

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

**TO: Members of the Governing Board**

**SUBJECT: ANNUAL ORGANIZATIONAL MEETING OF THE  
GOVERNING BOARD**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

In accordance with Educational Code Section 72000(c)(2)(A), the Governing Board of the Solano Community College District designated the Board meeting of December 18, 2013, as the annual organizational meeting of the Governing Board. This involves the tasks listed below:

- (a) Elect a President, Vice President, and appoint a Secretary for 2013-2014.
- (b) Establish the dates, times, and locations of the Governing Board meetings (attached).
- (c) Select a representative to the Solano County School Boards Association.

*Government Code: EC 72000 Board Policy: 1015 and 1026 Estimated Fiscal Impact: \$ N/A*

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

Jowel C. Laguerre, Ph.D.  
Superintendent-President

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

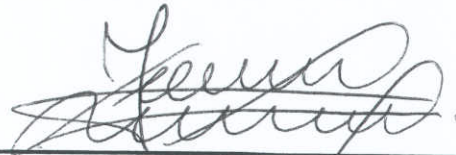
**ADDRESS**

707 864-7112

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

December 6, 2013  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent-President

December 6, 2013  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE  
GOVERNING BOARD PROCEDURES**

**REGULAR MEETINGS**

**Policy 1025**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD  
CALENDAR OF BOARD MEETINGS FOR 2014**

The Governing Board meets the first and third Wednesday of each month at 6:30 p.m., in the Board Room (First Floor-West Lobby) of the \*Administration Building located at 360 Campus Lane, Suite 201, Fairfield, California. The specific calendar of meeting dates is listed below. All meetings, with the exception of Closed Sessions, are open to the public. Minutes of previous meetings and current agendas are available from the Superintendent-President's Office and on the Solano College Web site: [www.solano.edu](http://www.solano.edu).

January 15, 2014  
February 5, 2014  
February 19, 2014 (**Vallejo Center**)  
March 5, 2014  
March 19, 2014 (**Vacaville Center**)  
April 2, 2014  
**April 16, 2014 (Spring Break – No Meeting)**  
May 7, 2014  
May 21, 2014  
June 4, 2014  
June 18, 2014  
July 16, 2014  
August 6, 2014  
August 20, 2014  
September 3, 2014  
September 17, 2014  
October 1, 2014  
October 15, 2014 (**Vallejo Center**)  
November 5, 2014  
November 19, 2014 (**Vacaville Center**)  
December 3, 2014  
December 17, 2014

*Annual Board Retreat To Be Determined*

\*Administration Building 600 at 4000 Suisun Valley Road, Fairfield, California, is experiencing a remodel/renovation in 2014; therefore, Board Meeting locations are subject to change until the remodel/renovation has been completed.

JCL:js

BD MTG CAL.2014

Reviewed by Governing Board for Information: December 4, 2013

Approved by Governing Board: December 18, 2013

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

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

**SUMMARY:**

<u>NAME AND ADDRESS</u>	<u>ITEMS</u>	<u>DEPARTMENT</u>
Gary and Janet Schwartz 313 Greyhawk Court Vacaville, CA 95688	Books and Instructional DVDs (new and used)	Library

*Government Code:*                      *Board Policy:*                      *Estimated Fiscal Impact:* **In-Kind Gift \$520.00**

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

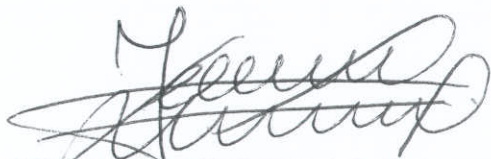
Jowel C. Laguerre, Ph.D.  
Superintendent-President  
**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534  
**ADDRESS**

707 864-7112  
**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

December 6, 2013  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

  
**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent-President

December 6, 2013  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

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

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**EMPLOYMENT 2013-2014**

**Regular Assignment**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Angela Cariglio	Administrative Assistant IV, Math & Science, Range 14/1	12/11/13
Tracy Gross	Student Services Assistant II - Financial Aid, Range 11/1	01/06/14
Toni Gentilli	Photography Lab Technician Range 14/1	01/09/14
Zyra Larot	Student Services Assistant II - Financial Aid, Range 11/1	01/06/14
Amber Cheatham	Administrative Assistant III Financial Aid, Range 14/1	12/16/13
TBA	Nursing Skill Lab Instructor	TBA
James Word	Anatomy Instructor FT Temporary	01/10/14

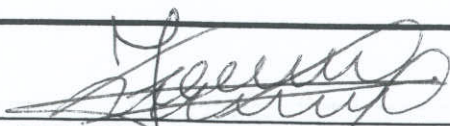
**Change in Assignment**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Irene Camins	From Science Lab Tech. (50%) to Science Lab Tech. (100%)	12/01/13

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**Bruce Petersen, Associate Vice President**  
Human Resources

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**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent-President

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December 06, 2013  
**Date Submitted**

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December 06, 2013  
**Date Approved**

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR  
 Governing Board Meeting  
 December 18, 2013  
 Page 2

**Change in Assignment continued:**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Laurie Gorman	From Executive Assistant- Student Services (CSEA) to Executive Coordinator- Academic Affairs (Confidential) Range 35/7	01/01/14
Neil Glines	From Communications Instructor to Interim Dean School of Liberal Arts Range 49/4	01/06/14

**Short-term/Temporary/Substitute**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Brenda Arnold	Substitute Student Services Assist II, Financial Aid	12/01/13 – 01/31/14	\$16.39 hr.
Angela Buford	Administrative Assistant III, Workforce Development & Continuing Education	12/21/13 – 05/20/14	\$17.92 hr.
Eugene Buban	Webmaster Accreditation	10/11/13 – 11/04/13	\$24.41 hr.
Amber Cheatham	Substitute Student Services Assist II, Financial Aid	11/11/13 – 12/31/13	\$16.39 hr.
Dagmar Kuta	Production Assistant, Theater	11/22/13 – 06/30/14	\$ 9.60 hr.
Zyra Larot	Substitute Student Services Assist II, Financial Aid	11/01/13 – 12/31/13	\$16.39 hr.
Paul Mazzarelle	Assistant Swim/Dive Coach	01/14/14 – 04/30/14	\$16.66 hr.
Marcie McDaniels	Umoja, Counseling	08/01/13 – 06/30/14	\$66.67 hr.
Darlene Stewart	EOPS/CARE Administrative Assistant III	11/19/13 – 12/20/13	\$16.39 hr.
Joan Wallace	EOPS Counseling	07/01/13 – 06/30/14	\$62.64 hr.
Darla Williams	Head Volleyball Coach	11/11/13 – 12/31/13	\$66.67 hr.

**Professional Experts**

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Greg Begin	Foster Care & Kinship workshop presenter	01/14/14	\$ 250.00
Greg Begin	Foster Care & Kinship workshop presenter	02/11/14	\$ 250.00
Sherry Currie-Proctor	Foster Care & Kinship workshop presenter	01/28/14	\$ 180.00
Sherry Currie-Proctor	Foster Care & Kinship workshop presenter	02/25/14	\$ 180.00

**Professional Experts continued:**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Dates</u></b>	<b><u>Amount</u></b>
Adam Gistarb	Stage Manager for Spring 2014 Theater Production	01/01/14 – 03/28/14	\$ 800.00
Jacqueline Jones	Foster Care & Kinship workshop presenter	01/07/14 – 01/10/14	\$ 360.00
Jacqueline Jones	Foster Care & Kinship workshop presenter	02/04/14	\$ 360.00
Kerry Pilley	Foster Care & Kinship workshop presenter	01/07/14 – 01/21/14	\$1440.00
Kerry Pilley	Foster Care & Kinship workshop presenter	02/04/14 – 02/26/14	\$1440.00
Darcia Tipton	Set designer for Spring Theater Production	01/01/14 – 03/28/14	\$2500.00
Rebecca Valentino	Costume designer for Spring Theater Production	01/01/14 – 03/28/14	\$2500.00
Noel Vargas	Foster Care & Kinship workshop presenter	01/15/14 – 01/30/14	\$ 720.00
Noel Vargas	Foster Care & Kinship workshop presenter	02/05/14 – 02/28/14	\$1080.00
Tyffany Wanberg	Foster Care & Kinship workshop presenter	01/08/13 – 01/30/14	\$1440.00
Tyffany Wanberg	Foster Care & Kinship workshop presenter	02/04/14 – 02/27/14	\$1800.00

**GRATUITOUS SERVICE**

<b><u>School/Department</u></b>	<b><u>Name</u></b>	<b><u>Assignment</u></b>
SHP&D	Randall Austin	Assist with equipment for Baseball
Nursing	John Allison	EMT Skills
Nursing	Darren Bryant	EMT Skills
Nursing	Cheyenne Dana	EMT Skills
Nursing	Heather Deanda	EMT Skills
Nursing	Aldwin Donaldo	EMT Skills
Nursing	Kyle Dubs	EMT Skills
Nursing	Pam Graham	EMT Skills
Nursing	Jason Martin	EMT Skills
Nursing	Linda Messenger	EMT Skills
Nursing	Angela Modrich	EMT Skills
Nursing	F. Nick Scholl	EMT Skills

**RESIGNATIONS**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Dates</u></b>
Caryl Corbin	Parking Enforcement	12/16/13

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

**TO: Members of the Governing Board**

**SUBJECT: WARRANT LISTINGS**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

11/08/13	Vendor Payment	2511050525-2511050550	\$12,317.03
11/13/13	Vendor Payment	2511050551-2511050651	\$332,710.37
11/13/13	Vendor Payment	2511050652-2511050654	\$43,237.67
11/19/13	Vendor Payment	2511050655-2511050655	\$25,812.00
11/19/13	Vendor Payment	2511050656-2511050659	\$39,809.71
11/19/13	Vendor Payment	2511050660-2511050742	\$202,020.99
11/21/13	Vendor Payment	2511050743-2511050765	\$22,671.98
11/21/13	Vendor Payment	2511050766-2511050851	\$650,471.77
12/03/13	Vendor Payment	2511050852-2511050875	\$638,476.69
12/03/13	Vendor Payment	2511050876-2511051011	\$411,131.43
		<b>TOTAL</b>	<b>\$2,378,659.64</b>

Copies of the Warrant Listings are available online at [www.solano.edu](http://www.solano.edu) under Governing Board Attachments and at the following locations: Office of the Superintendent-President and Office of the Vice President of Finance and Administration.

*Government Code:* **ECS 70902 & 81656**      *Board Policy:* **3240**      *Estimated Fiscal Impact:* **\$2,378,659.64**

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

Yulian Ligosio, Vice President  
Finance & Administration

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

707-864-7209

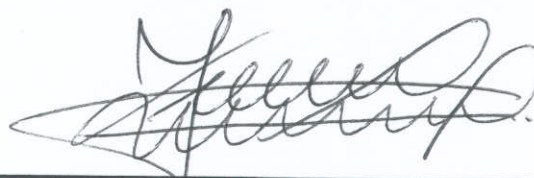
**TELEPHONE NUMBER**

Finance & Administration

**ORGANIZATION**

December 6, 2013

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent-President

December 6, 2013

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



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

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

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**PERSONAL SERVICES AGREEMENTS**

**Academic Affairs**  
**Diane White, Interim Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Full Capacity Marketing, Inc.	Web Design Services for the Small Business Sector	December 5, 2013 – June 30, 2014	Not to exceed \$16,204.00
Don Carlson	Project Director for Statewide Communities Convener Project	December 5, 2013 – June 30, 2014	Not to exceed \$3,600.00
Yanina Cywinska	Present (4) 1-hour presentations during 2013/2014 academic year	November 1, 2013 – May 15, 2014	Not to exceed \$1,000.00
Alberta Lloyd	Workforce and CTE Grant implementation support services	January 1, 2014 – June 30, 2014	Not to exceed \$33,440.00
Michelle Mack	Provide professional services for the Trailblazers Mentoring Program	January 1, 2014 – June 30, 2014	Not to exceed \$5,000.00

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**Yulian I. Ligioso**

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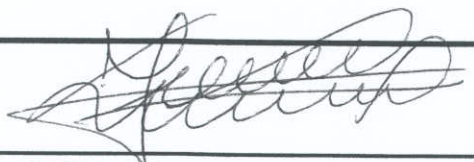
Vice President, Finance and Administration

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December 6, 2013

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**Date Submitted**



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**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent-President

---

December 6, 2013

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**Date Approved**

8.(f)  
**AGENDA ITEM**  
**MEETING DATE** December 18, 2013

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

**TO:** **Members of the Governing Board**  
**SUBJECT:** **CCFS-311Q FINANCIAL REPORT, FIRST QUARTER,  
FY 2013-2014**

**REQUESTED ACTION:** **INFORMATION**

**SUMMARY:**

AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on their financial condition. The CCFS-311Q quarterly financial report for the first quarter of FY 2013-2014 is attached for the Board's review and information.

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*Government Code:* *Board Policy: 3020* *Estimated Fiscal Impact: N/A*  
*California Code of Regulations (CCR) 58305(d)*

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**SUPERINTENDENT'S RECOMMENDATION:**

APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

Yulian I. Ligioso, Vice President  
Finance & Administration

---

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

---

**ADDRESS**

707-864-7209

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**TELEPHONE NUMBER**

Finance & Administration

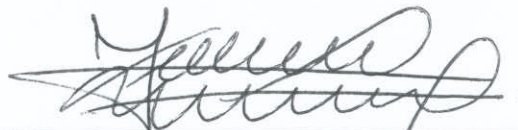
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**ORGANIZATION**

December 6, 2013

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**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



---

**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent-President

December 6, 2013

---

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE

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

District: (280) SOLANO

CHANGE THE PERIOD  
Fiscal Year: 2013-2014  
Quarter Ended: (Q1) Sep 30, 2013

Your Quarterly Data is Certified for this quarter.

Chief Business Officer

CBO Name: Yulian Ligioso

CBO Phone: 707-864-7209

CBO Signature:   
Date Signed: 11/19/13

Chief Executive Officer Name: Jowel Laguerre

CEO Signature:   
Date Signed: 12-03-13

Electronic Cert Date: 11/19/2013

District Contact Person

Name: Patrick Killingsworth

Title: Director of Fiscal Services

Telephone: 707-864-7000

Fax: 707-864-2066

E-Mail: patrick.killingsworth@solano.edu

California Community Colleges, Chancellor's Office  
Fiscal Services Unit  
1102 Q Street, Suite 4554  
Sacramento, California 95814-6511

Send questions to:  
Christine Atalg (916)327-5772 [atalg@ccco.edu](mailto:atalg@ccco.edu), or Tracy Britten (916)323-6899 [tbritten@ccco.edu](mailto:tbritten@ccco.edu)

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**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

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

CHANGE THE PERIOD

Fiscal Year: 2013-2014

Quarter Ended: (Q1) Sep 30, 2013

District: (280) SOLANO

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2010-11	Actual 2011-12	Actual 2012-13	Projected 2013-2014
<b>I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:</b>					
<b>A. Revenues:</b>					
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	51,482,327	45,837,026	47,548,696	46,778,090
A.2	Other Financing Sources (Object 8900)	17,825	3,955	5,092	0
A.3	<b>Total Unrestricted Revenue (A.1 + A.2)</b>	<b>51,500,152</b>	<b>45,840,981</b>	<b>47,553,788</b>	<b>46,778,090</b>
<b>B. Expenditures:</b>					
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	48,735,784	47,214,550	43,981,804	47,287,694
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	375,461	128,058	157,885	0
B.3	<b>Total Unrestricted Expenditures (B.1 + B.2)</b>	<b>49,111,245</b>	<b>47,342,608</b>	<b>44,139,689</b>	<b>47,287,694</b>
C.	<b>Revenues Over(Under) Expenditures (A.3 - B.3)</b>	<b>2,388,907</b>	<b>-1,501,627</b>	<b>3,414,099</b>	<b>-509,604</b>
D.	<b>Fund Balance, Beginning</b>	<b>3,207,000</b>	<b>5,713,219</b>	<b>2,800,420</b>	<b>6,214,519</b>
D.1	Prior Year Adjustments + (-)	117,312	-1,411,172	0	0
D.2	<b>Adjusted Fund Balance, Beginning (D + D.1)</b>	<b>3,324,312</b>	<b>4,302,047</b>	<b>2,800,420</b>	<b>6,214,519</b>
E.	<b>Fund Balance, Ending (C. + D.2)</b>	<b>5,713,219</b>	<b>2,800,420</b>	<b>6,214,519</b>	<b>5,704,915</b>
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	11.6%	5.9%	14.1%	12.1%

**II. Annualized Attendance FTES:**

Line	Description	2010-11	2011-12	2012-13	2013-2014
G.1	Annualized FTES (excluding apprentice and non-resident)	9,393	8,523	7,056	8,502

**III. Total General Fund Cash Balance (Unrestricted and Restricted)**

Line	Description	As of the specified quarter ended for each fiscal year			
		2010-11	2011-12	2012-13	2013-2014
H.1	Cash, excluding borrowed funds		3,433,648	-2,226,084	6,947,336
H.2	Cash, borrowed funds only		0	0	0
H.3	<b>Total Cash (H.1+ H.2)</b>	<b>3,499,000</b>	<b>3,433,648</b>	<b>-2,226,084</b>	<b>6,947,336</b>

**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)
<b>I. Revenues:</b>					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	46,778,090	46,778,090	9,435,050	20.2%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	<b>46,778,090</b>	<b>46,778,090</b>	<b>9,435,050</b>	<b>20.2%</b>
<b>J. Expenditures:</b>					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	47,287,694	47,287,694	11,032,773	23.3%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	0	0	0	
J.3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	<b>47,287,694</b>	<b>47,287,694</b>	<b>11,032,773</b>	<b>23.3%</b>
K.	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	<b>-509,604</b>	<b>-509,604</b>	<b>-1,597,723</b>	
L.	<b>Adjusted Fund Balance, Beginning</b>	<b>6,353,451</b>	<b>6,353,451</b>	<b>6,214,519</b>	
L.1	<b>Fund Balance, Ending (C. + L.2)</b>	<b>5,843,847</b>	<b>5,843,847</b>	<b>4,616,796</b>	
M.	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	12.4%	12.4%		

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

NO

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

Contract Period Settled (Specify)	Management	Academic			Classified
		Permanent	Temporary		

YYYY-YY	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
<b>a. SALARIES:</b>								
Year 1:								
Year 2:								
Year 3:								
<b>b. BENEFITS:</b>								
Year 1:								
Year 2:								
Year 3:								

\* 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.

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.)? NO

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

VII. Does the district have significant fiscal problems that must be addressed? This year? NO  
Next year? NO

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

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

**TO: Members of the Governing Board**

**SUBJECT: PROFESSIONAL SERVICES AMENDMENT TO STV/VBN  
 ARCHITECTS FOR DISTRICT FACILITIES MASTER  
 PLAN SERVICES**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Board approval is requested to amend the previously approved professional services contract agreement with STV/vbn for District Facilities Master Plan services. The original contract was approved on November 16, 2011, and since there have been four Board approved add service agreements. This fifth and final professional service amendment will include assisting the District with final updates to the draft Facilities Master Plan. The consultant will complete additional studies and facilities master plan revisions to respond to District Educational Master Plan programs mapping efforts.

The extension of the agreement term is December 18, 2013 through June 30, 2014, with an additional fee of \$53,726. This contract is for a total fee of \$1,882,631.

*Government Code: Board Policy: Estimated Fiscal Impact: Measure Q Funds \$53,726*

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

Leigh Sata  
 Executive Bonds Manager

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
 Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

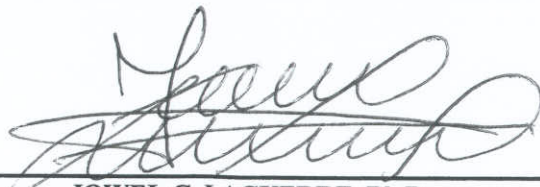
**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

December 6, 2013

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**



**JOWEL C. LAGUERRE, Ph.D.**  
 Superintendent-President

December 6, 2013

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

## **AMENDMENT TO AGREEMENT**

### **PARTIES**

This Fifth Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and STV vbn ("Consultant"), collectively the "Parties").

### **RECITALS**

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated December 18<sup>th</sup>, 2013 , for services related to District Facilities Master Plan ("Project"); and

WHEREAS, District and Consultant previously amended the Agreement on April 2013 and

WHEREAS, District and Consultant desire to amend the Agreement to provide updates and revisions to draft Facilities Master Plan documents that respond to finalized Education Master Plan.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, District and Consultant agree as follows:

### **AGREEMENT**

1. Section 3.1A is added to the Agreement to read:  
Consultant shall perform all services described in their add service proposal dated November 25, 2013. These services include:
  - Additional Education Master Plan coordination efforts
  - Additional hours towards Facilities Master Plan completion due to District extended timeline for Education Master Plan completion.
  - Updates to August 7<sup>th</sup> dated draft Facilities Master Plan documents to account for latest updates to the Education Master Plan, requiring revisions to Facilities Master Plan buildings design.
  - Attendance of meetings, committees, presentations and conference calls necessary to satisfactorily complete this outlined add service agreement scope of work. Specific number and type of meetings is outlined in the Consultant November 25, 2013 add service proposal referenced above.

The extension of the agreement term is December 18, 2013 through June 30, 2014 with an additional fee of \$53,726. With this amendment, this contract is for a total fee of \$1,882,631.

2. The term of the Agreement shall be extended until the Project has been completed, but in no event later than June 30, 2014, subject to further extension by agreement of the parties.
3. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).

4. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

IN WITNESS WHEREOF, the parties hereto have accepted and agreed to this Amendment on the dates indicated below.

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**SOLANO COMMUNITY COLLEGE  
DISTRICT**

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

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

Print Name: JOWEL C. LAGUERRE, Ph.D.

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

Print Title: Superintendent-President

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



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO: Members of the Governing Board**

**SUBJECT: FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN SOLANO COUNTY SHERIFF'S OFFICE AND SOLANO COMMUNITY COLLEGE POLICE DEPARTMENT TEMPORARY AND SPECIAL EVENT LAW ENFORCEMENT SERVICES**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

The attached amendment to our current agreement (dated July 1, 2012, "Solano County Sheriff's Office and Solano Community College Police Department Temporary and Special Event Law Enforcement Services Memorandum of Understanding") adds all classifications that may administer law enforcement and special event services for the College, including the Lieutenant and the Sheriff's Security Officer.

The overtime rates by classification are provided and/or updated in the attached Exhibit C.

Government Code: EC 72330 Board Policy: 3800 Estimated Fiscal Impact: \$

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Yulian Ligioso, Vice President  
Finance & Administration

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

707-864-7209

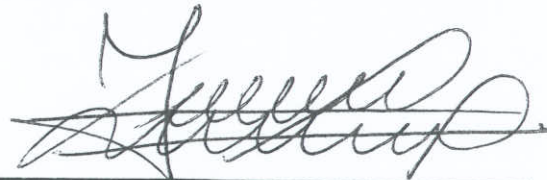
**TELEPHONE NUMBER**

Finance & Administration

**ORGANIZATION**

December 6, 2013

**DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT**



**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent-President

December 6, 2013

**DATE APPROVED BY SUPERINTENDENT-PRESIDENT**

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING  
SOLANO COUNTY SHERIFF'S OFFICE AND THE  
SOLANO COMMUNITY COLLEGE POLICE DEPARTMENT**

This First Amendment ("First Amendment") is made on December 9, 2013, between the SOLANO COUNTY SHERIFF'S OFFICE ("Sheriff") and the SOLANO COMMUNITY COLLEGE POLICE DEPARTMENT ("College").

1. Recitals

- A. The parties entered into a Memorandum of Understanding in July of 2012 (the "MOU"), in which Sheriff agreed to provide limited law enforcement security services to the College.
- B. The College now needs to adjust the personnel assigned to security services and the cost of service.
- C. The parties agree to amend the MOU as set forth below.

2. Agreement

- A. Exhibit C is amended to add the classifications of Lieutenant and Sheriff's Security Officers:

**Lieutenant**

The Lieutenant will maintain the integrity of police services provided to faculty, staff and students on the campuses of the District; Maintain adherence to existing policies and directives and monitor and promote community oriented policing standards; Manage Campus Police Department's daily operations and activities of personnel; Serve as liaison to College Administration and the Sheriff; Participate in administrative proceedings as appropriate; Service subpoenas on campus for the benefit of the District; Convey incident reports; Comply with applicable laws and regulations regarding the compilation and reporting of District crime statistics; and provide law enforcement services.

**Sheriff's Security Officers**

Sheriff's Security Officers will observe and respond to security matters on the campuses or other grounds or properties owned, operated, controlled, or administered by the College; Maintain the integrity of security services provided to faculty, staff, students and visitors on the Solano Community College's three campuses and properties; Respond to calls for service, medical assistance and security breaches in buildings.

- B. College invoice calculation is deleted in its entirety and replaced with:

College invoice will not exceed the following rates for FY2013/14:

<u>Assigned Classifications</u>	<u>Hourly Rate</u>
Lieutenant-Sheriff	\$87.34
Sergeant-Sheriff	\$83.47
Deputy-Sheriff	\$70.47
Sheriff's Security Officer	\$38.31
Patrol Vehicle	County's Mileage Rate
 Subtotal	 Sum of Salaries & Vehicle
Indirect (Insurance, Uniform, Supplies, Co. Overhd.)	5% of Subtotal
Total Solano Community College PD Invoice	Sum of Subtotal and Indirect

3. Effectiveness of Contract

Except as set forth in this First Amendment, all other terms and conditions specified in the MOU remain in full force and effect.

SOLANO COUNTY SHERIFF'S OFFICE

SOLANO COUNTY COMMUNITY COLLEGE

By \_\_\_\_\_  
Thomas A. Ferrara  
Sheriff-Coroner

By \_\_\_\_\_  
Yulian Ligioso  
Vice President of Finance and Administration



## EXHIBIT C

### Cost of Law Enforcement Services

(Salaries Adjusted Annually for Increases)  
2013 – 2014 Overtime Rates

#### **Sheriff Personnel**

The Sheriff shall invoice for Lieutenant-Sheriff, Sergeant-Sheriff, Deputy-Sheriff and Sheriff's Security Officers classifications as provided below. Additional law enforcement personnel and services from the Solano County Sheriff's Office will require a written amendment to this MOU, executed by both parties.

#### ***Lieutenant***

The Lieutenant will maintain the integrity of police services provided to faculty, staff and students on the campuses of the District; Maintain adherence to existing policies and directives and monitor and promote community oriented policing standards; Manage Campus Police Department's daily operations and activities of personnel; Serve as liaison to College Administration and the Sheriff; Participate in administrative proceedings as appropriate; Service subpoenas on campus for the benefit of the District; Convey incident reports; Comply with applicable laws and regulations regarding the compilation and reporting of District crime statistics; and provide law enforcement services.

#### ***Sergeant***

The Sergeant will be responsible for supervising the day-to-day assignments and activities of the Deputies, directing field operations, maintaining an officer-scheduling roster to record officer names and hours of service provided, supervising correctional staff assigned, etc.

#### ***Deputies***

The Solano County Sheriff's Office will provide the Solano Community College Police Department with Deputies as requested. Deputies will deliver patrol activities within the College and campus property and respond to all calls for service and requests for medical assistance. The Deputies will also complete all required incident reports associated with College law enforcement and forward copies of those reports weekly or as requested.

#### ***Sheriff's Security Officers***

Sheriff's Security Officers will observe and respond to security matters on the campuses or other grounds or properties owned, operated, controlled, or administered by the College; Maintain the integrity of security services provided to faculty, staff, students and visitors on the Solano Community College's three campuses and properties; Respond to calls for service, medical assistance and security breaches in buildings.



## **EXHIBIT C**

**(Continued)**

**College invoice will not exceed the following rates for FY2013/14:**

<b>Lieutenant-Sheriff Rate:</b>	<b>\$87.34/hr.</b>
<b>Sergeant-Sheriff Rate:</b>	<b>\$83.47/hr.</b>
<b>Deputy-Sheriff Rate:</b>	<b>\$70.47/hr.</b>
<b>Sheriff's Security Officer Rate:</b>	<b>\$38.31/hr.</b>
<b>Patrol Vehicle</b>	<b>County's Mileage Rate</b>
<b>Subtotal</b>	<b>Sum of Salaries &amp; Patrol Vehicle</b>
<b>Indirect</b> (Insurance, Uniform, supplies, Co. Ovrhd.)	<b>5% of Subtotal</b>
<b>Total Solano Community College PD Invoice</b>	<b>Sum of Subtotal and Indirect</b>

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

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

**SUBJECT:** **FACULTY ENTREPRENEURSHIP MINI-GRANTS**

**REQUESTED ACTION:** **APPROVAL**

**SUMMARY:**

The Chancellor's Office selected Solano Community College to host the statewide Small Business Sector Navigator grant which is a statewide leadership position that coordinates small business programs at the 112 community colleges across the state. Part of the Small Business Sector Navigator grant work plan included issuing a Request for Application (RFA) to fund ten \$4,200 Faculty Entrepreneurship Champion Mini-grants across the state. The competitive RFA has been completed. Board approval is requested for mini-grant agreements with the following grantees:

<u>College</u>	<u>Faculty Project Director</u>	<u>Amount</u>
El Camino College	Melissa Som de Cerff	NTE \$4,200
Merritt College	Carl Ogden	NTE \$4,200
Mira Costa College	Shannon Ilas	NTE \$4,200
Napa Valley College	Dr. Julie Powell Hall	NTE \$4,200
Norco College	Dr. Gail Zwart	NTE \$4,200
Porterville College	Kailani Knutson	NTE \$4,200
Saddleback College	Rebecca Knapp	NTE \$4,200
San Joaquin Delta College	Martha Villarreal	NTE \$4,200
Ventura College	Deborah Ann Newcomb	NTE \$4,200
West LA College	Todd Matosic	NTE \$4,200

*Government Code: 81655; SB1402 Board Policy: 3520 Estimated Fiscal Impact: Funds: \$42,000*

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

Charles Eason  
Small Business Sector Navigator

**PRESENTER'S NAME**

360 Campus Lane, Suite 200  
Fairfield, CA 94534

**ADDRESS**

707-863-7846

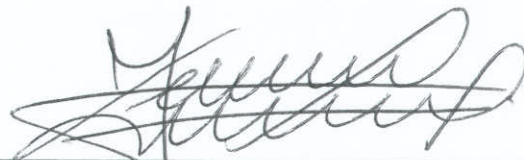
**TELEPHONE NUMBER**

Academic and Student Affairs

**ORGANIZATION**

December 6, 2013

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent-President

December 6, 2013

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**GRANT SUB-AGREEMENT BETWEEN  
SOLANO COMMUNITY COLLEGE DISTRICT  
AND  
El Camino Community College District**

This Grant Sub-Agreement (hereinafter "**Agreement**") is entered into between Solano Community College District (hereinafter "**SCCD**") and El Camino Community College District (hereinafter "**SUBCONTRACTOR**").

WHEREAS, SCCD was awarded a "Small Business Sector Navigator" Grant #13- 151-010 (hereinafter "**Grant**"), from the California Community Colleges Chancellor's Office, Division of Workforce and Economic Development, to disseminate funds to community colleges to implement the "Faculty Entrepreneurship Champion Mini-grant Project" (hereinafter "**Project**"), for faculty sponsored projects related to small business and entrepreneurship per the Request for Applications (RFA) issued November 8, 2013.

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of the Grant, and

WHEREAS, **SCCD** has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees,

NOW, THEREFORE the **SCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

**ARTICLE I**

1. Statement of Work

To provide **PROJECT** services per the **SUBCONTRACTOR**'s approved RFA work plan proposal by compensating faculty and the college for the creation of courses, certificates, associate degrees and/or programs that will advance and blend Entrepreneurship Education and Career Technical Education programs.

2. Period of Performance

The period of performance for this Agreement shall be from December 19, 2013 through June 30, 2014.

3. Total Cost

The total cost to **SCCD** for performance of this Agreement shall not exceed Four Thousand, Two Hundred Dollars (\$4,200). **SUBCONTRACTOR** shall submit a quarterly invoice of expenditures for reimbursement to **SCCD**.

4. Reporting

**SUBCONTRACTOR** is responsible for completion and submission of a Final Summary Report using the template provided in Exhibit A on or before by July 15, 2014.

5. Expenditure of Grant Funds.

**SUBCONTRACTOR** agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

6. Record Keeping

**SUBCONTRACTOR** agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

7. Audit

**SUBCONTRACTOR** agrees that **SCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. **SUBCONTRACTOR** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, **SUBCONTRACTOR** agrees to include a similar right of **SCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

8. Mutual Indemnification

Both parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

9. Notices

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

Charles Eason  
Small Business Sector Navigator  
Solano Community College  
360 Campus Lane, Suite 200  
Fairfield, CA 94534  
(707) 863-7846  
[charles.eason@solano.edu](mailto:charles.eason@solano.edu)

Melissa R Som de Cerff  
El Camino Community College District  
16007 Crenshaw Boulevard  
Torrance, CA 90506-0001  
(562) 708-2621  
[MSomdecerff@elcamino.edu](mailto:MSomdecerff@elcamino.edu)



**ARTICLE II**

1. Legal Terms and Conditions

Both **SCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Request for Proposal and two subsequent responses to Requests for Information. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes.

This Agreement represents the entire understanding between **SCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

Solano Community College District

El Camino Community College District

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

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

Name: Jowel C. Laguerre, Ph.D.

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

Title: Superintendent/President

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

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

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

**Exhibit A. 2013-14 Faculty Entrepreneurship Champion Mini-Grant Final Report Template**

**Submit by email, no later than July 15, 2014 to [charles.eason@solano.edu](mailto:charles.eason@solano.edu)**

College: \_\_\_\_\_

**Measurable Outcomes – Curriculum**

A. Use the tables below to list individual classes and or programs you have developed in accordance with your Workplan and which have been approved by your curriculum committee and your board.

New course title(s) and discipline/number(s)	Units	Any unique aspects of courses (for example, placed in Gen Ed requirements for AA)

Attach verification of completion (such as a copy of board minutes listing approval).

Revised course title(s) and discipline/number(s)	Units	Any unique aspects of courses (for ex. Placed in Gen Ed requirements for AA)

Attach verification of completion (such as a copy of board minutes listing approval).

Program(s)	Total units	List of required courses: title, course discipline and number, and units

Attach verification of completion (such as a copy of board minutes listing approval).

**Measurable Outcomes – Non-Curriculum Related Activities**

B. Use the table below to list activities you have developed in accordance with your Workplan and which have been completed.

Activity	Workplan Objective #	Outcome(s)

Attach evidence such as, but not limited to; summary of conference experiences (limit to 75 words or less), meeting minutes, workshop agendas, or competition announcements.

Sub-agreement between SCCD and Solano Community College

C. List anecdotal information regarding the success of your efforts (for example – enrollments, campus support, community participation, or increased visibility of program).

D. Are there any extenuating circumstances that prevented you from completing all objectives and activities identified on your workplan?

E. Describe your three greatest challenges in the development of the above courses, programs, and or activities:

- 1.
- 2.
- 3.

F. Describe your three greatest successes in the development of the above courses, programs, and or activities:

- 1.
- 2.
- 3.

Anything else you wish to add?

Faculty Champion, mini-grant recipient: \_\_\_\_\_ Date: \_\_\_\_\_

AGENDA ITEM 8.(j)  
MEETING DATE December 18, 2013

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

**TO: Members of the Governing Board**

**SUBJECT: THE CHILDREN'S NETWORK OF SOLANO COUNTY  
CONTRACT**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

The attached contract will allow county childcare workers to meet with a Solano Community College Counselor for education planning. Their education is supported by Solano CARES Plus, which seeks to improve child development professionals for coursework leading to advance degrees. The contract runs through June 30, 2014, and will provide up to \$10,650.00 for counseling services.

*Government Code:* *Board Policy:* *Estimated Fiscal Impact: \$10,650.00*  
***BOT 2013-2014 Goals: Access and Success***

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

Barbara Pavão, Interim Dean  
Counseling

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7256

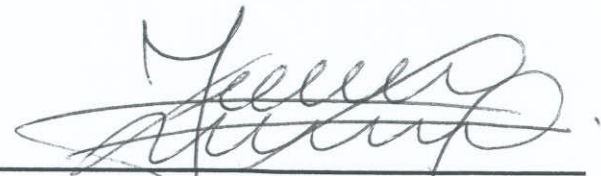
**TELEPHONE NUMBER**

Academic and Student Affairs

**ORGANIZATION**

December 6, 2013

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent-President

December 6, 2013

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

# Children's Network

*of Solano County*

This agreement is entered into as of October 1, 2013, by and between The Children's Network of Solano County, herein referred to as the "Agency" and Solano Community College, herein referred to as the "Independent Contractor".

Solano CARES Plus is funded by First 5 Solano and being implemented by the Agency. A component of this program reimburses Early Childhood Education and Child Development professionals for coursework completed leading to AA, BA and MA degrees.

## **I. Scope of Work**

The Independent Contractor shall support the implementation of the Solano CARES Plus program by hiring a General Education Counselor to support participants' pathways to degree completion and/or matriculation to a 4 year college. Specifically:

1. The counselor will be available for 75 CARES Plus participants for 2 hours each over the term of this contract.
2. The counselor will be available at mutually agreed upon times, to include:
  - a. Monday through Thursday at all 3 campuses of Solano Community College; Fairfield, Vacaville and Vallejo;
  - b. Late afternoon and evening hours to accommodate participant schedules, as they are working professionals.
  - c. Upon agreement as to location and time, a schedule of availability will be developed for use by Solano CARES Plus participants and Agency staff.
3. The counselor will be in close communication with Agency staff to ensure that individuals seeking counseling through this contract are participants in the CARES Plus program.
4. The counselor will maintain records of counseling sessions with eligible participants for assessment purposes by Solano CARES Plus staff and for billing documentation purposes.

## **II. Duration and Compensation**

The scope of work will be accomplished by no later than June 30, 2014. Payment to the Independent Contractor will be at the rate of \$71.00 per hour, not to exceed 150 hours, or \$10,650.00 total. Funds will be paid to the Independent Contractor on a monthly basis upon submission of an itemized invoice listing participants served to the Agency.

## **III. Modification, Extension and Termination**

This agreement may be modified only by a written amendment signed by both parties. The Agency or the Independent Contractor may terminate this agreement, at any time, with good cause upon twenty (20) days written notice one to the other.

Following termination, the Independent Contractor shall be reimbursed for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this agreement.

## **IV. Indemnification**

The Independent Contractor will indemnify, hold harmless and assume the defense of, the Agency, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from the Independent Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, the Independent Contractor, excepting the sole negligence or willful misconduct of the Agency. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the Independent Contractor's services, as well as

during the progress of rendering such services. This indemnification clause shall apply to all damages or claims for damages suffered by the Independent Contractor's operations under this contract regardless if any insurance is applicable or not.

**V. Confidentiality**

The Independent Contractor will not at any time disclose or use, either during or subsequent to the performance of the contract, any information, knowledge or data which was learned during the performance of the contract which is considered confidential by The Agency. Such information, knowledge or data may consist of the following which is by example only: accounting or financial data, salary data, marketing data, business plans and strategies, negotiations and contracts, customer or vendor lists and the identities of or personal information regarding any of the clients which Agency serves.

Further this agreement shall be binding upon the successors, heirs, assigns and personal representatives of the Independent Contractor, and shall be for the benefit of the successors and assigns of the Agency. In the event that a dispute arises concerning this agreement and a lawsuit is filed, the prevailing party shall be entitled to a reasonable attorney's fees and costs.

**VI. Conflict of Interest**

The Independent Contractor warrants that it or its employees or their immediate families have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this agreement. The Independent Contractor agrees that no person having any such interest shall be employed or retained by the Independent Contractor while rendering services under this agreement. Services rendered by the Independent Contractor's associates or employees shall not relieve the Independent Contractor from personal responsibility under this clause. This clause shall not be construed to limit in any way the Independent Contractor's right to engage in contract work for other organizations that will benefit the Agency.

In Witness whereof, the Agency and the Independent Contractor have executed this agreement as of the date first written above.

BY: \_\_\_\_\_ SSN/EIN: \_\_\_\_\_

Print name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Agency Director

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: REQUEST FOR APPROVAL OF CURRICULUM ACTIONS  
AS SUBMITTED BY THE CURRICULUM COMMITTEE, A  
SUBCOMMITTEE OF THE ACADEMIC SENATE

REQUESTED ACTION: APPROVAL

SUMMARY:

During fall 2013, in the months of October and November, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

Government Code Title V, Chapter 6, Subchapter 2, §55100 Board Policy: 6100  
Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Diane White, Interim Vice President  
Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

(707) 864-7102

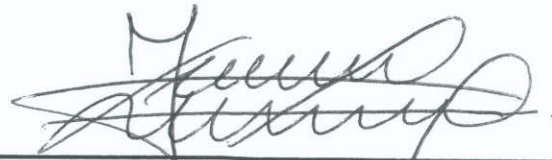
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

December 6, 2013

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



JOWEL C. LAGUERRE, Ph.D.  
Superintendent-President

December 6, 2013

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

## SOLANO COMMUNITY COLLEGE

### REQUEST FOR APPROVAL OF CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the fall 2013, in the months of October and November, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by the California Community Colleges Systems Office.

#### **NEW COURSES**

(CP13-223) PSYC 007 Cross-Cultural Psychology  
(CP13-234) PLSC 003 Introduction to International Politics

#### **COURSE MODIFICATIONS**

(CP13-198) ANTH 001 Physical Anthropology - Add online, update textbooks  
(CP13-224) ANTH 007 Archaeology – Title, Transfer status, Description, Objectives, Assessments, Assignments, Content, Textbooks  
(CP13-225) BIO 099 Biology Honors: Dissection – Change to Open Entry/Open Exit  
(CP13-236) CDFS 065 Early Childhood Education Practicum I – Prerequisite, Textbooks  
(CP13-226) COMM 002 Fundamentals of Persuasive Speaking – Description, Assessments, Content, Textbooks  
(CP13-227) COMM 066 Argumentation and Debate – Description, Assessments, Content, Textbooks  
(CP13-228) COUN 101 Orientation for College Success – Add DE, Advisory, Description, Objectives, Assessments, Assignments, Content, Textbooks  
(CP13-221) ECON 001 Principles of Economics (Macroeconomics) – Method of Instruction, Advisory, Prerequisites, Description, Objectives, Assessments, Content  
(CP13-222) ECON 002 Principles of Economics (Microeconomics) – Method of Instruction, Advisory, Prerequisites, Description, Objectives, Assessments, Content  
(CP13-213) GEOG 001 Physical Geography – Description, Objectives, Content, Textbooks  
(CP13-214) GEOG 001L Physical Geography Laboratory – Description, Objectives, Content, Textbooks  
(CP13-215) GEOG 002 Cultural Geography – Description, Objectives, Content, Textbooks  
(CP13-216) GEOG 004 World Geography – Description, Objectives, Content, Textbooks  
(CP13-217) GEOG 006 World Geography – Description, Objectives, Content, Textbooks  
(CP13-218) GEOG 010 Introduction to Geographic Information Systems – Description, Objectives, Content, Textbooks  
(CP13-219) GEOL 001 Physical Geology – Description, Objectives, Content, Textbooks  
(CP13-220) GEOL 010 Introduction to Geographic Information Systems  
(CP13-229) HIST 010 California History – Add DE  
(CP13-237) HIST 017 History of the United States to 1877 - Title  
(CP13-186) INTD 071 Textiles, Materials, and Finishes – Number, Title, Contact Hours, Transfer, Prerequisite, Methods of Instruction, Description, Objectives, Assessments, Assignments, Content, Textbooks  
(CP13-187) INTD 073 History of Western Interiors and Architecture – Number, Title, Transfer, Advisory, Prerequisite, Description, Objectives, Assessments, Assignments, Content, Textbooks  
(CP13-188) INTD 075 Professional Practices for Interior Designers – Number, Title Transfer, Advisory, Prerequisite, Description, Objectives, Assessments, Assignments, Content, Textbooks  
(CP13-238) KINE 004F Beginning Hip-Hop Dance – Objectives  
(CP13-239) KINE 006E Fundamentals of Yoga – Number, Objectives, Textbooks  
(CP13-240) KINE 007F Beginning Archery – Number, Objectives, Textbooks  
(CP13-241) KINE 057 Introduction to Sports Psychology – Name, Methods of Instruction, Objectives, Assessments, Assignments, Content, Textbooks



(CP13-202) PHOT 056 Photojournalism & Documentary Photography – Description, Objectives, Content

(CP13-205) OT 056 Business Grammar and Proof Reading – Title, Units, Lab, Methods of Instruction, Prerequisite, Description, Objectives, Assessments, Assignments, Content, Textbooks

(CP13-206) OT 063 Introduction to ICD-CM Coding – Title, Prerequisites, Assessments, Textbooks

(CP13-207) OT 064 Intermediate ICD-CM Coding – Title Prerequisites, Assessments, Content, Textbooks

(CP13-208) OT 100 Work Readiness – Units, Assessments, Textbooks

(CP13-209) OT 162 Ten-Key – Drop Lab Hours, Methods of Instruction, Assessments, Textbooks

## **NEW/REVISED CREDIT PROGRAMS OR CERTIFICATE PROGRAMS**

(CP13-263) Kinesiology A.A.-T – New Program

(CP13-210) Physics A.S.- T – New Program

(CP13-230) Psychology AA Degree – Program Modification

(CP13-231) Psychology AA-T Degree – New Program

## **MAJOR DELETIONS**

(CP13-199) CIS 102 Fast Track Microsoft Word - Course Deletion

(CP13-200) CIS 105 Fast Track Excel - Course Deletion

(CP13-201) CIS 106 Fast Track Computer Literacy – Course Deletion

(CP13-203) OT 054 Beginning Keyboarding – Course Deletion

(CP13-204) OT 055 Intermediate Keyboarding/Word Processing – Course Deletion

(CP13-211) Office Technology – Legal Specialist (AA degree) – Program Deletion

(CP13-212) Office Technology – Legal Specialist (Certificate) - Program Deletion

(CP13-232) Fine Arts – Program Deletion

## **Course Deletion Identified by Reviewing SLO Archive**

Solano Community College Curriculum Committee

2013 – 14 Resolution 1: Course Deletions Identified by Reviewing the SLO Archive

Submitted by Joseph Conrad, Chair

Whereas over three hundred courses are listed in the SLO archive;

Whereas many of these courses have not been offered in years and there are no plans to offer them;

Whereas consultation with all faculty and deans revealed that many of these courses should be deleted from the catalog;

Whereas these deletions will also necessitate corresponding catalog changes in various programs;

Be it resolved that the following courses be deleted from the catalog;

Be it also resolved that necessary changes be made to programs in the catalog that result from these deletions. A detailed list of such changes will be submitted to the committee at the first meeting of 2014. (Note that additional paperwork may be needed by the Chancellor's Office for some program changes.)

AERO 060	Basic Aeronautical Science
AERO 062	Aircraft Production Processes
AERO 064	Basic Aircraft Hydraulic & Pneumatic Systems
AERO 066	Basic Aircraft Electrical Systems
AERO 170	Working with Composite Materials
BIF 150	Principles of Bank Operations
BUS 119	Project Management
BUS 191	Investment Fundamentals
BUS 201	Starting and Managing a Small Business
BUS 202	Financing a Small Bus
BUS 203	Business Financial Management
BUS 204	Managing Credit and Collections
BUS 205	Business Budgeting
BUS 206	Planning for Sales and Profit
BUS 207	Recruiting and Selecting Employees
BUS 209	Establishing a Home-Based Business
BUS 210	Record Keeping for Small Business
BUS 211	Marketing-Advertising
BUS 212	Risk Management and Insurance
CHEM 097	Special Projects
CIS 100	Fast Track Introduction to Computers
CIS 101	Fast Track Windows
CIS 103	Fast Track Internet
CIS 104	Fast Track PowerPoint
CIS 107	Fast Track Outlook
CIS 109	Fast Track Quicken for Windows
CIS 178	Fast Track Access
COUN 60	Strategies for Re-Entry Success
COUN 61	Math Without Fear
COUN 103	Disability and Success
COUN 104	Wellness and Maintaining Good Health
COUN 148E	Transition to College for Students with Disabilities
COUN 301	Career Awareness and Disability Success
COUN 302	Adaptive Personal Development Life Skills
COUN 303	Life Skills for Health
CJ 055	Traffic Control
DRFT 070	Technical Illustration and Design
DRFT 135	Structural & Detail Drafting
DRFT 150	Computer Graphics for Non-Drafters
ESL 100	Health Professionals: Exploring Career Goals in Health Care
ESL 101	Health Professionals: Communicating with Patients and Families
FIRE113A	Wildland Firefighter Academy
FIRE113B	Fire Tech Academy
FIRE114A	Fire Service Driver/Oper 1A
FIRE114B	Fire Apparatus Driver/Oper 1B
FIRE115	Hazardous Waste Operations
FIRE116	Hazardous Substance Management

FIRE117	Confined Space Awareness
FIRE118	Confined Space Rescue
FIRE119	Trench Rescue
FIRE123	Fire Service Principles and Procedures I
FIRE124	Fire Service Principles and Procedures II
FIRE125	Fire Service Principles and Procedures III
FIRE126	Fire Service Principles and Procedures IV
FIRE127	Fire Service Principles and Procedures V
FIRE129	Fire Control I
FIRE130	Fire Control II
FIRE131	Fire Control III
FIRE134	Prevention IA
FIRE135	Prevention IB Inspection
FIRE136	Prevention 1C
FIRE145	Fire Investigation I
FIRE146	Fire Investigation II
FIRE147A	Pre Fire Fuel Management
FIRE147B	Fire Operations in the Wildland Urban Interface
FIRE150	Fire Command IA
FIRE151	Fire Command IB
FIRE152	Fire Management 2C
FIRE153	Rescue Systems I
FIRE154	Strike Team Leader (S-334)
FIRE155	Basic ICS (I-200)
FIRE161	Fire Management I
FIRE165	Management 2A Organization and Development
FIRE166	Management 2B Finance
FIRE168	Management 2D Master Planning
FIRE169	Management 2E Concepts
FIRE170	Fire Service Instructor IA
FIRE171	Fire Service Instructor IB
FIRE174	Prevention 2A Systems and Building Components
FIRE176	Prevention 2C Special Hazard Occupancies
FIRE177	Investigation 2A Criminal & Legal Procedures
FIRE180	Public Education I
FIRE185	Fire Command 2A Command Tactics at Major Fires
FIRE186	Command 2B Command of Major HAZ-MAT Incidents
FIRE187	Fire Command 2C High Rise Emergencies
FIRE188	Command 2D Disaster Planning
FIRE189	Fire Command 2E
FIRE190	Emergency Response to Terrorism
FIRE196	Prevention 2B Interpreting Codes
FIRE250	Logistics Section Chief-I450
FIRE251	Supply Unit Leader
HIST 030	History of Mexico
INTD 52	Drafting & Perspective Drawing for Interiors
LR 012	Information and Society
LR 500	Topics in Research and Information Competency
LS 102	Learning Skills Strategies
LS 301B	Reading Strategies
LS 301C	Writing Strategies
LS 306A	Spelling Strategies

LS 306B	Spelling Strategies
LS 307	Reading for Life Skills
LS 308	Math for Life Skills
LS 312	Computer Tools for Accessibility
LS 313	Assistive Computer Technology I
LS 315	Assistive Computer Technology II
LS 348D	Adaptive Basic Computer Skills
LS 350	Learning Skills Assessment
NURS 100	Exploring Health Occupations
NURS 102	Nursing Work-Study
MT 201	Introduction to the Wind Industry
MT 202	OSHA Required Safety for the Wind Industry
MT 203	CPR, First Aid, and Safety in the Wind Park
MT 204	Electrical Measuring Equipment for Wind Turbines
MT 205	Direct Current for Wind Turbines
MT 206	Alternating Current for Wind Turbines
MT 207	High Power Systems for Wind Turbines
MT 208	Electronics for Wind Turbines
MT 209	Electromechanical Systems for Wind Turbines
MT 210	PLC's and Transformers for Wind Turbines
MT 211	Wind Turbine Maintenance Practices
MT 212	Wind Turbine Airfoils and Composites
MT 213	Wind Turbine Operations
MGMT 184	Small Business Management and Planning
MGMT 186	Small Business Marketing
MGMT 188	Computers in Small Business
MGMT 194	Personal Finance
MKT 170	Advertising
MATH 018	Exploring Math and Science Teaching
MUSC037	Elementary Organ
MUSC046	Instrumental Conducting
MUSC047	Choral Conducting
PSYC 024	Psychology of African Americans
THEA 004	Stage Movement
THEA 007	Directing
THEA 030	Voice and Speech for the Actor
WELD 174	Welding Equipment Operation
WELD 176	Shielded Metal Arc Certification
WELD 177	Wire Welding Certification

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

**TO: Members of the Governing Board**

**SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN BAY  
AREA CLEAN WATER AGENCIES AND SOLANO  
COMMUNITY COLLEGE DISTRICT**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

An agreement between Solano Community College District and BACWA for special educational services is being presented to the Governing Board for approval.

SCCD will provide credit classes, WATER 100, WATER 103, WATER 104 (2 classes), WATER 107, WATER 120, and WATER 121, for up to 30 students per class, for BACWA member organizations.

The District will develop, coordinate, deliver, and evaluate the training. Instruction/training will be delivered at various BACWA agency sites. Classes will begin in January 2014.

The client fee for each 3 or 4 credit hour course is \$15,500, and the client fee for each 2 or 2 ½ credit hour class is \$13,500. This contract is for \$89,000, contingent upon availability of funds collected from sponsoring agencies. The TAACCCT grant will pay the remaining \$15,500 cost of the Spring 2014 semester for a total semester cost of \$104,500.

A copy of the Agreement is available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce Training and Grants Management. Approval is requested at this time.

*Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$89,000 revenue  
CEO 2013-14 Goal: #5*

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

Deborah Mann, Director  
Workforce Training and Grants Management

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7195

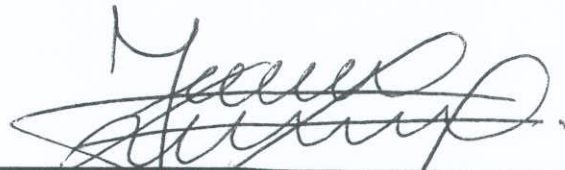
**TELEPHONE NUMBER**

Academic and Student Affairs

**ORGANIZATION**

December 6, 2013

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent-President

December 6, 2013

**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 seven credit classes, WATER 100, Wastewater Treatment I; WATER 103, Biological Principles of Water & Wastewater; WATER 104, Water Treatment I, (2 classes); WATER 107, Mathematics for Water & Wastewater; WATER 120, Distribution Systems Maintenance, and WATER 121, Collections Systems Maintenance, for up to 30 students per class, for BACWA member organizations.
- B. The District will develop, coordinate, deliver, and evaluate the training. Instruction/training will be delivered at various BACWA sites, to be determined. Classes will begin in January 2014, exact dates to be determined. Additional training can be scheduled as needed with an addendum to this contract.
- C. The District will maintain the BACWWE (Bay Area Consortium for Water & Wastewater Education) website.
- D. BACWA will recruit, identify and select all trainees who will participate in training.
- E. The fee for each 3 or 4 credit hour class is fifteen thousand five hundred dollars (\$15,500). The Trade Adjustment Assistance, Community College Career Training Initiative grant (TAACCCT) will subsidize one of the Water 104 classes, for a total of \$15,500.00. The fee for each 2 or 2 ½ credit hour class is thirteen thousand five hundred dollars (\$13,500). The cost is inclusive of all instruction and teaching/ training materials. Students in these classes will be identified as TAACCCT students and will continue into an accelerated cohort, which is a primary TAACCCT goal.
- F. BACWA will compensate the District for all services rendered and expenses at a rate of eighty nine thousand dollars (\$89,000), contingent upon availability of funds collected from sponsoring agencies. The TAACCCT will pay the remaining \$15,500 cost of the spring 2014 semester for a total semester cost of \$104,500. The cost is inclusive of all instruction and teaching/ training materials.
- G. 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.
- H. This contract may be terminated by either party with notice of ten (10) business days.
- I. **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.

- J. 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.
  
- K. 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.
  
- L. 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's non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.

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Mike Connor  
BACWA Executive Board Chair  
375 11<sup>th</sup> Street  
Oakland, CA

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Jowel C. Laguerre, Ph.D.  
Superintendent-President  
Solano Community College District  
Fairfield, CA

Date \_\_\_\_\_

Date \_\_\_\_\_

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

**TO: Members of the Governing Board**

**SUBJECT: CLINICAL EXPERIENCE AGREEMENT BETWEEN  
SOLANO COMMUNITY COLLEGE DISTRICT AND  
SOLANO DIALYSIS ACCESS CENTER, VALLEJO,  
CALIFORNIA**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

A new clinical experience agreement between Solano Community College District and Solano Dialysis Access Center, Vallejo, is being presented for review and approval by the Governing Board. The approval of this contract benefits the nursing program at Solano Community College by providing its nursing students with an acute care hospital in which to practice.

The CCR for the Board of Registered Nursing, Section 1427 requires "A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities." These agreements must be current, reviewed periodically, and revised, as indicated.

A copy of the Agreement is available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of the Department of State Hospitals-Vacaville, located within the Correctional Medical Facility, Vacaville.

Approval is requested at this time.

*Government Code: CCR 1427      Board Policy: 3520      Estimated Fiscal Impact: \$ N/A*  
**BOT 2013-14 Goals: #3**

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

Maurice McKinnon, Ed.D., Interim Dean  
School of Health Sciences

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7108

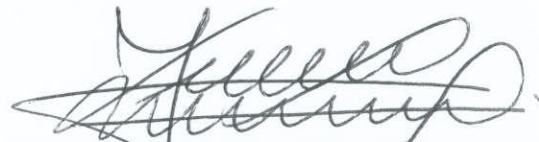
**TELEPHONE NUMBER**

Academic and Student Affairs

**ORGANIZATION**

December 6, 2013

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

  
**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent-President

December 6, 2013

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



## CLINICAL EXPERIENCE AGREEMENT

This Agreement is between Solano Dialysis Access Center (hereinafter known as *HOSPITAL*) located at 127 Hospital Drive, Suite 102, Vallejo, CA 94589 and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Suisun, California 94534-3197** and is effective as of

### RECITALS

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

Now, therefore, the parties agree as follows:

### 1. GENERAL INFORMATION

- A. Both parties before the beginning of the training shall agree upon the period of time for each student's clinical experience.
- B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.

### 2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *HOSPITAL* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number prior to the beginning of the planned clinical experience
- B. Schedule of Assignments. *SCHOOL* shall notify the *HOSPITAL* of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.

- C. Program Coordinator. *SCHOOL* shall designate a faculty member to coordinate with a designee of *HOSPITAL* in the planning of the Program to be provided students.
- D. Records. *SCHOOL* shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. *SCHOOL* shall enforce rules and regulations governing the students that are mutually agreed upon by *SCHOOL* and *HOSPITAL*.
- F. Supervision. *SCHOOL* shall supervise all instruction and clinical experiences for students given at the *HOSPITAL*.
- G. Health Policy. *SCHOOL* shall provide *HOSPITAL*, prior to a student's arrival at the *HOSPITAL*, with proof of immunity consistent with *HOSPITAL* employee health policy and notify the *HOSPITAL* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *HOSPITAL* would be placed at risk if treated by a particular student, *HOSPITAL* reserves the right to refuse to allow such student to participate in the clinical experience at *HOSPITAL*.
- H. Student Responsibilities. *SCHOOL* shall notify the students that they are responsible for:
  - 1) Following the clinical and administrative policies, procedures, rules and regulations of *HOSPITAL*.
  - 2) Arranging for their own transportation and living arrangements when not provided by *SCHOOL*.
  - 3) Arranging for and assuming the cost of their own health insurance.
  - 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
  - 5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.
  - 6) Following dress code of the *HOSPITAL* and wearing name badges identifying themselves as students.

- 7) Attending an orientation of *HOSPITAL* facilities provided by their instructors. Precepted students shall receive an orientation from the *HOSPITAL*.
- 8) Providing services to the *HOSPITAL*'s patients under the direct supervision of a faculty provided by *SCHOOL* or *HOSPITAL*-provided preceptors.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *HOSPITAL* harmless from all liability and responsibilities therefore.

### 3. HOSPITAL'S RESPONSIBILITIES

- A. Clinical Experience. *HOSPITAL* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- B. HOSPITAL Designee. *HOSPITAL* shall designate a member of *HOSPITAL*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program.
- C. Access to Facilities. *HOSPITAL* shall permit students enrolled in the Program access to *HOSPITAL* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *HOSPITAL*. Facilities include space for clinical conferences and access to *HOSPITAL*'s Medical Library (if available).
- D. Withdrawal of Students. *HOSPITAL* may request *SCHOOL* to withdraw from the Program any student who *HOSPITAL* determines is not performing satisfactorily, or who refuses to follow *HOSPITAL*'s administrative policies, procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why *HOSPITAL* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *HOSPITAL* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.
- E. Emergency Health Care/First Aid. *HOSPITAL* shall, on any day when student is receiving training at its Facilities, provide to students necessary emergency health care or first aid for accidents occurring in its Facilities. Except as provided regarding such emergencies, *HOSPITAL* shall have no obligation to furnish medical or surgical care to any student. Students will

be financially responsible for all such care rendered in the same manner as any other patient.

- F. Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the *HOSPITAL*.
- G. Supervision. In situations of single preceptorships/internships, *HOSPITAL* shall assume daily supervision of student.

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

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

#### **5. STATUS OF SCHOOL AND HOSPITAL**

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

#### **6. INDEMNIFICATION**

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

#### **7. INSURANCE**

- A. The *SCHOOL* shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and *HOSPITAL* against liability arising from or incident to the use and operation of the *HOSPITAL* by the *SCHOOL*'s students and naming *HOSPITAL* as an additional insured.

- B. Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.
- C. The *SCHOOL* shall also maintain and provide evidence of workers' compensation and disability coverage as required by law.
- D. The *SCHOOL* shall provide *HOSPITAL* with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the *HOSPITAL* of the cancellation of such insurance. The *SCHOOL* shall promptly notify the *HOSPITAL* of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

## 8. TERM AND TERMINATION

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

## 9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the *HOSPITAL*:

Kathryn Taylor, RN, BSN, MSN  
Central Manager  
Solano Dialysis Access Center  
127 Hospital Drive, Suite 102  
Vallejo, CA 94589

Telephone: (707) 643-9010  
Fax: (707) 643-9011

2. Notice to the *SCHOOL*

Dr. Maurice McKinnon, Ed.D, MA, RN  
Interim Dean, School of Health Sciences  
Solano Community College  
4000 Suisun Valley Road  
Suisun, California 94585-3197

Telephone (707) 864-7108  
FAX (707) 646-2062  
Maurice.mckinnon@solano.edu

- J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- M. Compliance with Law and Regulatory Agencies. *HOSPITAL* and *SCHOOL* shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *HOSPITAL*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from *HOSPITAL*. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. *SCHOOL* shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations, bylaws and rules and regulations, and policies and procedures of *HOSPITAL*, its Medical Staff and Medical Staff departments.

**10. EXECUTION**

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

**HOSPITAL**

**SCHOOL**

**Solano Community College**

By:

By:

Title:

Title:

Date:

Date:



AGENDA ITEM 8.(n)  
MEETING DATE December 18, 2013

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

**TO: Members of the Governing Board**

**SUBJECT: CLINICAL EXPERIENCE AGREEMENT BETWEEN  
SOLANO COMMUNITY COLLEGE DISTRICT AND  
VACAVILLE CONVALESCENT AND REHABILITATION  
CENTER, VACAVILLE, CALIFORNIA**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

A new clinical experience agreement between Solano Community College District and Vacaville Convalescent and Rehabilitation Center, Vacaville, is being presented for review and approval by the Governing Board. The approval of this contract benefits the nursing program at Solano Community College by providing CNA or HHA students with a skilled care facility in which to practice.

The CCR for the Board of Registered Nursing, Section 1427 requires "A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities." These agreements must be current, reviewed periodically, and revised, as indicated.

A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of the Department of State Hospitals-Vacaville, located within the Correctional Medical Facility, Vacaville.

It is our recommendation that the Governing Board approve the Agreement as attached

<i>Government Code: CCR 1427</i>	<i>Board Policy: Estimated Fiscal Impact: None</i>
<i>BOT 2013-14 Goal: Access and Success</i>	<i>3520</i>

**SUPERINTENDENT'S RECOMMENDATION:**

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

Maurice McKinnon, Ed.D., MA, RN, Interim Dean  
School of Health Sciences

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7108

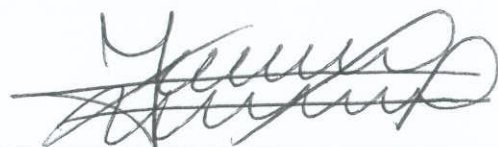
**TELEPHONE NUMBER**

School of Health Sciences

**ORGANIZATION**

November 19, 2013

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent-President

December 18, 2013

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **Vacaville Convalescent and Rehabilitation Center** (hereinafter known as *HEALTH CENTER*) located at **585 Nut Tree Road, Vacaville, California 95687**, and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of July 1, 2013.

### RECITALS

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

Now, therefore, the parties agree as follows:

### 1. GENERAL INFORMATION

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

## 2. SCHOOL'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

## 6. INDEMNIFICATION

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

## 7. INSURANCE

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

## 8. TERM AND TERMINATION

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

## 9. GENERAL PROVISIONS

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

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

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

1. Notice to the *HEALTH CENTER*:

Joe Nicoli  
Administrator  
Vacaville Convalescent and Rehabilitation  
585 Nut Tree Court  
Vacaville, CA 95687

Telephone: (707) 432-1201  
Fax: (707) 426-1130



2. Notice to the *SCHOOL*

Maurice McKinnon, Ed.D., RN  
Interim Dean, Health Sciences  
Solano Community College  
4000 Suisun Valley Road  
Fairfield, California 94534-3197

Telephone: (707)864-7108  
FAX: (707)646-2062  
Maurice.mckinnon@solano.edu

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

**10. EXECUTION**

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

**HEALTH CENTER**

**Vacaville Convalescent and  
Rehabilitation Center**

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

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

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

**SCHOOL**

**Solano Community College**

By: \_\_\_\_\_  
Jowel C. Laguerre, Ph.D.

Title: \_\_\_\_\_  
Superintendent/President

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

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** CLINICAL EXPERIENCE AGREEMENT BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT AND THE DEPARTMENT OF STATE HOSPITALS—VACAVILLE, VACAVILLE, CALIFORNIA  
**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

A renewal of the clinical experience agreement between Solano Community College District and The Department of State Hospitals-Vacaville, located within the Correctional Medical Facility, Vacaville, is being presented for review and approval by the Governing Board. The approval of this contract benefits the nursing program at Solano Community College by providing students with an mental health and acute care facility in which to practice.

The CCR for the Board of Registered Nursing, Section 1427 requires “A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities.” These agreements must be current, reviewed periodically, and revised, as indicated.

A copy of the Agreement is available in the Office of the Superintendent-President, the Office of the Dean of the School of Health Sciences, and in the offices of the Department of State Hospitals-Vacaville, located within the Correctional Medical Facility, Vacaville.

Approval is requested at this time.

*Government Code: CCR 1427 Board Policy: 3520 Estimated Fiscal Impact: None  
BOT 2013-14 Goal: Access and Success*

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

Maurice McKinnon, Ed.D., Interim Dean  
School of Health Sciences

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7108

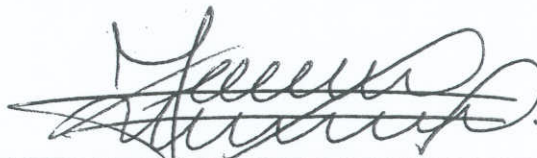
**TELEPHONE NUMBER**

Academic and Student Affairs

**ORGANIZATION**

December 6, 2013

**DATE SUBMITTED TO**



JOWEL C. LAGUERRE, Ph.D.  
Superintendent-President

December 6, 2013

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## CLINICAL EXPERIENCE AGREEMENT

This Agreement is between the **Department of State Hospitals-Vacaville** (hereafter known as *DSH-V*) located within the **Correctional Medical Facility**. The mailing address is **PO Box 2297, Vacaville, California 95696-2297**. The physical address is at **1600 California Drive in Vacaville, California, and Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of **December 1, 2013**.

### RECITALS

- A. *DSH-V* owns and operates a Psychiatric Facility within the Correctional Medical Facility in Vacaville (collectively referred to as "Facilities").
- B. *SCHOOL* owns and operates an **Associate Degree Nursing Program (ADN)** which is accredited by the **California Board of Registered Nursing**. *SCHOOL* desires its students to obtain practical experience at *DSH-V*'s Facilities through participation in a clinical program for its **Registered Nursing** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL*'s Program use such Facilities for their clinical experience.

Now, therefore, the parties agree as follows:

#### 1. GENERAL INFORMATION

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

## 2. SCHOOL'S RESPONSIBILITIES

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

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

### 3. HOSPITAL'S RESPONSIBILITIES

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

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

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

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

#### **5. STATUS OF SCHOOL AND HOSPITAL**

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

#### **6. INDEMNIFICATION**

- A. *SCHOOL* agrees to indemnify, defend and hold harmless, *DSH-V* and its affiliates, its directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature,

including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *SCHOOL*, its officers, employees, agents or its students.

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

## 7. INSURANCE

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

## 8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter.
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party's agreeing to such a renewal prior to the expiration of the then current term of the Agreement.
- C. Termination.



- 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
- 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

## 9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or

indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the *DSH-V*:

Ellen Bachman  
Executive Director  
Department of State Hospitals  
P.O. Box 2297  
1600 California Drive  
Vacaville, CA 95696

Telephone: (707) 449-6597  
Fax: (707) 453-7047  
ellen.bachman@vpp.dsh.ca.gov

2. Notice to the *SCHOOL*

Maurice McKinnon, Ed.D., RN  
Interim Dean, Health Science  
Solano Community College  
4000 Suisun Valley Road  
Fairfield, California 94534-3197

Telephone: (707)864-7208  
Fax: (707) 646-2062  
maurice.mckinnon@solano.edu

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

**10. EXECUTION**

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

**DSH-V**

**SCHOOL**

**Department of State Hospitals-Vacaville**

**Solano College**

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

By: \_\_\_\_\_  
Jowel C. Laguerre, Ph.D.

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

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

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

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

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

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

**SUBJECT:** **LETTER OF INTENT, SNAP-ON TECHNICAL  
EDUCATION PARTNERSHIP AND SOLANO  
COMMUNITY COLLEGE DISTRICT**

**REQUESTED ACTION:** **APPROVAL**

**SUMMARY:**

This attached Letter of Intent (LOI) is to form a strategic partnership between Snap-On Technical Education and Solano Community College's Automotive Technology Program. This partnership will allow Solano Community College to implement the Snap-On Certification program.

A copy of the Agreement is available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of School of Applied Technology and Business.

Approval is requested at this time.

<i>Government Code:</i> <b>CEO 2013-14 Goals: #5</b>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: None</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Máire Morinec, Dean  
School of Applied Technology and Business  
Vacaville and Travis Air Force Base

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7155

**TELEPHONE NUMBER**

Academic and Student Affairs

**ORGANIZATION**

December 6, 2013

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent-President

December 6, 2013

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

December 19, 2013

**LETTER OF INTENT, SNAP-ON TECHNICAL EDUCATION PARTNERSHIP**

To: Dan Spengler

Thank you for taking the time to meet with us to explore the possibility of becoming a strategic technical education program partner with Snap-on.

**Solano Community College** intends to pursue a strategic partnership with Snap-on and makes the following declarations.

Declarations:

- **Solano Community College** intends to enter into a strategic partnership as a Snap-on Technical Education Certification partner.
- **Solano Community College** intends to implement the Snap-on Certification program as outlined in the Snap-on Partnership Equipment Guidelines.
- **Solano Community College** agrees to hold in confidence any Snap-on Technical Education Program partner pricing discounts revealed by Snap-on as part of exploring the intent to partner.

We look forward to exploring this strategic partnership. We see great potential for making the learning experience for students richer.

Sincerely,

JOWEL C. LAGUERRE, Ph.D.  
Superintendent-President  
Solano Community College

# Model of Success: Snap-on Education Partnership Programs

## Snap-on Education Partnership Programs: An Introduction

Snap-on Inc., a leading global innovator, manufacturer and marketer of tools and equipment, has been involved in technical education efforts for over 50 years. Starting in 2006, those efforts increased dramatically as Snap-on began offering curriculum-based product certifications. The certifications are delivered to technical college students, through partnerships with educational institutions around the country.

Amplifying technical education to build skills for America's future is a key corporate focus for Snap-on. Snap-on is also a founding partner of the National Coalition for Certification Centers (NC3) and contributes over \$1 million to annual scholarships and various education or industry foundations and associations to promote workforce-training efforts.

### The Program

The Snap-on Certification Program is a result of conversations with industry leaders and technical college administrators. Industry's needs and the fundamental skills and tools required to address these needs were developed into training programs. NC3 and their member community colleges actively share ideas and curriculum and lead other colleges through their partnership with Snap-on.

While initial product certifications were for automobile diagnostic scanners, the Snap-on Certification program has grown to include certifications pertinent to multiple disciplines. For instance, Electrical Measurement (multimeter) and Torque (mechanical and electronic torque instruments) certifications are being offered at technical colleges with programs in aviation or energy. Each certification is additive and incremental, and is aimed at developing proficiency in using a particular type of tool or equipment.

Snap-on now has a team of over 30 dedicated education specialists that serve technical education partner schools exclusively. Snap-on also has over 200 representatives servicing more than 800 technical colleges and 2,000 technical high schools.

### How the Partnership Works

The primary partnership model, Snap-on Certification, is a growing suite of training programs related to industry needs. This is a national program reaching over 100 institutions, focusing on community colleges with technical programs. Curriculum and testing for these certifications are developed and administered by NC3, a coalition of 60 community colleges, businesses and other partners.

Snap-on coordinates the partner institutions acquisition of training packages that include curriculum, tools, lab materials and access to an online testing site. Once students successfully complete the

### Fast Facts

- The Student Excellence Program offers participants tools, equipment and tool storage at significantly reduced pricing
- Snap-on's team of education specialists serve more than 800 technical colleges and over 2,000 technical high schools
- Nationally recognized Snap-on training programs offer training certifications for community college students
- Snap-on executives participate in dozens of national, state and local organizations in support of technical education

assigned labs, they take an online test. Upon successful completion of the test, students receive a third-party certificate from Snap-on, a globally recognized brand.

In addition to the certification program, the Snap-on Student Excellence Program offers students, currently enrolled at a technical institution, tools, equipment and tool storage at significantly reduced pricing to help future technicians pursue their chosen technical career.

In some instances, Snap-on has supplied equipment, tools and tool storage to the certification partner schools that are creating a unique space at the college to train incumbent workers who are looking to retrain for a new career or to build on their current skill level to improve advancement opportunities.

Snap-on has also worked closely with NC3 to develop and improve the support offered to partner schools. College instructors attend "train the trainer" events held by NC3, where they are taught standardized approaches on how to train their students, ensuring curriculum is delivered in a consistent format nationwide.

### **Benefits**

By partnering with Snap-on, technical colleges of all sizes are able to take advantage of a global corporation with unique, first-hand knowledge of the skills required by industry. These skills can be found in industries such as automotive, aviation, oil and gas, and manufacturing. Community college partners also benefit by being able to purchase tools, tools storage and equipment at significantly reduced education pricing.

In addition to improving the quality of tomorrow's workforce by increasing the number of qualified technicians across the country, a long-term benefit for Snap-on is the relationship created with students who advance to become employed technicians, familiar with Snap-on products.

Finally, participating students benefit by having access to the most up-to-date equipment and tools used by professionals in the industry. Additionally, by owning professional grade tools, purchased at student pricing, students are able to show serious commitment to their chosen profession. Third party certifications also benefit the student by providing proof of transferable skills, improving their chances for employment and paving the way for higher wages.

### **Results**

The Student Excellence Program touches over 35,000 students each year. In its first couple of years of rollout, the Snap-on Certification program has certified 4,000 students, 400 technical college instructors and 150 high school instructors. Projected 2013 certifications include an additional 3,000 students and instructors, with an on-track goal of delivering over 10, 000 certificates.

Snap-on is looking to grow this model by working with schools that provide training in transportation, aviation, energy and manufacturing programs. Snap-on plans to collaborate with hundreds of technical colleges in order to deliver tens of thousands of certifications across the nation and then begin to work with high schools local to those colleges.

**AGENDA ITEM** 10.(a)  
**MEETING DATE** December 18, 2013

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

**TO:** **Members of the Governing Board**  
**SUBJECT:** **SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD RESOLUTION HONORING  
KATHLEEN CALLISON**

**REQUESTED ACTION:** **APPROVAL**

**SUMMARY:**

Dr. Jowel Laguerre, Superintendent-President, will present on behalf of the Solano Community College District Governing Board a resolution honoring Kathleen Callison for her faithful service to the District from August 21, 2003 through December 30, 2013.

*Government Code:* *Board Policy:* *Estimated Fiscal Impact: \$*

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

Diane M. White, Interim Vice President  
Academic Affairs

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7264


**TELEPHONE NUMBER**

Academic and Student Affairs

**ORGANIZATION**

December 6, 2013

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent-President

December 6, 2013

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD  
RESOLUTION HONORING**

**KATHLEEN CALLISON**

*Whereas*, Kathleen Callison was first introduced to Solano Community College as a student at the Vacaville Center in 1997;

*Whereas*, Kathleen Callison began her career and distinguished herself in her Computer Science and application courses in such a way that she was encouraged to apply for positions throughout the College. Kathleen was a temporary employee in several locations, including the Vacaville Center, Children's Programs, Financial Aid, and the Assessment Center;

*Whereas*, Kathleen Callison has served the Solano Community College District with distinction since August 21, 2003, when she began working as an Instructional Lab Assistant in the Reading and Writing Lab.

*Whereas*, On November 24, 2003, Kathleen Callison's assignment was changed to Administrative Assistant III, Counseling/DSP, where she patiently served under five different Deans, and retires with ten plus years of service to the District, effective December 30, 2013;

*Whereas*, Kathleen Callison maintained her workload while also completing a Bachelor's degree in Visual Communication and Digital Media, a program she professes was designed for her;

*Whereas*, Kathleen Callison, having been mentored by fine teachers in the School of Applied Technology and Business, began teaching the Adobe Creative Suite classes here at Solano Community College and plans to continue after her retirement; and

*Whereas*, Kathleen Callison also raised six children, which she claims to have now traded for six dogs and four grandchildren; now, therefore be it

*Resolved*, That Kathleen Callison will be sorely missed, and the Governing Board expresses its sincere appreciation for her many contributions and extends their best wishes in her well-deserved retirement and future endeavors.

*Passed and Adopted*, This 18th day of December 2013, by the Governing Board of the Solano Community College District.

\_\_\_\_\_  
Sarah E. Chapman, Ph.D., President

\_\_\_\_\_  
Pam Keith, Vice President

\_\_\_\_\_  
Monica Brown

\_\_\_\_\_  
Denis Honeychurch, J.D.

\_\_\_\_\_  
Michael A. Martin

\_\_\_\_\_  
Rosemary Thurston

\_\_\_\_\_  
A. Marie Young

\_\_\_\_\_  
Latifah Alexander, Student Trustee

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

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

**SUBJECT:** **RESOLUTION PROCLAIMING DECEMBER 1, 2013 AS  
WORLD AIDS DAY AT SOLANO COMMUNITY  
COLLEGE, RESOLUTION NO. 13/14-07**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

The global epidemic of HIV infection and AIDS requires a worldwide effort to increase communication, education and united action to stop the spread of HIV/AIDS. The Joint United Nations Program on HIV/AIDS (UNAIDS) observes December 1 of each year as World AIDS Day, a day to expand and strengthen worldwide efforts to stop the spread of HIV/AIDS. It has become one of the most recognized international health days and a key opportunity to raise awareness, commemorate those who have passed on, and celebrate victories such as increased access to treatment and prevention services.

World AIDS Day is a day dedicated by the international community to raise awareness about HIV and AIDS and provides an opportunity to focus local, national, and international attention on HIV infection and AIDS and to disseminate information on how to prevent the spread of HIV.

The 2013 theme for World AIDS Day is "Shared Responsibility: Strengthening Results for an AIDS-Free Generation."

*Government Code:* \_\_\_\_\_ *Board Policy:* \_\_\_\_\_ *Estimated Fiscal Impact:* \$ N/A

**SUPERINTENDENT'S RECOMMENDATION:**

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

Jose Ballesteros, Ph.D., Interim Director  
Student Development/MESA

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534-3197

**ADDRESS**

(707) 864-7168

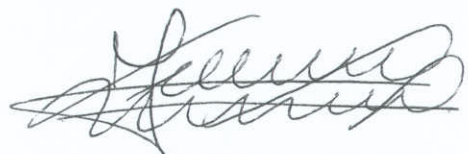
**TELEPHONE NUMBER**

Academic and Student Affairs

**ORGANIZATION**

December 6, 2013

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent-President

December 6, 2013

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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**SOLANO COMMUNITY COLLEGE DISTRICT**  
**GOVERNING BOARD**  
**RESOLUTION DECLARING DECEMBER 1, 2013 AS WORLD AIDS DAY**  
**RESOLUTION NO. 13/14-07**

**WHEREAS**, The global epidemic of HIV infection and AIDS requires a worldwide effort to increase communication, education and united action to stop the spread of HIV/AIDS;

**WHEREAS**, The Joint United Nations Program on HIV/AIDS (UNAIDS) observes December 1 of each year as World AIDS Day, a day to expand and strengthen worldwide efforts to stop the spread of HIV/AIDS;

**WHEREAS**, The UNAIDS estimates that over 34 million people worldwide are currently living with HIV/AIDS including 2.5 million children at the end of 2010;

**WHEREAS**, The UNAIDS is encouraging a better understanding of the challenge of HIV/AIDS nationally as it recognizes that the number of people diagnosed with HIV and AIDS in the United States at 1.1 million people, 110,994 living with AIDS in California, and 1,656 AIDS cases in Solano County with 792 deaths from AIDS in Solano County by the end of 2010;

**WHEREAS**, World AIDS Day provides an opportunity to focus local, national and international attention on HIV infection and AIDS and to disseminate information on how to prevent the spread of HIV; and,

**WHEREAS**, The 2013 World AIDS Day theme is *Shared Responsibility: Strengthening Results for an AIDS-free Generation*; therefore be it

**RESOLVED**, That the Solano Community College District Governing Board does hereby declare December 1, 2013, as World AIDS Day and urges all citizens to take part in activities and observances designed to increase awareness and understanding of HIV/AIDS as a global and local challenge, to take part in the HIV/AIDS prevention

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**SOLANO COMMUNITY COLLEGE DISTRICT**

**GOVERNING BOARD**

**RESOLUTION DECLARING DECEMBER 1, 2013 AS WORLD AIDS DAY**

**RESOLUTION NO. 13/14-07**

**(Continuing – Page 2)**

activities and programs, and to join the global effort to prevent the further spread of HIV/AIDS.

**PASSED AND ADOPTED**, This 18th day of December 2013, by the Governing Board of the Solano Community College District.

\_\_\_\_\_  
BOARD PRESIDENT

\_\_\_\_\_  
JOWEL C. LAGUERRE, Ph.D.  
SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD  
SUBJECT: RESOLUTION HONORING DR. MARTIN LUTHER KING,  
JR. HOLIDAY, JANUARY 20, 2014, RESOLUTION NO.  
13/14-08

REQUESTED ACTION: APPROVAL

SUMMARY:

Approval is requested for Resolution No. 13/14-08 to observe the Dr. Martin Luther King, Jr., Holiday, January 20, 2014, and commemorate throughout the year with appropriate programs, ceremonies, and activities the 50<sup>th</sup> Anniversary of the "March On Washington for Jobs and Justice."

Government Code: Board Policy Estimated: Fiscal Impact:

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

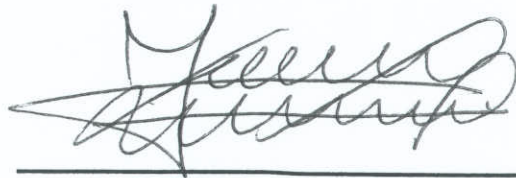
Shirley Lewis, J.D.  
Chief Student Services Officer  
PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534  
ADDRESS

707 864-7168  
TELEPHONE NUMBER

Academic & Student Affairs  
ORGANIZATION

December 6, 2013  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



JOWEL C. LAGUERRE, Ph.D.  
Superintendent-President

December 6, 2013  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION HONORING  
DR. MARTIN LUTHER KING, JR., HOLIDAY  
JANUARY 20, 2014**

**RESOLUTION NO. 13/14-08**

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**8**       **WHEREAS**, On August 28, 1963, when the Reverend Dr. Martin Luther King, Jr.,  
**9** delivered in Washington, D.C., the "I Have A Dream" speech, which is one of the greatest  
**10** speeches in our Nation's history, approximately 800 citizens marched peacefully in downtown  
**11** Vallejo with placards from "Civil Rights is a Must" to "Let's Present the True American Image to  
**12** the Freedom Loving People of the World" while singing the iconic Civil Rights song, "We Shall  
Overcome";

**13**       **WHEREAS**, On that same historic day, a quarter million men and women, young and old,  
**14** filled our great capital's landscape in Washington, D.C., to take part in what Dr. King called "the  
**15** greatest demonstration for freedom in the history of our nation," as diverse people were woven  
**16** together like a great American human tapestry, sharing in the dream that our nation would one  
day make real the promise of Liberty, Equality, and Justice for all;

**17**       **WHEREAS**, The "I Have A Dream" speech capped off a summer of discontent, a time  
**18** when the call for Civil Rights was met with imprisonment, bomb threats, and brutality, and the  
**19** marchers endured billy clubs and/or fire hose blasts, yet they chose to respond with nonviolent  
**20** resistance with a fierce dignity that stirred our nation's conscience and paved the way for two  
**21** major victories of the Civil Rights Movement, the Civil Rights Act of 1964, and the Voting  
Rights Act of 1965;

**22**       **WHEREAS**, We remember that the March On Washington was a demonstration for jobs  
**23** and justice, and the coalition that brought about Civil Rights understood that racial equality and  
**24** fairness for workers are bound together because when one American gets a raw deal, it  
**25** jeopardizes Liberty, Equality, and Justice for everyone, and these are lessons we carry forward  
**26** that we cannot march alone; that our America flourishes best when we acknowledge our common  
**27** humanity, that our future is interdependently linked to the destiny of every soul on earth;

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION HONORING  
DR. MARTIN LUTHER KING, JR., HOLIDAY  
JANUARY 20, 2014**

**RESOLUTION NO. 13/14-08**

**(CONTINUING – Page 2)**

**WHEREAS,** It is not enough to reflect with pride on the victories of the Civil Rights Movement, and in honor of men, women, and children of all races who left footprints on the National Mall or in downtown Vallejo, we must make progress in our time, and let us guard against prejudice whether at the polls or in the workplace; whether on our streets or in our own hearts, and let us pledge that, in the words of Dr. King, "we will not be satisfied until justice rolls down like waters and righteousness like a mighty stream;" and

**WHEREAS,** In our great "melting-pot" country of the United States of America, the county of Solano has been honored as one of the most diverse counties in America, and we are a very proud community college family that celebrates our diversity with numerous cultural and ethnic events throughout the year.

**NOW, THEREFORE, BE IT RESOLVED,** That the Solano Community College Governing Board do hereby call upon all students, faculty, and staff to reverently observe the Dr. Martin Luther King Jr., Holiday, January 20, 2014, and to commemorate throughout the year with appropriate programs, ceremonies, and activities the 50th Anniversary of the March On Washington for Jobs and Justice, and to celebrate our beloved county's diversity.

**PASSED AND ADOPTED,** This 18<sup>th</sup> day of December 2013, by the Solano Community College District Governing Board, Solano County, California, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION HONORING  
DR. MARTIN LUTHER KING, JR., HOLIDAY  
JANUARY 20, 2014**

**RESOLUTION NO. 13/14-08**

**(CONTINUING – Page 3)**

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**BOARD PRESIDENT**

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**JOWEL C. LAGUERRE, Ph.D.  
SUPERINTENDENT-PRESIDENT**

**CERTIFICATION**

I, **JOWEL C. LAGUERRE, Ph.D.**, Secretary to the Solano Community College District Governing Board, Solano County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Board at a regular meeting held on the above-stated date, which resolution is on file in the office of the Board.

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**JOWEL C. LAGUERRE, Ph.D.  
Board Secretary**



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** POLICE RECORDS RETENTION SCHEDULE FOR  
PURGING AND DISPOSAL OF POLICE REPORTS,  
FOUND PROPERTY, AND EVIDENCE, RESOLUTION NO.  
13/14-09  
**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Approval is requested for Resolution No. 13/14-09, police records retention schedule for purging and disposal of police reports, found property, and evidence. Since 1989, Solano Community College Police Department (SCCPD) has not purged its criminal case evidence and since 2000 it has not reviewed and purged its crime reports.

Routine review and purging of police reports and their related evidence, based on a legally sound retention schedule, is an industry-wide practice. Please find attached a comprehensive staff report covering the measures taken to ensure that this required resolution [California Government Code Section 60201(b)(2)] and related purging process is lawful, purposeful, and operationally necessary.

Government Code: Board Policy: 3500 Estimated Fiscal Impact: N/A  
California Government Code Section 60201(b)(2)

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

Ed Goldberg, Interim Chief  
SCCD Police Department

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7131

**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

December 6, 2013

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent-President

December 6, 2013

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**POLICE RECORDS RETENTION SCHEDULE FOR PURGING AND  
DISPOSAL OF POLICE REPORTS, FOUND PROPERTY, AND EVIDENCE**

**RESOLUTION NO. 13/14-09**

**WHEREAS**, There are three legal sources for the authority to dispose of college district police department crime and traffic accident reports;

**WHEREAS**, Seven criterion, including the statute of limitations for criminal prosecution, were used to determine whether or not a police report should be retained or purged;

**WHEREAS**, A comprehensive review of 1,777 cases submitted between 2000 and 2009, revealed that 1,758 of these cases should be purged and 19 cases retained; and

**WHEREAS**, Effective records management includes a legal process for the review and purging of police reports to reduce liability exposure by action taken on a case no longer prosecutable, to dispose potential harmful evidence (i.e., weapons, drugs, and drug paraphernalia), to increase efficiency in information retrieval, and to maintain compliance with legal authority for report retention;

**WHEREAS**, California Penal Code Sections 799 through 805 provide the statute of limitations for prosecuting criminal offenses and, thereby, the need for retaining a crime report for this purpose;

**WHEREAS**, California Government Code Section 60201 (b) provides for the legislative body of a district to destroy or dispose of any record that is not expressly required by law to be filed and preserved by adopting and complying with a record retention schedule that complies with guidelines provided by the Secretary of State pursuant to Government Code Section 12236, that classifies all of the district's records by category, and that establishes a standard protocol for destruction or disposition of records;

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**POLICE RECORDS RETENTION SCHEDULE FOR PURGING AND  
DISPOSAL OF POLICE REPORTS, FOUND PROPERTY, AND EVIDENCE**

**RESOLUTION NO. 13/14-09**

**(Continuing – Page 2)**

**NOW, THEREFORE,** The Governing Board of the Solano Community College District has, by resolution, established a police records retention schedule for purging and disposal of police reports, found property, and evidence pursuant to the California Government Code and hereby directs the District's Police Department to comply with heretofore.

**PASSED AND ADOPTED,** This 18th day of December 2013, by the Governing Board of the Solano Community College District.

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BOARD PRESIDENT

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JOWEL C. LAGUERRE, Ph.D.  
SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: JOINT USE AGREEMENT BETWEEN THE CITY OF FAIRFIELD AND THE SOLANO COMMUNITY COLLEGE DISTRICT FOR THE USE OF SPECIALTY EQUIPMENT AND THE CREATION OF A NEW CHANNEL 26 PARTNERSHIP

REQUESTED ACTION: APPROVAL

SUMMARY:

On October 2<sup>nd</sup> 2013, the Board was presented with information about a joint partnership that will mutually benefit the District and the City of Fairfield. A partnership is proposed with the City of Fairfield for the use of broadcasting equipment for the District's antiquated TV Studio, currently located in Building 100. In exchange for space in Building 100, the City of Fairfield will provide new equipment and limited construction funds to connect the new equipment to the existing TV Studio space.

Benefits to the District include the use of new equipment by students, and a new community access TV channel for use by the College.

The estimate for funding required from the District is limited to \$5,000, as the City has agreed to fund most construction and the installation of the equipment.

Government Code: Board Policy: Estimated Fiscal Impact: Measure Q Funds \$5,000

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Leigh Sata  
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration  
ORGANIZATION

December 6, 2013  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



JOWEL C. LAGUERRE, Ph.D.  
Superintendent-President

December 6, 2013  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

**JOINT USE AGREEMENT BETWEEN  
THE CITY OF FAIRFIELD AND SOLANO COMMUNITY COLLEGE**

The Joint Use Agreement (the "Agreement") is made and entered into as of December 19, 2013, by and between the City of Fairfield (the "City"), a municipal corporation, and Solano Community College (the "College"), a California community college district.

**Recitals**

A. **WHEREAS**, the College owns a building located at 4000 Suisun Valley Rd., Fairfield, CA 94534 (the "Site") at which location the College operates a video studio and related facilities in TV Room 121 (the "Studio"); and

B. **WHEREAS**, the City and the College desire to provide for joint use of the Studio and the related equipment (collectively, the "Studio Facilities") to operate and maintain Public, Educational, and Governmental television programming (PEG Access); and

C. **WHEREAS**, the College is authorized pursuant to Article 6 of Chapter 2 of Part 49 of Division 5 of Title 5 of the California Education Code (commencing with Section 81420), to enter into an agreement with a city for the joint occupancy and use of a building following a determination that such joint occupancy and use of the building will not interfere with the educational program or activities of any school or class conducted upon the real property or in any such building; and

D. **WHEREAS**, the College finds that the joint use of the Studio Facilities to operate and maintain PEG Access will support the College's educational programs and activities and will not interfere with the educational program or activities of the College or any class conducted at the Site; and.

E. **WHEREAS**, Education Code section 81430 authorizes a community college district to sell, exchange, grant or quitclaim all or any of its interest in, or may lease for a term not exceeding 99 years, to the federal government or its agencies, to the state, or to any county, city and county, city or special district, or to any other school district, any real property belonging to the school district which is not or will not at the time of delivery of title or possession be needed for school classroom buildings by the district owing it, without complying with the property disposition provisions of the Education Code and upon a unanimous vote of the district's governing board.

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

Section 1. Term.

A. This Agreement shall be for a term of five years, commencing on the date of this Agreement and ending on December 19, 2018 (the "Initial Term"), unless terminated earlier, as provided for in this Agreement.

B. Subject to approval by the College, the City shall have the option to renew the Agreement for an additional term of five years following expiration of the Initial Term. To exercise this option to renew, the City must give the College written notice at least three months before the expiration of the Initial Term.

Section 2. Joint Use.

A. Subject to the terms and conditions of this Agreement, the College hereby agrees to permit the City to use the Studio Facilities between the hours of 8:00 AM and 5:00 PM, depending upon the District's teaching schedule, Monday through Friday, and during such other times with permission of the College. Notwithstanding the preceding sentence, the City shall have access at all times to the headend in the Studio Facilities so long as notification is provided and/or coordinated with District Security or Maintenance and Operations for security reasons.

B. The College shall have use of the Studio Facilities at all times that the City is not using the Studio Facilities as provided in paragraph A of this section. The College intends to use the Studio Facilities to provide student instruction, but agrees that the City Equipment will not be used by faculty or staff for other than instructional purposes.

C. In consideration for the City's use of the Studio Facilities, the City shall provide the equipment identified in Exhibit A hereto (the "City Equipment"), and shall renovate the Studio in accordance with the scope of work provided in Exhibit B hereto at the City's expense (the "City Renovation"). Title to the City Equipment in the Studio shall be held solely by the City. All of the City's Equipment shall remain the personal property of the City and shall not be treated as real property or become a part of the Studio Facilities. The City Renovation shall be completed by January 31, 2014. If renovation is not completed in a reasonable time frame, the College and City shall meet to discuss the completion terms and term of the contract. Any renovations or modifications to the Studio Facilities proposed by the City and not identified in Exhibit B shall require the express written approval of the College.

D. The College shall not permit any person to use the City Equipment in the Studio Facilities unless the person has been properly trained to use such equipment. Enrollment in, or completion of, one of the following courses, or an equivalent course approved by the Vice-President of Academic Affairs or his/her designate, shall satisfy this condition:

- TV 050 Survey of Broadcasting
- TV 055 Beginning Television Production
- TV 056 Advanced Television Production
- TV 060 Television and Film Writing
- TV 061 Advanced Film Writing
- TV 099 Telecommunications Honors
- COMM 075 Sports Broadcasting
- CINA 010 The Art of Cinema
- CINA 011 American Cultures in Film
- CINA 015 Film Production
- CINA 016 Film Production

E. The College retains the right to modify the Studio Facilities (excluding the City Equipment), the building that the Studio is contained within, and any other portion of the facility with written notification to the City. The College agrees not to begin construction until the City's Equipment is either removed or protected from damage as a result of such modification.

Section 3. Maintenance and Operations.

A. The College shall be responsible for providing and bearing the cost of all utilities, including gas, electricity, water, and sewer, and telecommunications, internet connectivity, data communication, janitorial, and security services.

B. The College and the City shall keep the Studio Facilities in good operating condition. The City shall be responsible for regular maintenance and repair of the City Equipment, up to and including all cabling and other infrastructure (up to the connection point) required to run the Equipment. The College shall be responsible for regular maintenance and repair of the Studio Facilities, excluding the City Equipment as defined herein.

C. All cables, microphones, camera equipment, and other television programming equipment shall be safely stored by the users of the equipment.

D. The party responsible for any damage or destruction to, or loss of, any portion of the Studio Facilities shall be obligated to repair or replace such portion of the damaged, destroyed or lost Studio Facilities; provided, however, that with respect to the City Equipment, the City shall have sole discretion to determine the appropriate means of repair or replacement. Notwithstanding any provision to the contrary, in the event that the College is responsible for any damage or destruction to, or loss of any portion of the Studio Facilities and fails to repair or replace such damaged, destroyed or lost Studio Facilities within six months of the occurrence of the damage, destruction or loss, the City shall have the right to terminate this Agreement upon 30 days written notice to the College and waives any and all rights to further compensation and damage claims.

Section 4. PEG Access. In further consideration for the City's use of the Studio Facilities, the City shall allow the College to use one PEG Access channel for noncommercial educational programming.

Section 5. Headend. The City shall install the headend and bear the cost of such installation. The City shall be responsible for the regular maintenance and repair of the headend.

Section 6. Independent Contractor Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 7. Replacement of the Existing Building on the Site.

A. The City and the College acknowledge that the College anticipates constructing a new building to replace the existing building at the Site, where the College plans to relocate the Studio Facilities (the "Replacement Facilities"). The College shall include the City in the design process regarding the Replacement Facilities and intends to include the City as a partner in the

design process, so long as this Agreement is in force. The City agrees that the previous sentence does not include approval rights for the design of the building.

B. As soon as practical, the College shall inform the City in writing regarding the date on which the College plans to cease using the existing building at the Site.

C. During the term of this Agreement, the College shall at the College's discretion either (i) maintain the Site and the Studio Facilities or (ii) provide joint use of the Replacement Facilities pursuant to the terms of this Agreement. Should the College decide to relocate the Studio Facilities to the new building and provide joint use of the Replacement Facilities, the College shall bear all costs for relocating the Studio Facilities to the Replacement Facilities.

#### Section 8. Indemnification.

A. To the fullest extent permitted by California law, the College shall indemnify, defend, and hold harmless the City, its directors, officers, agents, employees, and volunteers from and against any and all claims, suits, actions, causes of action, losses, damages, or liabilities of any kind, nature or description, including payment of litigation costs and attorneys' fees, brought by any person or persons for or on account of any loss, damage or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, directly or indirectly arising or resulting from any alleged acts or omissions of the College, its directors, officers, employees, agents, subcontractors, or volunteers in the performance of this Agreement.

B. The College shall indemnify and hold harmless the City, its directors, officers, agents, employees, and volunteers from and against any and all claims or other injury, including costs of litigation and attorneys' fees, arising from or in connection with claims or loss or damage to person or property arising out of the failure to comply with any applicable laws, rules, regulations, or other requirements of local, state, or federal authorities, for claims of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, for breach of contract or other injury, or damage in law or at equity which, directly or indirectly, result from the College's performance of this Agreement.

C. To the fullest extent permitted by California law, the City shall indemnify, defend, and hold harmless the College, its directors, officers, agents, employees and volunteers from and against any and all claims, suits, actions, causes of action, losses, damages, or liabilities of any kind, nature or description, including payment of litigation costs and attorneys' fees, brought by any person or persons for or on account of any loss, damage, or injury to person, property, or any other interest, tangible or intangible, sustained by or accruing to any person or persons, directly or indirectly arising or resulting from any alleged acts or omissions of the City, its directors, officers, employees, agents, subcontractors, or volunteers in the performance of this Agreement.

D. The City shall indemnify and hold harmless the College, its directors, officers, agents, employees, and volunteers from and against any and all claims or other injury, including costs of litigation and attorneys' fees, arising from or in connection with claims or loss or damage to person or property arising out of the failure to comply with any applicable laws, rules,



regulations or other requirements of local, state, or federal authorities, for claims of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, for breach of contract or other injury, or damage in law or at equity which, directly or indirectly, result from the College's performance of this Agreement.

Section 9. Insurance. The College and the City shall maintain in full force and effect at all times during the term of this Agreement insurance as required by this Section.

A. Comprehensive Liability Insurance. Comprehensive liability insurance, including protective, completed operations and broad form contractual liability, property damage, and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage. The limits of such coverage shall be at a minimum: (1) bodily injury including death, \$1,000,000 for each person and each occurrence and \$2,000,000 in the aggregate; and (2) property damage, \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Any deductible or self-insured retention exceeding \$25,000 shall be declared to and approved by the other party.

B. Equipment Insurance. Insurance on all equipment and facilities, including fixtures, funded in whole or in part under this Agreement to full replacement cost. The insurance shall include, at a minimum, insurance against loss or damage beyond the user's control, theft, fire, or natural catastrophe and will be paid to the party that replaces the equipment. The City shall maintain the insurance required by this paragraph for the City Equipment. The College shall maintain the insurance required by this paragraph for all equipment that comprises the Studio Facilities, but excluding the City Equipment.

C. Workers' Compensation and Employer's Liability. The minimum limit of Workers' Compensation Insurance shall comply with the limits required by California law. The limit of Employer's Liability coverage shall be \$1,000,000.

D. Property Insurance. The College shall maintain insurance against loss or damage to any part of the Site against all perils included within the classification of fire, extended coverage, vandalism, and malicious mischief. Said fire and extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke, sprinkler damage, boiler explosion, and such other hazards as are normally covered by such insurance. Such insurance shall be in an amount equal to 90 percent of the replacement cost of the Site and all improvements thereon. Such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried or required to be carried by the College. The insurance policy required under this Paragraph D. may include a deductible in an amount not exceeding \$50,000 expressed in 2013 dollars, to be adjusted annually for the rate of inflation, as measured by the Consumer Price Index for the State, as maintained by the Bureau of Labor Statistics, United States Department of Labor.

E. Each Party as Co-Insured or Additional Insured. Each party shall be named as co-insured or additional insured on all aforementioned insurance policies of the insured party. The policies shall provide that the insurance company or the insured party may effect no cancellation, major change in coverage or expiration without first giving the other party thirty (30) days written notice prior to the effective date of such cancellation or change in coverage.

F. Commencement of Coverage. On or before commencement of the use of the Studio, each party shall obtain and file with the other party proof of insurance coverage as follows: (1) Comprehensive Liability and Workers' Compensation; and (2) equipment insurance. All required insurance coverages shall be maintained by the parties at all times in accordance with the requirements of this Agreement. Insurance shall not be canceled or reduced without thirty (30) days written notice to the other party.

Section 10. Termination.

A. The College or the City may terminate this Agreement immediately for cause upon sixty (60) days written notice for material breach of any provision of this Agreement, including, but not limited to, interference with the educational program or activities of the College or failure to comply with all applicable laws, ordinances, rules, and regulations. The breaching party shall have thirty (30) days from receipt of the notice to correct such breach; provided, however, that if the nature of the breach is such that more than thirty (30) days are reasonably required for its cure, then the breaching party shall have sufficient time to cure the breach if it has commenced, and is diligently prosecuting, such cure.

B. The College or the City may terminate this Agreement at any time, for any reason, by providing written notice at least 120 days in advance of the effective date of the termination.

C. Upon termination of this Agreement, the City shall have ninety (90) days to remove City Equipment from the Studio Facilities at its sole expense. The City shall repair any damage to the Studio, caused by said removal and restore the Studio to good condition, less ordinary wear and tear. In the event that the City fails to timely remove the City Equipment, the College, upon fifteen (15) days written notice, may either (1) accept ownership of the City Equipment with no cost to the College, or (2) remove the City Equipment at the City's sole cost. In the event that the College chooses to accept ownership of the City Equipment, the City shall execute any necessary documents to effectuate the change in ownership of the City Equipment to the College. In the event that the College removes the City Equipment, the City shall pay all invoices for the removal of the City Equipment within thirty (30) days of receipt of such invoices.

D. Section 12 of this Agreement shall not apply to the exercise of the parties' rights to terminate this Agreement under this Section.

Section 11. Notices. All notices and other communications to be given by either party must be in writing and may be effective by personal delivery, overnight courier, or first class or certified mail, return receipt request and addressed to the appropriate party as follows:

To the City:

City of Fairfield  
1000 Webster Street  
Fairfield, CA 94533  
Attention: City Manager

To the College:

Solano Community College  
Diane White, Vice President of Academic Affairs  
4000 Suisun Valley Road  
Fairfield, CA 94534

Notice shall be deemed received on the date personally delivered or, if mailed, three days after deposit in the mail. Notice provided by overnight delivery shall be deemed received on the next business day after delivery by the overnight delivery service. A party may change its addressee by written notice to the other party at any time.

Section 12. Dispute Resolution. It is the intent of the parties to provide an efficient, effective, and inexpensive method to resolve any disputes concerning the interpretation or performance of this Agreement (“Disputes”) when Disputes cannot be informally resolved. Within three (3) days after written notice to the other party of a dispute (the “Notice of Dispute”), each party shall designate one or more persons to meet with the designated representatives of the other party to consult and negotiate with each other in good faith, a just and equitable solution satisfactory to both parties. If within fifteen (15) business days after delivery of the Notice of Dispute, the dispute cannot be settled through negotiation, the parties shall attempt in good faith to settle the dispute by mediation. The mediation shall be conducted in the manner mutually agreed upon by the parties and if no such agreement is reached within thirty (30) days after the Notice of Dispute, the mediation shall be administered by the American Arbitration Association under its Mediation Rules in effect on the date of the Notice of Dispute. If, within ninety (90) days after the Notice of Dispute the parties do not reach a mutually satisfactory resolution of the Dispute, the parties may pursue whatever legal remedies are available to them under the law.

Section 13. Subcontract and Assignment. Neither the City nor the College shall assign its rights, duties, or privileges under this Agreement, nor shall the City or College subcontract or attempt to confer any of its rights, duties, or privileges under this Agreement on any third party without the written consent of the other Party. Any such attempt without the other Party’s written consent shall be void.

Section 14. Time. Time is of the essence in this Agreement and for the performance of this Agreement.

Section 15. Applicable Law. This agreement shall be interpreted and enforced under the laws of the State of California.

Section 16. Attorneys’ Fees. If any legal action is commenced between the parties to this Agreement, each party shall bear its own costs of suit, including attorneys’ fees.

Section 17. Severability. If any term, provision, covenant, or condition of this Agreement shall be determined to be invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected to the extent the remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

Section 18. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 19. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successor, and assigns.

Section 20. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof or serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

Section 21. Entire Agreement. This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid.

Section 22. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Section 23. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

CITY OF FAIRFIELD

SOLANO COMMUNITY COLLEGE

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SEAN P. QUINN  
CITY MANAGER

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JOWEL C. LAGUERRE, Ph.D.  
SUPERINTENDENT-PRESIDENT

**Exhibit A**  
**City Equipment**

**Existing Studio Equipment - City of Fairfield**

<b><u>Qty.</u></b>	<b><u>Item</u></b>
3	JVC GY HD 250 studio cameras
3	JVC Camera control units
1	Panasonic video switcher
1	Mackey 8 channel sound mixer
1	JVC Program Monitor
3	JVC 100 meter camera cables
3	Vinten studio tripods
1	Varizoom camera crane with peripherals
1	Marshall field monitor
1	AJA Ki Pro hard drive recorder
1	Arri Arri-sun 1800 watt HMI light
1	QTV teleprompter
2	Power amps for speakers
4	Yamaha studio speaker monitors
4	Brightline Fluorescent Studio Light Bank
8	Misc Stools for talent
1	Rollaway tool box
1	Misc audio/video cables
1	Stantron Edit console
1	Allsteel office desk with storage
1	Various A/V cables, connectors, adapters

**Existing Head End Equipment - City of Fairfield**

<b><u>Qty.</u></b>	<b><u>Item</u></b>
3	Mid Atlantic equipment towers
3	Mid Atlantic UPS power supplies
2	Leightronix event controllers
2	AJA Video Transcoder
4	Maxcom 3527 fiber transmitters
2	Pioneer DVD players
2	Program monitors
3	Scala system graphic player pc
1	Nexio Video Server
1	Weather PC with keyboard, mouse, monitor
1	KVM switch
1	Keyboard/mouse/vga monitor
1	Sony DSR20 DvCam deck
1	Various peripherals/cables

**New Studio Equipment - Solano College**

<b><u>Qty.</u></b>	<b><u>Item</u></b>
1	Tricaster 860 Video Production Studio System
3	JVC GY-HM790 Studio Configured Camera
3	JVC Studio Camera Control Units
6	26 pin camera cables 25ft and 100ft
1	Panasonic 50inch Plasma display
1	Plasma display mount
1	16 channel minimum audio mixer for control room
2	Audio snake and junction box
4	Custom wall plates for audio/video
1	Audio cables and connectors (XLR)
1	Video cable and connectors
1	Studio program monitor
4	Studio monitor speakers
4	Studio light panels for sets
1	LED field lighting kit
1	Various grip equipment for studio and field
6	Shure lavalier microphones
1	QTV 17 inch studio teleprompter
1	Studio IFB system and body packs
3	Canon T3I Camera
1	JVC GY-HM150 camcorder

## **Exhibit B**

### **Scope of Work**

#### **Studio Modifications**

- College will construct 3 separate lockable equipment cages in storage area
- College will enclose existing closet spaces underneath rafters in storage area with plywood walls and lockable doors
- City will replace and or revive existing video/audio wall plates and panels
- College will install three (3) electrical circuits in Head End location
- City will purge older wiring and equipment in Head End, Control room, and Studio locations
- Comcast Cable to install fiber optics, cable, and internet to “Head End” location
- ATT U-Verse will need to run 5 T1 lines from ATT MPOE to Head End location
- ATT U-Verse to install video streaming equipment in Head End location

#### **Studio Equipment Installation**

- City will move existing equipment identified in Exhibit A to Studio location when all modifications have been completed (unless pieces of the equipment are necessary to complete the modification).
- City will acquire new equipment identified in Exhibit A.
- City will install new equipment identified in Exhibit A when all modifications have been completed (unless pieces of the equipment are necessary to complete the modification).
- City will work with the College to integrate existing College equipment with the new and existing City equipment in order to outfit the Studio Facility.



### **City Office Space**

- City will coordinate with the College the moving and setting up of office furniture to be located within the area designated by the College.
- City will coordinate with the College on the communication connectivity necessary for the City to access City network resources.

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO RGA ENVIRONMENTAL INC.  
FOR HAZARDOUS MATERIAL TESTING AND  
MONITORING FOR BUILDING 600 ABATEMENT AND  
SELECTIVE DEMOLITION PROJECT**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Board approval is requested for award of professional services contract to RGA Environmental Inc. for hazardous material testing and monitoring services at Building 600 (Administration). These services are required to assure hazardous material is removed and disposed of in compliance with local and federal regulations.

This contract is for a total fee of \$ 26,570.00

*Government Code: Board Policy: Estimated Fiscal Impact: Measure G Funds \$26,570.00*

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

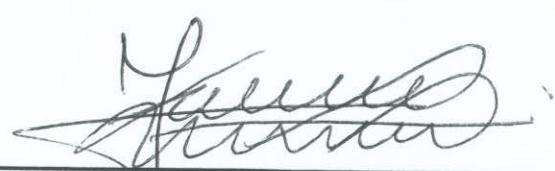
Leigh Sata  
Executive Bonds Manager  
**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534  
**ADDRESS**

(707) 863-7855  
**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

December 6, 2013  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent-President

December 6, 2013  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
Hazardous Material Testing and Monitoring**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 18th day of December, 2013 by and between the Solano Community College District, ("District") and RGA Environmental, Inc. ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Hazardous Material Testing and Monitoring services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on July 01, 2013 and will diligently perform as required and complete performance by October 01, 2013, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<input checked="" type="checkbox"/>	Signed Agreement
<input checked="" type="checkbox"/>	Workers' Compensation Certification
<input checked="" type="checkbox"/>	Insurance Certificates and Endorsements
<input checked="" type="checkbox"/>	W-9 Form
<input type="checkbox"/>	Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Twenty-Six Thousand, Five Hundred Seventy dollars (\$26,570.00). District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

4.1.1. Building 600- Abatement and Selective Demolition Project    \$26,570.00

4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.

4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and

act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.:

8. **Performance of Services.**

8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's

name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

## 12. Termination.

- 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **For Convenience by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 12.3. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
  - 12.3.1. material violation of this Agreement by the Consultant; or
  - 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
  - 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

14. **Insurance.**

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
  - 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
  - 14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
  - 14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant

agrees to require like compliance by all of its subcontractor(s).

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
  - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District:**

**Solano Community College District**  
C/O Kitchell CEM  
360 Campus Lane, Suite 203  
Fairfield, California 94534  
ATTN: John Lett

**Consultant:**

**RGA Environmental, Inc.**  
1466 66<sup>th</sup> Street  
Emeryville, California 94608  
ATTN: Tedd Kattchee

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.



26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
29. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
31. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
34. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
35. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
36. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**Solano Community College District**

**RGA Environmental, Inc.**

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

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

Print Name: JOWEL C. LAGUERRE, Ph.D.

Print Name: Tedd Kattchee

Print Title: Superintendent-President

Print Title: Project Manager

**Information regarding Consultant:**

License No.:

**94-3051012:**

Address: 1466 66<sup>th</sup> Street  
Emeryville, California 94608

Employer Identification and/or  
Social Security Number

Telephone: 1-510-547-7771

Facsimile: 1-510-899-7070

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: California
- Limited Liability Company
- Other: \_\_\_\_\_

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.**

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

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

Name of Consultant: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant's entire Proposal is **not** made part of this Agreement. Consultant will provide hazardous material testing and monitoring for Building 600 Abatement and Selective Demolition Project. The hazardous material testing and monitoring includes but is not limited to abatement oversight, visual inspection, air sampling, wipe sampling, and report laboratory results.

- 1.1. **Observation of the Construction.** Consultant shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the Consultant or its qualified representative to observe construction.
- 1.2. **Reporting.** Consultant shall submit a final abatement monitoring report for the lead, PCBs and asbestos activities that includes monitoring notes, air sampling, and wipe sampling results in accordance with the applicable local, state, and federal regulations.

## EXHIBIT "B"

### Billing Rate and Unit Cost for the Consultant

## 2013 FEE SCHEDULE

<u>PERSONNEL</u>	<u>HOURLY RATES</u>
PRINCIPAL	\$225.00
SENIOR CERTIFIED INDUSTRIAL HYGIENIST	\$225.00
CERTIFIED INDUSTRIAL HYGIENIST	\$200.00
CERTIFIED SAFETY PROFESSIONAL	\$180.00
SENIOR PROJECT MANAGER	\$180.00
CONSULTING PROFESSIONAL GEOLOGIST	\$155.00
PROJECT MANAGER	\$150.00
PROFESSIONAL GEOLOGIST	\$135.00
CONSULTING INDUSTRIAL HYGIENIST	\$95.00
SENIOR INDUSTRIAL HYGIENIST	\$85.00
CERTIFIED ASBESTOS CONSULTANT (California only)	\$85.00
CERTIFIED SITE SURVEILLANCE TECHNICIAN (California only)	\$65.00
INDUSTRIAL HYGIENIST	\$65.00
DRAFTING (CADD)	\$75.00
ADMINISTRATIVE	\$55.00
LEGAL EXPERT DEPO (CIH)	\$400.00
DAILY RATE FOR FIELD INDUSTRIAL HYGIENIST/SAFETY CNSLT	\$ TBD
OVERTIME AT 1.5 TIMES THE HOURLY RATE	
 <u>EXPENSES</u>	
SUB CONSULTANTS	Cost plus 15%
MILEAGE	.70/mile
TRAVEL TIME for less than 8 hour day (within 30 miles of RGA offices)	No Charge
PER DIEM RATES (per GSA schedule)	At cost
TOLL	At Cost
MISCELLANEOUS	Cost plus 10%
REPORTS HARD COPIES BW	\$0.50 /pg
REPORT COLOR COPIES	\$1.00 /pg
REPORTS HARD COPIES BW	\$ 0.50 /pg
REPORT COLOR COPIES	\$ 1.00 /pg

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO SHERRILL ENGINEERING INC.  
FOR THE HEATING, VENTILATION, AND COOLING  
(HVAC) SYSTEM ASSESSMENT FOR VALLEJO AND  
VACAVILLE CENTERS**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Board approval is requested for award of professional services contract to Sherrill Engineering Inc. for Heating, Ventilation, and Cooling (HVAC) assessment and monitoring services. This contract is for two projects: the Vallejo Center and the Vacaville Center. These services are necessary for diagnosing and remediating the HVAC system problems to ensure proper HVAC systems operation.

This contract is for a total fee of \$ 34,000.

*Government Code: Board Policy: Estimated Fiscal Impact: Measure Q Funds \$34,000*

**SUPERINTENDENT'S RECOMMENDATION:**

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

Leigh Sata  
Executive Bond Manager

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

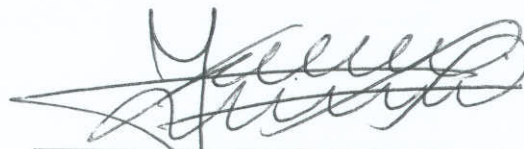
**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

December 6, 2013  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent-President

December 6, 2013  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
Heating, Ventilation, and Cooling (HVAC) Assessment**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 18th day of December, 2013 by and between the Solano Community College District, ("District") and Sherrill Engineering Inc. ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Heating, Ventilation, and Cooling (HVAC) Assessment services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on June 14, 2013 and will diligently perform as required and complete performance by March 01, 2014, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>  X  </u>	Signed Agreement
<u>  X  </u>	Workers' Compensation Certification
<u>  X  </u>	Insurance Certificates and Endorsements
<u>  X  </u>	W-9 Form
<u>      </u>	Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Thirty Four Thousand (\$34,000.00). District shall pay Consultant according to the following terms and conditions:
  - 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

4.1.1. Vallejo Center	\$19,000.00
4.1.2. Vacaville Center	\$15,000.00
  - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.
  - 4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and

act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.:

8. **Performance of Services.**

8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's



name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

## 12. Termination.

- 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **For Convenience by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 12.3. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
  - 12.3.1. material violation of this Agreement by the Consultant; or
  - 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
  - 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

14. **Insurance.**

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
  - 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
  - 14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
  - 14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant

agrees to require like compliance by all of its subcontractor(s).

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
  - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District:**

**Solano Community College District**  
C/O Kitchell CEM  
360 Campus Lane, Suite 203  
Fairfield, California 94534  
ATTN: John Lett

**Consultant:**

**Sherrill Engineering**  
2886 Geary Boulevard  
San Francisco, California 94118  
ATTN: Adam Wheeler

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
29. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
31. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
34. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
35. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
36. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**Solano Community College District**

**Sherrill Engineering**

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

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

Print Name: JOWEL C. LAGUERRE, Ph.D.

Print Name: Adam Wheeler

Print Title: Superintendent-President

Print Title: Owner

**Information regarding Consultant:**

License No.: M26390

300088573:

Address: 2886 Geary Boulevard  
San Francisco, California

Employer Identification and/or  
Social Security Number

Telephone: 1-415-850-8608

Facsimile: 1-415-3436-0263

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.**

Type of Business Entity:

Individual

Sole Proprietorship

Partnership

Limited Partnership

Corporation, State: California

Limited Liability Company

Other: \_\_\_\_\_

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

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

Name of Consultant: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

**\_EXHIBIT "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant's entire Proposal is **not** made part of this Agreement. This is an agreement for Consultant HVAC Assessment services for The Vallejo Center and Vacaville Center, part of Solano Community College District. HVAC Assessment scope includes, but is not limited, to provide pre-project analysis, review and comment on project design and documents, trend data log, assistance with mechanical contractors selection, oversight of the construction, development and monitoring of functional performance procedures necessary to verify the HVAC system at each Center is operating properly.

- 1.1. **Observation of the Construction.** Consultant shall maintain such personal contact with the Project as is necessary to assure themselves of compliance with the specified Functional Performance Testing protocol. Personal contact shall include visits to the project site by the Consultant or its qualified representative to observe construction.
- 1.2. **Final Commissioning Report.** Consultant shall submit a final Commissioning Report documenting problems discovered during the assessment and recommended repairs and/or replacement of HVAC equipment.



**Sherrill Engineering, Inc.**  
Consulting Mechanical Engineers  
2886 Geary Blvd., suite 205, San Francisco, CA 94118  
(415) 500-5548 sherrilleng@yahoo.com

## Rate Schedule

January, 2013

### HOURLY ETC. RATE SCHEDULE

January, 2013

Position	2013
	RATE
Principal Engineer	\$205
Senior Engineer	\$185
Project Engineer	\$175
Test Engineer	\$160
Project Manager	\$150
Senior Technician	\$135
Engineering Technician	\$120
Engineer In Training	\$105
Engineering Assistant	\$90
Administrative Assistant	\$55
Markup on Reimbursable Expenses	10%
Retainer (when applicable)	25%

Rates are subject to change without notice.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: CONTRACT AWARD TO DUTRA-CERRO-GRADEN INC.,  
FOR REAL ESTATE SERVICES FOR DISTRICT  
PROPERTY PURCHASES AND BUILDING LEASE

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for award of professional services contract to Dutra-Cerro-Graden, Inc., for real estate services needed for the purchase of Belvedere and Vacaville Annex sites as well as the lease of Georgia St. space in Vallejo. The consultant will provide project management services including coordination of all necessary appraisals, land surveys and building studies in preparation of Vacaville Annex and Belvedere site purchases and execution of Georgia St. lease agreement.

This contract is for a total fee of \$51,500.

*Government Code: Board Policy: Estimated Fiscal Impact: Measure Q Funds \$51,500*

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Leigh Sata  
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

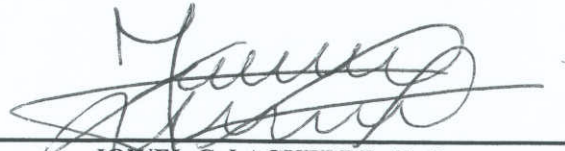
ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration  
ORGANIZATION

December 6, 2013  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

  
JOWEL C. LAGUERRE, Ph.D.  
Superintendent-President

December 6, 2013  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
Real Estate Planning and Coordination Services**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 18<sup>th</sup> day of December, 2013 by and between the Solano Community College District, ("District") and Dutra-Cerro-Graden Inc. ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Real Estate Planning and Coordination Services further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on December 19, 2013 and will diligently perform as required and complete performance by December 30, 2014, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>  X  </u>	Signed Agreement
<u>  X  </u>	Workers' Compensation Certification
<u>  X  </u>	Insurance Certificates and Endorsements
<u>  X  </u>	W-9 Form
<u>      </u>	Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Fifty One Thousand and Five Hundred Dollars, (\$51,500.00 ). District shall pay Consultant according to the following terms and conditions:
  - 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services to be produced is as follows:
    - 4.1.1. Belvedere Site: appraisal, land survey and wall study coordination of consultants and real estate project management services
    - 4.1.2. Vacaville Annex: appraisal and phase I consultants coordination and real estate project management services
    - 4.1.3. Georgia St.: lease agreement coordination services.
  - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices based on agreed upon coordination and project management services \$150.00 billing rate/hour. If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.
  - 4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred

by Consultant in performing services for District.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.:
8. **Performance of Services.**
  - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
  - 8.2. **Meetings.** Consultant and District agree to participate in regular project meetings to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
  - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
  - 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters

produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

## 12. Termination.

12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. **For Convenience by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's

notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

14. **Insurance.**

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates

indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the

Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
  - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District:**

**Solano Community College District**  
360 Campus Lane, Suite 201  
Fairfield, California 94534

ATTN: Leigh Sata

**Consultant:**

**Dutra-Cerro-Graden Inc.**  
7600 Dublin Blvd, Suite 275  
Dublin, CA 94568

ATTN: Landis L. Graden

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.



25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
29. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
31. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
34. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
35. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
36. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**Solano Community College District**

**Dutra-Cerro-Graden Inc.**

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

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

Print Name: JOWEL C. LAGUERRE, Ph.D.

Print Name: Landis L. Graden

Print Title: Superintendent-President

Print Title: Principal

**Information regarding Consultant:**

License No.:

:  
Employer Identification and/or  
Social Security Number

Address: Dutra-Cerro-Graden Inc.  
7600 Dublin Blvd, Suite 275  
Dublin, CA 94568

Telephone: 1-707-304-4340

Facsimile: 1-925-241-4183

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: California
- Limited Liability Company
- Other: \_\_\_\_\_

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.**

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

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

Name of Consultant: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant's entire Proposal is **not** made part of this Agreement. Consultant will provide real estate services for the purchase of Belvedere and Vacaville Annex sites as well as the lease of Georgia St. space in Vallejo. The consultant will provide project management services including coordination of all necessary appraisals, land surveys and building studies in preparation of Vacaville Annex and Belvedere site purchases and execution of Georgia St. lease agreement.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: CONTRACT AWARD TO DOVETAIL DECISION  
CONSULTANTS FOR FURNITURE AND EQUIPMENT  
COORDINATION SERVICES FOR BUILDING 600  
RENOVATION PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for award of professional services contract to Dovetail Decision Consultants for furniture and equipment planning and procurement coordination service for Building 600 (Administration) Renovation Project. Consultant will provide an assessment of overall space requirements for furniture and equipment, coordination of building power, data and audio visual requirements interface relative to furniture, guidance of selection of new furniture and equipment, coordination of vendor quotes, installation and punch-list management.

This contract is for a total fee of \$64,300.

*Government Code: Board Policy: Estimated Fiscal Impact: Measure G Funds \$64,300*

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Leigh Sata  
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

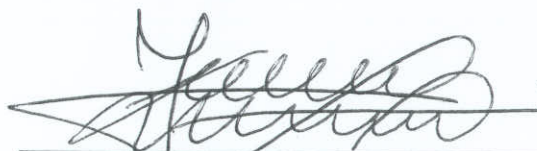
ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration  
ORGANIZATION

December 6, 2013  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

  
JEWEL C. LAGUERRE, Ph.D.  
Superintendent-President

December 6, 2013  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
Furniture, Fixtures and Equipment Coordination Services**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 18th day of December, 2013 by and between the Solano Community College District, ("District") and Dovetail Decision Consultants Inc. ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Furniture, Fixtures and Equipment Coordination Services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on June 1, 2013 and will diligently perform as required and complete performance by December 30, 2014, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>  X  </u>	Signed Agreement
<u>  X  </u>	Workers' Compensation Certification
<u>  X  </u>	Insurance Certificates and Endorsements
<u>  X  </u>	W-9 Form
<u>      </u>	Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Sixty Four Thousand and Three Hundred Dollars, (\$64,300.00 ). District shall pay Consultant according to the following terms and conditions:
  - 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services to be produced is as follows:
    - 4.1.1. Phase I – Planning Services
    - 4.1.2. Phase II – Implementation Services
  - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in consultant proposal. **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.
  - 4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.:
8. **Performance of Services.**
  - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
  - 8.2. **Meetings.** Consultant and District agree to participate in regular project meetings to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
  - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
  - 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used

without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Termination.**

12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. **For Convenience by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to



and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

14. **Insurance.**

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.**

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).**

Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and

approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

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limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

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22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
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**District:**

**Solano Community College District**  
C/O Kitchell CEM  
360 Campus Lane, Suite 203  
Fairfield, California 94534  
ATTN: Ines Zildzic

**Consultant:**

**DOVETAIL DECISION CONSULTANTS  
INC.**  
237 Crescent Road, Suite 4  
San Anselmo, CA 94960  
ATTN: Stephanie O'Brien

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and

agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
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36. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**Solano Community College District**

**DOVETAIL DECISION CONSULTANTS INC.**

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

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

Print Name: JOWEL C. LAGUERRE, Ph.D.

Print Name: Stephanie O'Brien

Print Title: Superintendent-President

Print Title: President

**Information regarding Consultant:**

License No.:

:  
Employer Identification and/or  
Social Security Number

Address: 237 Crescent Road, Suite 4  
San Anselmo, CA 94960

Telephone: 1-415-485-1192

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: California
- Limited Liability Company
- Other: \_\_\_\_\_

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.**

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

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

Name of Consultant: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

**\_EXHIBIT "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant's entire Proposal is **not** made part of this Agreement. Consultant will provide furniture, fixtures and equipment (FF&E) coordination services part of SCCD Building 600 Renovation Project. Consulting services shall include Phase I - Planning Services and Phase II - Implementation Services. Phase I - Planning Services shall include assessment of overall space requirements utilizing the architect's plans and programming with building users. The consultant will provide necessary guidance to District as part of furniture and equipment selection; prepare complete FF&E budget documents and space plans that will incorporate all needed conformations of data, power and AV interface relative to FF&E. The Consultant will coordinate and confirm vendor specifications. As part of Phase II - Implementation Services, the Consultant shall coordinate vendor's site verification prior to installation of furniture, coordinate all of vendor's quotes, track orders and coordinate deliveries. The consultant shall provide all punch-list management of new items and provide project-close out information including MSDS, Training Instructions and Reorder Information. Service exclusions are noted in the consultant proposal.

## **Dovetail Decision Consultants, Inc. 2013 Rate Sheet**

### **Staff:**

Principals	\$185.00 per hour
Vice Presidents	\$170.00 per hour
FF&E Coordination Project Managers	\$155.00 per hour
FF&E Coordination Support Staff	\$115.00 per hour
Administration	\$75.00 per hour

### **Expenses:**

Mileage to client, project team locations	Current IRS rates
All project related expenses	Cost plus 10%

Proposals for each request will be developed for each project to reflect a Not To Exceed basis.

Dovetail DCI reserves the right to increase rates on an annual basis.



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: CONTRACT AWARD TO TLCD ARCHITECTURE FOR  
LIBRARY BUILDING PROJECT STATE CHANCELLOR'S  
OFFICE SUBMITTAL AND PROGRAM SCOPE STUDIES  
PROFESSIONAL SERVICES

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for award of professional services contract to TLCD Architecture to provide Library Building Final Project Proposal (FPP) updates and to provide program scope studies for future buildings at the Fairfield Campus. Library Building Final Project Proposal update is a requirement by the State Chancellor's Office in order for the District to qualify for this project State funding. The Architect will update all necessary documents and submit for approval by the State. The Architect will also provide Concept Program Documents for future buildings in support of Measure Q bond planning efforts.

This contract is for a total fee of \$24,400.

*Government Code: Board Policy: Estimated Fiscal Impact: Measure Q Funds \$24,400*

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

Leigh Sata  
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

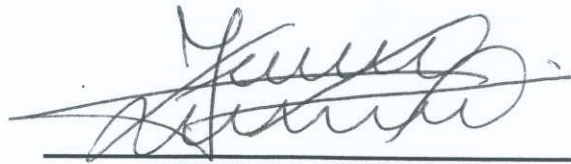
ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration  
ORGANIZATION

December 6, 2013  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



JOWEL C. LAGUERRE, Ph.D.  
Superintendent-President

December 6, 2013  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
Planning and Programming Services**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 18<sup>th</sup> day of December, 2013 by and between the Solano Community College District, ("District") and TLCD Architects ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Planning and Programming Services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on December 19, 2013 and will diligently perform as required and complete performance by June 1, 2014, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>  X  </u>	Signed Agreement
<u>  X  </u>	Workers' Compensation Certification
<u>  X  </u>	Insurance Certificates and Endorsements
<u>  X  </u>	W-9 Form
<u>      </u>	Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Twenty Four Thousand Four Hundred Dollars, (\$24,400.00 ). District shall pay Consultant according to the following terms and conditions:
  - 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services to be produced is as follows:
    - 4.1.1. Library Building Final Project Proposal (FPP) update per State Chancellor's Office 2013/2014 submittal requirements
    - 4.1.2. Draft Space Program Document for: Library/LRC, Math and Science Building, Career and Technical/Cosmetology Building
    - 4.1.3. Final Concept Program Document for Library/LRC, Math and Science Building, Career and Technical/Cosmetology Building
  - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.
  - 4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred

by Consultant in performing services for District.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.:
8. **Performance of Services.**
  - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
  - 8.2. **Meetings.** Consultant and District agree to participate in regular project meetings to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
  - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
  - 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters

produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

## 12. **Termination.**

12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. **For Convenience by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's

notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

14. **Insurance.**

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.**

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).**

Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates

indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the

Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
  - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District:**

**Solano Community College District**  
C/O Kitchell CEM  
360 Campus Lane, Suite 203  
Fairfield, California 94534

ATTN: Ines Zildzic

**Consultant:**

**TLCD Architecture**  
111 Santa Rosa Avenue, #300  
Santa Rosa, CA 95404

ATTN: Alan Butler, AIA

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
29. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
31. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
34. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
35. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
36. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.



Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**Solano Community College District**

**TLCD ARCHITECTURE**

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

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

Print Name: JOWEL C. LAGUERRE, Ph.D.

Print Name: Alan Butler, AIA

Print Title: Superintendent-President

Print Title: Principal

**Information regarding Consultant:**

License No.:

:  
Employer Identification and/or  
Social Security Number

Address: TLCD Architecture  
111 Santa Rosa Avenue, #300  
Santa Rosa, CA 95404

Telephone: 1-707-525-5600

Facsimile: 1-707-525-5616

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: California
- Limited Liability Company
- Other: \_\_\_\_\_

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.**

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

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

Name of Consultant: \_\_\_\_\_

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

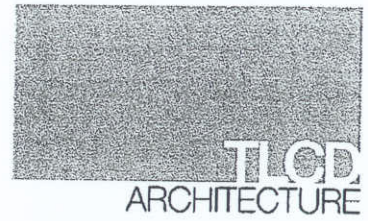
Print Name and Title: \_\_\_\_\_

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant's entire Proposal is **not** made part of this Agreement. Consultant will provide the following scope of services:

- A. *FPP Document Preparation for State Chancellor's Office Requested Update for Library Building Project, including:*
  - i. Revised JCAF31 space plan to proper coding, current facilities cost guidelines and new consolidated format
  - ii. Site Plan, Building Diagram and Concept Elevation drawings per State Chancellor's Office requirements.
  - iii. Update all necessary forms in State database, FUSION, and submit to the State Specialist no later than January 1, 2014.
  
- B. *Conceptual Programming for Three Buildings at the Fairfield Campus, Solano CCD:*
  - i. Buildings included are: Library, Math and Science Building, Career & Technical/Cosmetology Building
  - ii. Complete necessary research for current utilization of these buildings and provide comparable examples in other colleges.
  - iii. Two meetings with users, one meeting with District Executive Bonds Manager to verify current utilization, document shortfalls, determined probable program growth and future space needs, review first draft of concept program
  - iv. Meet with the key administrative stakeholders to review draft concept program
  - v. Provide final Concept Program Document



## SCHEDULE OF HOURLY RATES 2013

Clerical	\$70
Project Support	\$90
Designer	\$100
Assistant Interior Designer	\$100
Interior Designer	\$125
Project Captain	\$125
Senior Project Captain	\$135
Project Architect	\$135
Senior Interior Designer	\$140
Senior Project Architect	\$145
Project Manager	\$160
Associate Principal	\$175
Principal	\$200
Senior Principal	\$225

Rates are subject to change annually.

111 SANTA ROSA AVENUE, #300  
SANTA ROSA, CA 95404  
TEL 707.525.5600  
FAX 707.525.5616

WWW.TLCD.COM

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO JRDV ARCHITECTS FOR THE REVIEW OF DUE DILIGENCE MATERIAL TO PURCHASE PROPERTY TO SUPPORT THE COLLEGE AERONAUTICS PROGRAM AND TO PROVIDE PRELIMINARY PROGRAMMING**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Board approval is requested for award of professional services contract to JRDV Architects to provide review of Jimmy Doolittle Foundation provided due diligence materials that relate to the purchase of two parcels at the Nut Tree Airport site. The Consultant will provide a review of easement and land restrictions that are provided in the documents. The Consultant will also perform feasibility and scoping study for the Aeronautics program expansion at the Nut Tree Campus. The Consultant will complete a preliminary space needs program to assess the feasibility of this program location. The architect is uniquely qualified to perform this work for the District, having been hired by the Doolittle Foundation to design a vision for the new project. The District will benefit from the Architect's knowledge of the site and design – and subsequently, the fee is considered more competitive than an architect without knowledge of the due diligence documents and understanding of the initial program.

This contract is hourly and a not to exceed a total fee of \$25,200.

*Government Code: Board Policy: Estimated Fiscal Impact: Measure Q Funds \$25,200*

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

Leigh Sata  
Executive Bonds Manager

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

December 6, 2013  
**DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT**



**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent-President

December 6, 2013  
**DATE APPROVED BY SUPERINTENDENT-PRESIDENT**

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
(Architectural and Programming Services)**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 19th day of December, 2013 by and between the Solano Community College District, ("District") and JRDV Architects ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Architectural services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on December 19, 2013 and will diligently perform as required and complete performance by March 31, 2014, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>  X  </u>	Signed Agreement
<u>  X  </u>	Workers' Compensation Certification
<u>  X  </u>	Insurance Certificates and Endorsements
<u>  X  </u>	W-9 Form
<u>      </u>	Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement, and hourly fee not to exceed Twenty-Five Thousand, Two Hundred Dollars and 00/100 cents (\$25,200.00). District shall pay Consultant according to the following terms and conditions:
  - 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services to be produced is as follows:
    - 4.1.1. Produce due diligence report for work related to the Jimmy Doolittle Center project and property purchase.  
**Due: Not later than December 20, 2013**
    - 4.1.2. Initial and advance programming work related to the Aviation program at the Nut Tree airport in Vacaville, CA related to the Doolittle Center.  
**Due: Not later than March 31, 2014**
  - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.
  - 4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: