by the CDD.

Amend Section 11.A-D, Preschool Child Care Program Quality Requirements, Developmental Profile as follows (p. 69):

II. DEVOPMENTAL PROFILE

- A. Center-based and Family Child Care Home Education Network contractors ~~The contractor~~ shall complete the age-appropriate Desired Results Developmental Profile, as defined in Section I, Definitions, for each child who is enrolled in the program for at least 10 hours per week.
- B. The Desired Results Developmental Profile required above shall be completed for each child within 60 calendar days of enrollment and at least once every six months for infants, toddlers, preschoolers, and school-age children. ~~at the following intervals thereafter:~~
- B. ~~1. Infants once every three (3) months~~
- C. ~~2. Toddlers once every four (4) months~~
- D. ~~3. Preschoolers every six (6) months~~
4. ~~School-age children once every six (6) months~~
- C. The contractor shall use the developmental profiles to plan and conduct age developmentally appropriate activities.
- D. When a child will be transferring to a local public school from a program serving preschool-age children, the contractor shall provide the parent or guardian with information from the previous year deemed beneficial to the child and the public school teacher, including, but not limited to, development issues, social interaction abilities, health background, and diagnostic assessments if any. The preschool program may, with permission of the parent or guardian, transfer this information to the child's elementary school.
- E. If a child has exceptional needs, a disability, and/or has an Individualized Education Program, the developmental profile shall~~will~~ be completed with any necessary accommodations and adaptations. Notwithstanding Section II.A above, a developmental profile is required for a child with exceptional needs ~~an Individualized Education Program~~ even if that child is enrolled for less than 10 yhours per week.

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

TO: Members of the Governing Board
**SUBJECT: CITY OF FAIRFIELD/SCC DISTRICT JOINT FACILITY
USE AGREEMENT**

REQUESTED ACTION: APPROVAL

SUMMARY:

A Joint Facility Use Agreement between the Solano Community College District and the city of Fairfield is being presented to the Board for approval.

Education Code Section 38130-38139 (The Civic Center Act) and Section 10900-10914.5 (Joint Programs/Community Recreation Programs) provides legal authorization for the establishment of a Joint Facility Use Agreement.

The proposed agreement has been reviewed and approved by District and City Administrators and is deemed to be mutually beneficial in providing use of each other's facilities to further the goals and programs of both entities. The mutual intent is to provide the best service with the least possible expenditure of public funds.

The term is identified for five years, notwithstanding a 30-day cancellation provision. This item was presented to the Board for information on December 17, 2008.

A copy of the full Joint Use Agreement is available for review in the Office of the Superintendent/President and in the Office of the Associate Vice President of Workforce and Community Development.

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

Charles R. Shatzer, Associate Vice President
Workforce and Community Development

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7177

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

January 23, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.
Interim Superintendent/President

January 23, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT AND THE CITY OF FAIRFIELD
JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2008, by and between the CITY OF FAIRFIELD, a municipal corporation, hereinafter called "CITY" and the SOLANO COMMUNITY COLLEGE DISTRICT, hereinafter called "DISTRICT".

WITNESSETH

WHEREAS, the CITY, through its Department of Community Services, and the DISTRICT are mutually interested in providing an adequate program of community recreation and cultural arts under the sponsorship of the CITY; and

WHEREAS, Education Code Section 10900 et. seq. authorizes cities and public school districts to cooperate with one another to authorize, promote and conduct community services programs which will contribute to the attainment of general recreational and educational objectives for children and adults of this State, and to enter into agreements with each other for such purposes; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between CITY and DISTRICT is necessary.

NOW, THEREFORE, in consideration of the promises herein CITY and DISTRICT agree as follows:

1. USE OF DISTRICT FACILITIES. DISTRICT shall make available to CITY for community services activities all DISTRICT facilities which are suitable for community services activities. The facilities shall be selected by the Director of the Department of Community Services of CITY (hereinafter called DIRECTOR) or his/her designated representative, subject to the approval of the DISTRICT's Superintendent-President (hereinafter called SUPERINTENDENT) or his/her designated representative. Suitable facilities are listed on Exhibit A – Solano Community College District Facilities Available for Use by City of Fairfield. The list will be reviewed and updated annually.

City use of selected school facilities shall comply with the laws of the State of California, Education Code Section 38130-38139 (Exhibit I), 10900-10914.5 (Exhibit I-2), the rules and regulations of the Governing Board of District in granting permits for use of school facilities, DISTRICT Policy 1110 and Facility Use Application Guidelines and Procedures (Exhibit J), and CITY ordinances, rules and regulations.

2. USE OF CITY PROPERTY. CITY shall make available to DISTRICT for school events, activities or programs all CITY community services facilities which are suitable for said events, activities or programs. The facilities shall be selected by the

SUPERINTENDENT or his/her designated representative, subject to the approval of the DIRECTOR or his/her designated representative. Suitable facilities are listed on Exhibit B – City of Fairfield Community Services Facilities Available for Use by Solano Community College District. The list will be reviewed and updated annually.

DISTRICT use of selected CITY community services facilities shall comply with the rules and regulations of CITY in granting permits for the use of CITY community services facilities as provided for by ordinances, rules and regulations of the CITY.

3. PRIORITIES AND SCHEDULING. In scheduling the use of DISTRICT facilities, DISTRICT sponsored events and programs shall have first priority, CITY Community Services sponsored events and programs shall have second priority, and any other events by other organizations (including City affiliated groups which are not covered by this Agreement) or individuals shall have priority thereafter. CITY Community Services sponsored events, programs, and groups are listed on Exhibit C.

In scheduling the use of CITY facilities, CITY sponsored events and programs shall have first priority, Fairfield-Suisun Unified School District and Travis Unified School District sponsored events and programs shall have second priority, Solano Community College District sponsored events and programs shall have third priority, and any other events by other organizations (including auxiliary organizations of the DISTRICT which are not covered by this Agreement) or individuals shall have priority thereafter. DISTRICT sponsored events, programs, and groups are listed on Exhibit D. College booster organizations, support groups, clubs, etc. do not receive the priority usage that official College functions will receive. Only official College District programs and educational activities will receive the priority usage noted above.

A. SCHEDULING OF GENERAL FACILITIES.

A quarterly scheduling meeting will be conducted between the SUPERINTENDENT and DIRECTOR or their designated representatives. The meeting will schedule both DISTRICT and CITY community services facilities for the upcoming quarter. The following is the annual schedule for meetings.

<u>Meeting Date</u>	<u>Months Scheduled at Meeting</u>
First Week of August	September, October, and November
First Week of October	December, January, and February
First Week of January	March, April, and May
First Week of May	June, July, and August

At least four weeks prior to the quarterly meetings conducted between the SUPERINTENDENT and DIRECTOR or their designated representatives, proposed schedules will be exchanged to allow the DISTRICT and CITY to complete its internal approval process. The regularly scheduled quarterly meeting will then occur to finalize schedules for the DISTRICT and CITY community services facilities for the upcoming quarter.

B. FAIRFIELD CENTER FOR CREATIVE ARTS THEATER SCHEDULING.

With the exception of the Solano Community College District 2009-10 theater season, for which a separate agreement will be entered into between the City and District, scheduling of up to twelve days for DISTRICT sponsored events and programs held in the Fairfield Center for Creative Arts Theater will commence during the month of July for the fiscal year beginning in the next July (one year in advance). The SUPERINTENDENT and DIRECTOR or their designated representatives, will determine up to twelve use days and the SUPERINTENDENT or his/her designated representative, will assign the DISTRICT sponsored events and programs to each of the up to twelve use days agreed to.

C. MASTER JOINT USE SCHEDULE.

The SUPERINTENDENT and DIRECTOR or their designated representatives, will publish and distribute, not later than two weeks after the scheduling meeting, a master Joint Use Schedule to their respective staffs. The Joint Use Agreement Facilities Usage Application is attached as Exhibit E.

D. INTENT.

The intent of this section is to facilitate the communication process between the CITY and DISTRICT. If other facility needs arise, requests may be made and will be handled on an as-needed basis between the CITY and DISTRICT.

4. CHARGES. Notwithstanding any other provisions of this Agreement or applicable DISTRICT and/or CITY procedures, policies, rules or regulations, all use charges provided for by this Agreement are shown in Exhibit F. These and future charges shall be based on the staff required to be present at the facility or the actual expense incurred by the usage of the facility.

5. CANCELLATION.

A. Neither the CITY nor the DISTRICT shall cancel a reservation of its facilities approved through the scheduling process provided in paragraph 3 less than ten working days prior to the programmed activity, unless an emergency situation exists. Both DISTRICT and the CITY shall be informed as soon as the need for the cancellation becomes apparent. In case that such cancellation cannot be avoided, the canceling party shall make every effort to provide an alternative area or facility.

B. Neither the CITY nor the DISTRICT shall cancel a reservation made at the other party's facility approved through the scheduling process provided in paragraph 3 less than ten working days prior to the programmed activity, unless an emergency situation exists. Both DISTRICT and the CITY shall be informed as soon as the need for the cancellation becomes apparent.

C. If either the CITY or the DISTRICT does not cancel a reservation made at the other party's facility approved through the scheduling process provided in paragraph 3

and does not show up for the reserved date and time, all charges provide in paragraph 4 will be levied against the party that did not show for the reservation as if the activity had taken place.

6. SUPERVISION AND SUPPLIES. CITY shall provide personnel, which may include both paid staff and volunteers; to supervise CITY Community Services sponsored activities conducted on school facilities. CITY personnel and/or CITY authorized volunteers shall take direction from the DISTRICT facility manager or his/her designated representative to comply with Section 1, paragraph 2 of this Agreement. Such CITY personnel shall be under the supervision of the CITY. The DISTRICT Dean of any particular facility being used will be advised by the DISTRICT in the planning and administration of a community services program to be conducted by CITY on or in the facilities under the Dean's jurisdiction.

DISTRICT shall provide personnel, which may include both paid staff and volunteers; to supervise DISTRICT activities conducted on CITY property. DISTRICT personnel and/or DISTRICT authorized volunteers shall take direction from the CITY facility manager or his/her designated representative to comply with Section 2, paragraph 2 of the Agreement. Such DISTRICT personnel shall be under the supervision of DISTRICT.

CITY shall furnish and supply all expendable materials and supplies necessary for carrying on community services activities on DISTRICT facilities under the use and supervision of the CITY. Equipment otherwise provided to the general public in its use of a DISTRICT facility shall be made available to the CITY for a CITY sponsored activity.

DISTRICT shall furnish and supply all expendable materials necessary for carrying on DISTRICT programs on CITY community services facilities under the use supervision of the DISTRICT. Equipment otherwise available with the use of a CITY community services facility shall be made available to the DISTRICT for DISTRICT sponsored activity.

7. MAINTENANCE. Unless otherwise specified in a specific facility Agreement, the on-going maintenance of facilities, grounds and equipment on CITY-owned land will be the responsibility of the CITY, while the on-going maintenance of facilities, grounds and equipment on DISTRICT's land will be the responsibility of the DISTRICT.

Field conditions will be assessed within 48 hours prior to usage. Facility user will be responsible for all damages to facilities and/or fields. Facilities and/or fields must be left in the same condition and appearance as when initially occupied.

A Post-Event evaluation form (Exhibit G) will be completed by the SUPERINTENDENT or DIRECTOR or their designated representatives, and forwarded to the user of the facility. If the Post-Event Evaluation Form indicates damage has occurred, the DIRECTOR or SUPERINTENDENT or their designated representatives, will inform the party of the damage the next business day via telephone. If a CITY or

DISTRICT facility is damaged as a result of either party's use and requires repair beyond normal maintenance, the cost of the repairs shall be borne by the user of the facility and a bill for damages (Exhibit H) will be completed and sent.

8. PREPARATION OF FIELDS. DISTRICT shall be responsible for the cost of preparing CITY fields for DISTRICT use, either by performing the work or paying the CITY the charge set forth in Exhibit F. CITY shall be responsible for preparing DISTRICT fields for CITY use, either by performing the work or paying the DISTRICT the charges set forth in Exhibit F. Prior to the first field preparation by either party, the maintenance staffs of the respective parties will meet and discuss preparation and maintenance procedures.

9. INDEMNIFICATION AND HOLD HARMLESS.

A. The DISTRICT shall indemnify and hold harmless the CITY, its respective officers, agents or employees, and volunteers from claims, suits, or actions of every name, kind and description, brought forth, arising from, or connected with the willful misconduct, negligent acts, errors or omissions, of the DISTRICT or any person directly or indirectly employed by or acting as agent for the DISTRICT in the performance of this Agreement or utilization of CITY facilities under this Agreement.

B. The CITY shall indemnify and hold harmless the DISTRICT, its respective Board Members and/or officers, agents or employees, and volunteers from claims, suits, or actions of every name, kind and description, brought forth, arising from, or connected with the willful misconduct, negligent acts, errors or omissions, of the CITY or any person directly or indirectly employed by or acting as agent for the CITY on the performance of this Agreement or utilization of DISTRICT facilities under this Agreement.

C. It is understood that the duty of each party to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

10. INSURANCE.

A. WORKER'S COMPENSATION.

i. During the term of this Agreement, DISTRICT shall fully comply with the terms of the law of California concerning worker's compensation. Said Compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance or self-insurance insuring against any liability DISTRICT may have for worker's compensation.

ii. During the term of this Agreement, CITY shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to maintaining in full force and effect one or more policies of insurance

or self-insurance insuring against any liability CITY may have for worker's compensation.

B. GENERAL LIABILITY INSURANCE.

i. DISTRICT shall obtain at its sole cost and keep in full force and effect during the term of this Agreement broad form property damage, personal injury, automobile, employers' and comprehensive form general liability insurance in the amount of \$1,000,000 per occurrence; provided (a) that the CITY, its officers, agents, employees and volunteers shall be named as additional insureds under the policy, and (b) that the policy shall stipulate that this insurance will operated as primary insurance for all claims under it, and that (c) no other insurance effected by the CITY or other named insureds will be called upon to cover loss covered thereunder.

ii. CITY shall obtain at its sole cost and keep in full force and effect during the term of this Agreement broad form property damage, personal injury, automobile, employers' and comprehensive form general liability insurance in the amount of \$1,000,000 per occurrence; provided (a) that the DISTRICT, its officers, agents, employees and volunteers shall be named as additional insureds under the policy, and (b) that the policy shall stipulate that this insurance will operated as primary insurance for all claims under it, and that (c) no other insurance effected by the DISTRICT or other named insureds will be called upon to cover loss covered thereunder.

C. CERTIFICATES OF INSURANCE.

i. DISTRICT shall file with CITY's DIRECTOR upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement, without 30 days written notice to the DIRECTOR prior to the effective date of such cancellation, or change in coverage.

ii. CITY shall file with DISTRICT's SUPERINTENDENT upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement, without 30 days written notice to the SUPERINTENDENT prior to the effective date of such cancellation, or change in coverage.

D. ENDORSEMENTS.

i. DISTRICT shall file with the DIRECTOR concurrent with the execution of this Agreement, an endorsement providing for each of the above requirements.

ii. CITY shall file with the SUPERINTENDENT concurrent with the execution of this Agreement, an endorsement providing for each of the above requirements.

E. SELF-INSURANCE

DISTRICT and CITY each acknowledge that either party to this agreement may be self-insured for some or all of the insurances required in this agreement. DISTRICT and CITY agree that such self-insurance is an acceptable form of coverage for the required insurances and evidence of self-insurance documentation shall be sufficient in lieu of standard insurance certificate forms and policies of insurance.

11. DISPUTES. In the event of a disagreement between the DISTRICT and the CITY on the interpretation of any provision of the Agreement, the DIRECTOR and the SUPERINTENDENT, or their designated representatives, shall meet to resolve the differences within thirty (30) days.

12. TERM. This Agreement shall be effective upon signature by both parties and shall remain in effect thereafter for five years unless either party terminates this Agreement by giving thirty (30) days prior written notice thereof to the other party. To further facilitate communication between the CITY and the DISTRICT, there will be an annual meeting scheduled by the end of each September by the DIRECTOR and SUPERINTENDENT or their designated representatives to review and evaluate this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

CITY OF FAIRFIELD, a municipal corporation

City Clerk

By: _____
Mayor

SOLANO COMMUNITY COLLEGE DISTRICT

By: _____
Superintendent/President

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

TO: Members of the Governing Board
**SUBJECT: SOLANO COMMUNITY COLLEGE DISTRICT
SUPERINTENDENT/PRESIDENT SEARCH UPDATE**
REQUESTED ACTION: INFORMATION

SUMMARY:

Dr. Robin L. Steinback, Vice President of Academic Affairs and Chair of the 2008-09 Superintendent/President Search Advisory Committee, will give an update on the search for a new Superintendent/President for the Solano Community College District.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Robin L. Steinback, Ph.D., Vice President
and Chair of the S/P Search Advisory
Committee

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7226

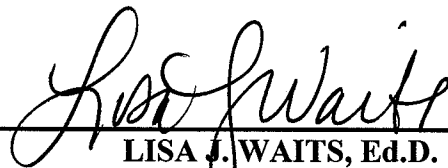
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

January 23, 2009

DATE SUBMITTED TO



LISA J. WAITS, Ed.D.
Interim Superintendent/President

January 23, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**