

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

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

EMPLOYMENT 2013-2014

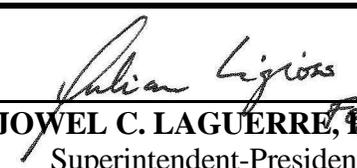
Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
TBA	Accounting Specialist II (Accounts payable) Range 14/1	TBA

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Claire Gover	From PT Administrative Assistant III to FT Administrative Assistant III, SHP&D	02/01/14
Leigh Anne Jones	From PT Administrative Assistant III, Liberal Arts/PT Reading/Writing Lab Tech to FT Administrative Assistant III, Liberal Arts, Range 13/6	02/01/14
Janet Leary	From Administrative Assistant IV, SHP&D to Administrative Assistant IV, School of Social and Behavioral Sciences Range 14/4	02/01/14

Bruce Petersen
AVP, Human Resources


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

February 7, 2014
Date Submitted

February 7, 2014
Date Approved

Change in Assignment (continued)

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Laura Scott	Purchasing Tech/Buyer to Purchasing Tech/Buyer (Bond)	03/01/14
Richard MacKenzie	From Adjunct Fire Technology to Temporary FT Fire Technology /Coordinator Instructor, Class 2/Step 10	01/09/14 – 05/31/14
Dawna Murphy	From Interim Accounting Specialist II (AP) to Accounting Specialist II (AP) Bond, Range 15/6 (Y-rate)	10/01/13

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
See attached list	Spring 2014 Adjunct Faculty		
Eileen Amick	Substitute Ex. Assist – HR	02/01/14 – 03/01/14	\$19.84 hr.
Phyllis Braaksma	Interim Executive Coordinator Superintendent-President's Ofc.	02/24/14 – 05/16/14	\$27.31 hr.
Kelley D. Cadungug	Instructional Assistant-Umoja	02/20/14 – 05/20/14	\$14.43 hr.
Katherine Cartwright	Research Analyst-HR	02/20/14 – 06/30/14	\$19.15 hr.
Laura Convento	Interim Business Operations Coordinator Finance and Administration	02/24/14 – 05/16/14	\$27.31 hr.
Bianca Curry	Office Assistant Financial Aid	01/13/14 – 06/30/14	\$ 9.60 hr.
Emily Doran	Assistant Volleyball Coach SHP&D	02/20/14 – 06/30/14	\$16.66 hr.
Jennifer Genis	Cosmetology Lab Assistant Applied Tech and Business	01/13/14 – 04/09/14	\$15.72 hr.
Melinda Grefeldia	Accounts Receivable Specialist I Fiscal Services	01/01/14 – 04/01/14	\$17.16 hr.
Lorenzo Hays-Phillips	Office Assistant Counseling	01/13/14 – 05/20/14	\$ 9.60 hr.
Rebecca LaCount	CTE Counselor-Workforce Training & Grants Management	01/14/14 – 02/28/14	\$58.59 hr.

Short-term/Temporary/Substitute (continued)

Rebecca LaCount	CTE Counselor-Workforce Training & Grants Management	03/01/14 – 06/30/14	\$58.59 hr.
Clitdell Long	Administrative Assistant III Social & Behavioral Sciences	01/13/14 – 03/13/14	\$17.92 hr.
Karen McCord	Kaiser VIP Program-Umoja	01/01/14 – 06/30/14	\$69.25 hr.
Karen McCord	ATT Aspire Program Manager	10/01/14 – 06/30/14	\$69.25 hr.
Ian McIver	Program Review-Academic Affairs	09/01/13 – 06/30/14	\$66.67 hr.
Tony Spears	On-Site Administrator, Baseball SHP&D	01/01/14 – 06/30/14	\$35.00 hr.
Ashlynn Stroud	Office Assistant-EOPS	12/12/13 – 06/30/14	\$ 9.60 hr.
Martha Vasquez	Cosmetology Lab Assistant	02/20/14 – 05/24/14	\$15.72 hr.
Karen Watson	English Lab Tech extra hours	01/27/14 – 06/30/14	\$25.56 hr.
Renee Worthy	Children's Program Assistant	07/01/13 – 06/30/14	\$19.53 hr.

Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Greg Begin	Workshop presenter Kinship Care Education	03/13/14 – 03/16/14	\$1120.00
Sherry Currie-Proctor	Workshop presenter Kinship Care Education	03/13/14 – 03/25/14	\$ 960.00
Jacqueline Jones	Workshop presenter Kinship Care Education	03/13/14 – 03/16/14	\$ 840.00
Kerry Pilley	Workshop presenter Kinship Care Education	03/04/14 – 03/26/14	\$1200.00
Noel Vargas	Workshop presenter Kinship Care Education	03/06/14 – 03/27/14	\$1140.00
Tyffany Wanberg	Workshop presenter Kinship Care Education	03/05/14 – 03/27/14	\$1980.00
Conner Watson	Lighting Design for Spring Theater Production	01/01/14 – 03/28/14	\$1000.00

GRATUITOUS SERVICE

<u>School/Department</u>	<u>Name</u>	<u>Assignment</u>
SHP&D	Dorian Alfaro	Assist with Dance Instruction, rehearsal, stage work, costumes and performance for Spring Dance show
Children's Program	Marc Bautista	Parent Volunteer
Children's Program	Pat Bracy	Parent Volunteer
Children's Program	Anna-Lisa Braganza	Parent Volunteer
Children's Program	Anna Castillo	Parent Volunteer
SHP&D	Kevin Chester	Assist with Swim Team
SHP&D	Juliet Farnsworth-Henry	Choreographer for Spring Dance show
Science	Mary Fong	Assist with lab set up, clean up and inventory
Children's Program	Cindy Hennis	Parent Volunteer
SHP&D	Angeline Lucia	Choreographer for Spring Dance show
Liberal Arts	Leslie Mackin	Assist with Silk screen printing class
SHP&D	Mischwa Murphy-McAdams	Choreographer/Dance Instructor for Spring Dance show
SHP&D	Alex Patting	Assist with Swim for Fitness class
SHP&D	Tony C. Spears	Assist the Athletic Director
Science	Jose Torres-Lopez	Assist with lab set up, clean up and inventory
Liberal Arts	Jessica Valera Robles	Assist with Silk screen printing class
Children's Program	Rebecca Ulloa-Villagrana	Parent Volunteer
Liberal Arts	Dylan Wyatt	Assist with Silk screen printing class
Children's Program	Michelle York	Parent Volunteer

RESIGNATIONS

<u>Name</u>	<u>Assignment</u>	<u>Date</u>
Bobby Jackson	Technology Specialist	02/03/14

RENEWAL OF FACULTY CONTRACTS

The following faculty have completed the first contract year and are recommended for a second contract pursuant to Education Code Section 87608:

Paul Hidy	School of Applied Technical and Business	(hire date 8/9/13)
Erin Craig	School of Health Sciences	(hire date 8/9/13)
Julia Kiss	School of Health Sciences	(hire date 8/9/13)
Valerie Ozsu	School of Health Sciences	(hire date 8/9/13)
Eric Bullis	School of Liberal Arts	(hire date 8/9/13)
Darsen Long	School of Liberal Arts	(hire date 8/9/13)
Rachel Smith	School of Liberal Arts	(hire date 8/9/13)
Michelle Smith	School of Mathematics and Science	(hire date 8/9/13)
Barbara Villatoro	School of Mathematics and Science	(hire date 8/9/13)
Christina Young	School of Mathematics and Science	(hire date 8/9/13)
Joel Powell	School of Social and Behavioral Sciences	(hire date 8/9/13)
Lauren Taylor-Hill	School of Social and Behavioral Sciences	(hire date 8/9/13)
Kamber St. Maria	Counseling and DSP	(hire date 8/2/13)

The following faculty have completed their second year, of their second contract, and are recommended for a third contract pursuant to Education Code Section 87608:

Catherine Cyr	School of Health Sciences	(hire date 8/08/12)
Isabel Anderson	School of Liberal Arts	(hire date 8/10/12)

The following faculty have completed their third year of their 3rd contract and no recommendation is necessary per Education Code Section 87609:

Jeffery Kissinger	School of Applied Technical and Business	(hire date 8/12/11)
Kevin Spoelstra	School of Applied Technical and Business	(hire date 8/12/11)
Daniel Ulrich	School of Applied Technical and Business	(hire date 8/12/11)

FACULTY	PT	COURSE
Abel, Sonja R		NURS
Abel-Quintero, Margaret M	*	SPAN
Accooe, Reynando J		CJ
Acosta, Tim		MUSC
Adams, Dorene L		NURS
Alexander, Charles W		RE
Allen, Darryl G	*	OVD
Allen, Matthew Dale		MATH
Alums, Rhuenette L		BUS
Alvarado, Thea S		SOC
Ambalal, Monica F		MUSC
Anderson, Isabel M	*	ENGL
Anderson, Kevin L	*	CIS
Anderson, Lisa M		COSM
Antoo, Adrian M		WATR
Aptekar, Rachel		BIOO
Asemota, Victor O		CHEM
Atwal, Gurpreet		ACCT
Avelar, Netzahuacotl		SOCS
Averett, Joyce E		NURS
Badtke, David		ENGL
Balsley, Samuel L		CHEM
Bandy, Barbara J		THEA
Barnes, Patti Kathleen		COSM
Basaran, Vasfi		CHEM
Bautista, Erwin A		BIOO
Baxter, Jean S		PLSC
Beasley, Angela E		COMM
Beaulieu, John P		LAB
Beckham, Shannon		ACCT
Berger, Jane L	*	LAB
Berrett, Debra	*	OCED
Berrett, Mark W	*	CIS
Bischof, Otto B		MATH
Blair, Emily	*	LAB
Bolton, Alison		BUS
Borchert, Matthew J	*	KINE
Bourdon, Ingeborg A	*	NUTR
Bowman, Stephan T		FIRE
Brewer, Kevin	*	MATH
Bright, Stephen E		SOC
Brightwell, Starcha Cook		ACCT

FACULTY	PT	COURSE
Brown, Bruce		PHOTO
Brunner, Theresa Lynn		ART
Buettner, Jill N		ENGL
Bullock, Campbell		SOC
Bundenthal, Thomas	*	PLSC
Burgess, D. Glenn	*	NURS
Bussewitz, Barry A		CDFS
Butler, Rebecca J		ACCT
Byrd, Shawn M		EMT
Byrn, Karl J		HIST
Cain, Ginger L	*	KINE
Cain, Peter		BUS
Callison, Kathleen J		CIS
Campbell, Jody		SOC
Cardinal, Jeffrey S	*	KINE
Carmichael, Elisabeth A		ENGL
Carney, Shawn M		DRFT
Carpenter, Dawn M		OT
Carter, Quentin R	*	L
Cary, Adrienne	*	CIS
Cattolica, Robert A		BIOO
Chen, Zhen		CIS
Chesler, P Gail		WATR
Clark, Katherine		BIOO
Cobene, Harold L	*	HUMN
Coburn, Frederick R	*	IT
Cole, Shaunice L		COSM
Collins, Christopher J		HIST
Conrad, Joseph F	*	MATH
Conrad, Kathleen M		CHEM
Cook, Karen S	*	DRFT
Corioso, Mark D		CJ
Coury, Carlene		ENGL
Cowee, Marion H	*	CDFS
Crandall-Bear, Dale	*	HIST
Craven, Elizabeth K		PHOTO
Croker, Garrett Matthew		ENGL
Cross, Lauren E		ANTH
Dambrosio, Annette	*	ENGL
Daniel, Carolyn F		NURS
Danielson, Richard E		WATR
Daugavietis, George		MATH

FACULTY	PT	COURSE
Davis, Todd S		ENGL
Davisson, Chad A		WATR
Dawson, Laurie		LAB
Dawson, Steven J		CJ
de La OSalas, Maria R		SPAN
Decker, Noah		BIOO
Dekloe, James D	*	BIOT
Delorenzo, Joseph A		THEA
Delos, Kate L		ART
Demartini, Dawna L		ENGL
Denham-Martin, Lynn C	*	NURS
Diehl, Sandra		HORT
Dominguez, Steven		WATR
Donovan, Sarah M	*	OVD
Dorcy, Margaret		NURS
Dorger, Samantha M		JOUR
Drayton, Frank S		FIRE
Duane, Erin E	*	L
Ducoing, Christine G	*	CHEM
Dudman, Matthew		BUS
Dwiggins-Beeler, Rachel A		COMM
East, Evangeline	*	COMM
Ellasces, Jennifer L		CJ
Engelbrecht, Arthur J		ENGL
Estes, Colleen H		ENGL
Esteve, Carlos M	*	MATH
Farahnak, Fereydoon		BIOO
Farmer, Erin D	*	ENGL
Federle, Steven J		ENGL
Feighner, Mark A	*	GEOL
Fink, Mark A		LR
Fioritto, Christopher J		MATH
Flatland, Marianne	*	COUN
Foult, Bradley D		DRFT
Fracisco, Marylou H	*	CIS
Fredrickson, Denina A		INTD
Freed, Elizabeth A		NURS
Fuchs, Ekaterina D		MATH
Fuller, Levi		WATR
Fuller, Ruth	*	LR
Gabbard, Mary B		NUTR
Galen, Ronald J		MUSC

FACULTY	PT	COURSE
Garnier, Michael J		BUS
Gelfand, Volodymyr		CHEM
Gerhart, Karen L		BIOO
Geyer, Anna L		CINA
Goesdasilva, Francisco		BIOO
Goldstein, Ronda S		LAB
Gompert, Gena E		HIST
Grant, Patrick G		CHEM
Gravelly, Steven R		ANTH
Grebmeier, Linda G		ART
Greene, Amanda L		COUN
Gregory, Sean A		MATH
Grube, Thomas E	*	MATH
Gumber, Rajinder S		WATR
Gumlia, Mary J	*	COUN
Gunby, Melissa S		ENGL
Gunther, Susanna E	*	OVD
Guyer, Rodney L		ART
Hamilton, Carol Mei-Ling		GEOL
Hannan, Zachary	*	PHYS
Harper, Sheperd N		FIRE
Harris, Richard		SOC
Harrow, Ronald A		MATH
Hawkes, Wayne		CHEM
Hefner-Gravink, Ann L		BIOO
Hernandez, Barbara Elisabeth		ENGL
Hernandez-Neil, Priscilla R		COUN
Higashi, John M	*	CHEM
Holland, Stephen L		MUSC
Hubbard, Leslie V	*	ACCT
Hudson, Kathryn E		ENGL
Hutton, Shennan L		HIST
Intintoli, Helen C		MUSC
Isip-Bautista, Maria X		SOC
Jacobsen, Ann P		ENGL
Jaimez, Theresa L	*	PSYC
Jansen, John E		FIRE
Jian, Alan S	*	MATH
Johnson, Tonmar	*	SOCS
Johnson, Tracey F		MATH
Jones, Michieal L		MATH
Jourgensen, Cynthia L		DRFT

FACULTY	PT	COURSE
Juarez, Larissa		ENGL
Juliano, Kristy L	*	MUSC
Kaeser, Richard A		MATH
Kargbo, Myra L		NURS
Karlen, Ron		FIRE
Kaur, Kiran	*	CHEM
Keener, Roger		WATR
Kenrick, Margaret		BIOO
Keyser, Glenn J		ENGL
Kielwasser, Alfred P		CINA
Killelea, Patricia		ENGL
Kirkbride, Corrine R	*	OVD
Klieman, Michael R		ESL
Knox, Katherine R		ACCT
Kolbe, Kevin T		CJ
Konecny, Nancy G	*	LAB
Kostal, Drew G		FIRE
Krueger, Lori E		BIOO
Kulasingam, George C		CHEM
Lamons-Raiford, Michele		LAB
Lane, Emily E		OT
Lantzy, Henry V		MATH
Lawson, Donna		LAB
Lee, William Grant		CIS
Livingston, Richard O		SOCS
Llana, Janet		SPAN
Lombard, Robert		MATH
Lomeli, Rosa E		COUN
Long, Darsen B	*	THEA
Long, James B		ENGL
Long, James H		BIOO
Lowe, Karen W		ENGL
Luce, Katherine V		LR
Lukehart, Tracy L		PHOTO
Lum, Rebecca		MATH
Lutz, Melanie P	*	PHYS
Mac Kenzie, Richard E		FIRE
Macmullen, James T		PHYS
Maghoney, Laura	*	ECON
Mahmood, Khalid		MATH
Marianetti, Noel		ESL
Mariani, Richard C		PHOTO

FACULTY	PT	COURSE
Marlow-Munoz, Lorna S	*	FREN
Martinelli, Willie J	*	OVD
Matthews, Shaw H		MATH
Mayes, Brooks R		AERO
Mazak, Scott		CINA
McBride, Christopher M	*	LAB
McBride, Dyan C		THEA
McCarthy, Jeanette E		CIS
McCord, Karen M	*	SOCS
McDonald, Cheryl A	*	COSM
McIlvery, Joana		HS
McIver, Ian		CINA
McLean, Matt		MUSC
McNeil-Jackson, Carmen		COUN
McReynolds, Gale D		COMM
Means, Joan		CDFS
Melkonyan, Gegham		MATH
Melter, Catherine L		NURS
Messina, Susan E		LAB
Mikolajcik, Walter		MUSC
Miller, Les W		FIRE
Mircheva, Marion		MATH
Modrich, Michael A		EMT
Molnar, Margherita	*	BIOO
Montanez, Robert L		CHEM
Moore, Rennee A	*	BIOO
Moore, Sandra Alena		SOCS
Moore, Todd B		FIRE
Muhaimin, Aaliyah		C510
Muick, Pamela C		BIOO
Nagle, John J	*	KINE
Nazarenko, Sydney		CDFS
Nelson, Frances J		L
Nordin, Sarah P	*	CJ
Nosce, Lily B		BIOO
Oare, John		CJ
Ogden, Carl H		BUS
Orosco-Woolworth, Narisa K		COUN
Ozibirinci, Purnur G		ENGL
Ozsu, Valerie J	*	NURS
Paeng, Seong J		SPAN
Pandone, Marc V	*	ART

FACULTY	PT	COURSE
Pansius, Deborah H		ENGL
Parini, Gregory J		BUS
Parrish, Scott L	*	KINE
Parrish, Stephanie S		TUTR
Paschal, Robert B	*	BIOO
Pearson-Bloom, Theresa L	*	HED
Pelletti, Michael A		PHIL
Pendleton, Robert W		ENGL
Perez, John Daniel		COMM
Perrone, Nickolas M		HIST
Petero, Ana P	*	COMM
Petersen, Philip S	*	ASTR
Pfitzner, Markus T		PHOTO
Phalen, Darren		COMM
Piper-Jefferson, Veronica A		HS
Pitzulo, Vincent C		MUSC
Podkolzina, Svetlana	*	MATH
Poff, Greg B	*	COMM
Powell, Joel J	*	PLSC
Preciado, Brian J		FIRE
Prime, Lynn F		L
Primer, Russell L.		CHEM
Pyle, David B		PLSC
Ramos, Kimberly Ruth		COUN
Raposa, Tim S		ANTH
Re, Edward B	*	BIOT
Reeve, Melissa M	*	LAB
Rhoads, Genele G	*	MATH
Rickgauer, Donald R		PSYC
Riddell, Bruce A		BIOO
Ritacca, Elisabeth Joy		HIST
Robertson, Randall J	*	MATH
Rodriguez, Hector		MATH
Roe, Candace T	*	COUN
Roggli, Kurt W		PHIL
Romero, Lisa C	*	NURS
Rotenberg, Sandra D	*	LR
Rubenstein, Abigail J		ART
Rutaganira, Thomas F		MATH
Ryan, Kelly		ENGL
Salanova-Diaz, Arieta		SPAN
Sanchez, Annabelle M		NURS

FACULTY	PT	COURSE
Sanderson, Raymond P		WELD
Santiago, Juan M		ART
Santiago, Maria E	*	CHEM
Saveri, Gabrielle I		JOUR
Schmall, Calvin		MATH
Schneider, Tracy L	*	ENGL
Schouten, Jonathan W	*	ENGL
Schwab, Gretchen		SPAN
Schwarz, Bill F		CIS
Scolari, Jennifer F		LR
Scott, Glenn P		MATH
Scott, Joshua R	*	ENGL
Sengmany, Kheck	*	MATH
Sharma, Neeta		CHEM
Sheehan, Pamela R		MATH
Sheehy, Michael		CHEM
Shlah, Zaid		ENGL
Sieminski, Slawomir		MATH
Silva-Attianese, Belinda T	*	COSM
Simpson, Mindy G		FIRE
Slaton, Lavonne		BUS
Sloan, Jeffrey T		CDFS
Smith, Derek B		MUSC
Smith, James F		WATR
Smith, Jeffrey R		ENGL
Smith, Jennifer L		MATH
Smith, Lani P		LR
Smith, Michelle L	*	BIOO
Smith, Randy W		ASTR
Smith, Sheila C		CDFS
Smith, Tasha R	*	CDFS
Smith-Rowsey, Daniel G		CINA
Sohi, Somayeh Mounesi		MATH
Soria Martin, Domingo G		MATH
Souza, Michael A		ENGL
Spindt, Carla M		THEA
Spoelstra, Kevin J	*	AERO
Staffero, Linda		BIOO
Starbuck, Brenda M		NURS
Stevens, Vesta		NURS
Stevens, Vesta		NURS
Stevenson, Christina L		ENGL

FACULTY	PT	COURSE
Steuer, Sharyn J	*	ENGL
Stone, Antoinette		PHYS
Stover, Scott E	*	HED
Strickland, Joanne L		CIS
Struntz, Wolfgang D		COUN
Sturgeon, Lawrence E		MATH
Subramanian, Mani N		CHEM
Sumner, Alena K		KINE
Swindle, Renee		ENGL
Tanaka, James H		KINE
Taylor, Mark	*	CIS
Tedone, Diana C		LR
Thomas, Alysia D		BIOO
Thomas, Gene M	*	BIOO
Thomas, Lia S		LR
Thompson, Steven D		MUSC
Tovar, Julie C		ENGL
Tow, Larry S		ACR
Turney, Nicholas S		COMM
Twitchell, Keith I		CJ
Urrutia, John T	*	CIS
Valch, Mary A		MATH
Valentino, Rebecca A		THEA
Valenzuela, Joe		CJ
Verarde, Christie		CDFS
Villatoro, Barbara R	*	OVD
Vinet, Emile		TV
Vogelpohl, John P		ENGL
Wadenius, Adam P		CINA
Wai, Newton Y		MATH
Wallace, Joan L		COUN
Watkins, Thomas D	*	BUS
Webster, Vincent A		FIRE
White, Tracie L		COUN
Whitesell, Janene C	*	ART
Widemann, Danielle C	*	GEOG
Wikkeling-Miller, Curley M		COSM
Williams, Darla R	*	HED
Williams, Kenneth W		HORT
Williamson, Stephanie S		PHOTO
Wilson, Felipe L		IR
Winistorfer, Richard		CJ

FACULTY	PT	COURSE
Word, James M	*	BIOO
Wright, Richard A		ENGL
Wylie, Earl T		CIS
Wyly, Michael J	*	ENGL
Yablon, Monique R		NURS
Yandulov, Dmitry V		CHEM
Young, Maria Cristina	*	BIOO
Zafer, Michael A		WATR
Zak, Ronald A	*	PHOTO
Zhiv, Dmitriy		MATH
Zichichi, Michael J		FIRE
Zidek, Albert F		PHOTO
Zimmerman, John E		EMT
Zolfarelli, Paul J		WATR

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

TO: **Members of the Governing Board**

SUBJECT: **WARRANT LISTINGS**

REQUESTED ACTION: **APPROVAL**

SUMMARY:

1/07/2014	Vendor Payment	2511051429-2511051430	\$3,636.93
1/07/2014	Vendor Payment	2511051431-2511051490	\$713,248.78
1/14/2014	Vendor Payment	2511051499-2511051606	\$344,115.67
1/14/2014	Vendor Payment	2511051491	\$263.46
1/14/2014	Vendor Payment	2511051492-2511051498	\$114,089.25
1/16/2014	Vendor Payment	2511051607-2511051829	\$49,855.35
1/21/2014	Vendor Payment	2511051830-251051831	\$3,343.95
1/21/2014	Vendor Payment	2511051832-2511051898	\$146,197.88
1/27/2014	Vendor Payment	2511051899	\$23,917.33
1/27/2014	Vendor Payment	2511051900-2511051998	\$178,636.55
1/28/2014	Vendor Payment	2511051999-2511052012	\$92,630.85
1/28/2014	Vendor Payment	2511052013-2511052087	\$178,285.81
1/31/2014	Vendor Payment	2511052088-2511052012	\$92,630.85
2/04/2014	Vendor Payment	2511052376-2511052384	\$19,773.78
2/04/2014	Vendor Payment	2511052385-2511052361	<u>\$609,720.15</u>
		TOTAL	\$2,570,346.59

Copies of the Warrant Listings are available online at 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.

<i>Government Code:</i> ECS 70902 & 81656	<i>Board Policy:</i> 3240	<i>Estimated Fiscal Impact:</i> \$2,570,346.59
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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

February 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 7, 2014

**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

PERSONAL SERVICES AGREEMENTS

Finance and Administration
Yulian I. Ligioso, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Frederick Scott Paulin	Serve as Interim Campus Chief of Police	January 1, 2014 – June 30, 2014 (or until a Sheriff's Manager is assigned, whichever is first)	Not to exceed \$64,100.00

Academic Affairs
Diane White, Interim Vice President

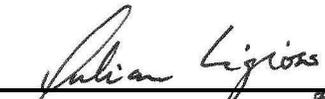
Always Prepared CPR	Provide class materials, equipment, certification cards and training for 10 students. Two classes total.	March 15, 2014 – March 16, 2014	Not to exceed \$1400.00
Always Prepared CPR	Provide class materials, equipment, certification cards and training for 10 students.	May 21, 2014	Not to exceed \$700.00

Yulian I. Ligioso

Vice President, Finance & Administration

February 7, 2014

Date Submitted


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

February 7, 2014

Date Approved

Financial Aid Office
Robin Darcangelo, Responsible Manager

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Brittany Benefield	Provide Financial Aid services and resource options to students at Solano Community College.	February 1, 2014 – June 30, 2014	Not to exceed \$18,000.00

Outreach & Public Relations
Shemila Johnson, Responsible Manager

Kelley Cortright	Provide translation services for the International Program	January 21, 2014 – February 21, 2014	Not to exceed \$300.00
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Small Business Sector Navigator
Charles Eason, Director

Dr. Michael Aubry	Conduct Small Business Sector Knowledge Communities Conveners activities	February 20, 2014 – June 30, 2014	Not to exceed \$2000.00
Roietta Fulgham	Conduct Small Business Sector Knowledge Communities Conveners activities	February 20, 2014 – June 30, 2014	Not to exceed \$2000.00
Robin Hart	Conduct Small Business Sector Knowledge Communities Conveners activities	February 20, 2014 – June 30, 2014	Not to exceed \$2000.00
Carolyn E. Johnson	Conduct Small Business Sector Knowledge Communities Conveners activities	February 20, 2014 – June 30, 2014	Not to exceed \$2000.00
Amelia Schulz	Conduct Small Business Sector Knowledge Communities Conveners activities	February 20, 2014 – June 30, 2014	Not to exceed \$2000.00

Small Business Sector Navigator
Charles Eason, Director (Cont.'d)

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Odemaris Valdivia	Conduct Small Business Sector Knowledge Communities Conveners activities	February 20, 2014 – June 30, 2014	Not to exceed \$2000.00
Lale Yurtseven	Conduct Small Business Sector Knowledge Communities Conveners activities	February 20, 2014 – June 30, 2014	Not to exceed \$2000.00

Student Services
Shirley Lewis, Dean

Allen Fleming	Consultant for the Trailblazers Mentoring Program at Solano Community College	February 20, 2014 – June 30, 2014	Not to exceed \$8000.00
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Workforce Training and Grants Management
Deborah Mann, Director

Green Tech Education & Employment	Provide Solar Case instruction in partnership with SCCD and Solano County Office of Education	February 6, 2014 – February 28, 2014	Not to exceed \$10,000.00
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SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RENEWAL OF AGREEMENT WITH SCHOOL SERVICES OF CALIFORNIA, INC.

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to renew the agreement with School Services of California, Inc., for assistance with issues regarding community college finance, legislation, budgeting, capital outlay, and general fiscal issues in the amount of \$3,420.

The agreement shall be for the period of one year, beginning February 1, 2014, terminating January 31, 2015.

A copy of the agreement is attached for review.

Government Code: GC Section 53060 Board Policy: 3225 Estimated Fiscal Impact: \$3,420

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

February 7, 2014

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT


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

February 7, 2014

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

AGREEMENT FOR SPECIAL SERVICES
Community College Update Services

This is an agreement between the **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “Client,” and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as “Consultant,” entered into as of February 1, 2014.

WHEREAS, the Client needs assistance regarding issues of community college finance, legislation, budgeting, capital outlay, and general fiscal issues; and

WHEREAS, SCHOOL SERVICES OF CALIFORNIA, INC., is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

1. Consultant agrees to perform such duties relating to issues of community college finance, including:
 - a. Delivery of one copy of each edition of the *Community College Update* containing information on issues of community college finance, budgets or practices that impact community college district fiscal policies.
 - b. The option to the Client of receiving information on Consultant's Internet website regarding major community college fiscal issues.
 - c. Review and analysis of all major legislative bills that have an impact on community colleges, and that, therefore, are within the Client's area of interest.
 - d. A “quick query” service to provide telephone or email responses to specific fiscal and policy questions of the Client submitted by telephone, email, or on Consultant’s internet website.
 - e. Monitor meetings held by the Chancellor's Office, Board of Governors, and other such organizations, and provide the Client with appropriate updates from these meetings.
2. The Consultant shall provide the Client with services as requested to a total of fifteen (15) direct service hours in a 12-month period at no additional cost beyond the annual fee.
3. The Client agrees to pay Consultant for services rendered under this agreement:
 - a. \$3,420 annually, plus expenses, or payable in equal installments of \$285 per month, plus expenses, for the services listed in Items 1 and 2 above, upon billing from the Consultant.

- b. For all requested services in excess of fifteen (15) direct service hours as indicated in Item 3 above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply.
 - c. "Expenses" are defined as actual out-of-pocket expenses such as travel, meals, shipping, and duplication (other than for one copy of the *Community College Update*).
4. This agreement shall be for the period of one (1) year, beginning February 1, 2014, and shall be automatically renewed each subsequent year. This agreement may be terminated by either party at any time on thirty (30) days' written notice. The Client shall be liable for any costs accrued to date of cancellation.
 5. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as indicated below:

BY: _____

DATE: _____

Solano Community College District

BY:  _____

DATE: December 17, 2103

SHEILA VICKERS
 Vice President
 School Services of California, Inc.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION NO. 13/14-15 DESIGNATION AND DISPOSAL/DISPOSITION OF DISTRICT SURPLUS EQUIPMENT AND PROPERTY

REQUESTED ACTION: APPROVAL

SUMMARY:

Recommending approval to dispose of 30 of Dell Model OP745 computers as outlined in California Education Code (Section(s) 81450-81460). The computers are unsatisfactory for retention and not suitable for school use. They will be donated to the Fairfield-Suisun Unified School District.

Staff will be present at this meeting to answer any questions.

<i>Government Code: 81450-81460</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$ N/A</i>
SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
Dwight Calloway, Director Facilities Department		
PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94345		
ADDRESS		
707-864-7000		
TELEPHONE NUMBER		
Maintenance & Operations		
ORGANIZATION		
February 7, 2014		
DATE SUBMITTED TO		
	 JOWEL C. LAGUERRE, Ph.D. Superintendent-President	
	February 7, 2014	
	DATE APPROVED BY	
	SUPERINTENDENT-PRESIDENT	

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**DESIGNATION AND DISPOSAL/DISPOSITION OF
SURPLUS EQUIPMENT AND PROPERTY**

RESOLUTION NO. 13/14-15

WHEREAS, The California Education Code (Section(s) 81450-81460) outlines the process and restrictions for disposal of surplus items, and specifically provides that if the Governing Board of the Solano Community College District, by a unanimous vote of those members present, finds that the property, whether one or more items, is unsatisfactory and/or not suitable for school use, the property may be sold at public auction or otherwise disposed of in accordance with the provisions of E.C. Section 81450; and

WHEREAS, The Governing Board of the Solano Community College District has determined that the personal property, described as Dell Model OP745 computers, is unsatisfactory for retention and not suitable for school use; now therefore be it

RESOLVED, the Director of Facilities, with the approval of the Superintendent/President, is authorized to donate said property to the Fairfield-Suisun Unified School District.

PASSED AND ADOPTED, This 19th day of February 2014, by the Governing Board of the Solano Community College District.

PAM KEITH, PRESIDENT
BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
SECRETARY



Fairfield-Suisun Unified School District

Technology Support Services

2490 Hilborn Road, Fairfield, CA 94534

(707) 399-1200 || www.fsusd.org

GOVERNING BOARD

PERRY W. POLK
Board President

DAVID C. ISOM
President-Elect

JUDI HONEYCHURCH
Clerk

DAVE GAUT

KATHY MARIANNO

PAT SHAMANSKY

JOHN SILVA

ADMINISTRATION

KRIS COREY
Superintendent

KELLY MORGAN
*Assistant Superintendent of
Business Services*

TIM GOREE
*Director of Technology
Support Services*

TO: Solano Community College
Jowel Laguerre, President
Roger Clague, Chief Technology Officer

CC: Monica Brown, SCC Trustee and FSUSD Teacher

FROM: Fairfield-Suisun Unified School District
Kris Corey, Superintendent
Tim Goree, Director of Technology Support Services

RE: Future Computer Donations from SCC to FSUSD

Dear Jowel,

In recent conversations with Roger Clague, the topic of excess desktop computers at Solano Community College came up, and after reviewing the specifications of those computers, the Fairfield-Suisun Unified School District would like to request that those excess desktop computers be donated to our organization.

The specifications of these computers are as follows:

- Dual Core Pentium D
- 2-4 GB Ram
- 300 GB HD
- Flat Panel Monitors
- Use of the original Windows licenses

Roger Clague requested that we keep the desktop background of the donated computers with the Solano Community College logo on it, and we agreed that we would.

We would like to thank Monica Brown for raising this as a need for our schools and encouraging the donation of the computer equipment. Green Valley Middle School has a great need for computers to use in support of the Smarter Balanced Assessments and Common Core instruction, and we will seek to place the first donation of computers at that school.

Sincerely,

Handwritten signature of Kris Corey in black ink.

Kris Corey, Superintendent

Handwritten signature of Tim Goree in black ink.

Tim Goree, Director of Technology Services

AGENDA ITEM 7. (g)
MEETING DATE Feb 19, 2014

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

TO: Members of the Governing Board
**SUBJECT: RESOLUTION NO. 13/14-16 DISTRICT AUTHORIZED
SIGNATURES SIGNING AUTHORITY**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to change District authorized signatures per the following official signature form and Resolution No. 13/14-16.

Government Code: N/A Board Policy: Estimated Fiscal Impact: N/A

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

Yulian I. 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

February 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 7, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE SIGNATURES ON
OFFICIAL FINANCIAL DOCUMENTS**

RESOLUTION NO. 13/14-16

WHEREAS, In accordance with Education Code Sections 85232 and 85233, the Governing Board shall be responsible for authorizing a person or persons to sign official documents in its name and for filing the verified signature of such person or persons with the County Superintendent of Schools; now therefore be it

RESOLVED, That the authorized signatures for all official financial documents of the Governing Board of Solano Community College District including: journal entries, deposit permits, warrant register listing "Form 50," payroll deduction certification summary, retirement detail/summary reconciliation form, payroll pre-lists, and accounts payable transmittal forms, shall be any one of the following:

PAM KEITH
BOARD PRESIDENT

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

YULIAN I. LIGIOSO
VICE PRESIDENT, FINANCE AND ADMINISTRATION

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SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

RESOLUTION TO AUTHORIZE SIGNATURES ON
OFFICIAL FINANCIAL DOCUMENTS

RESOLUTION NO. 13/14-16

(Continuing – Page 2)

DIANE WHITE

INTERIM VICE PRESIDENT, ACADEMIC AFFAIRS

BRUCE PETERSEN

ASSOCIATE VICE PRESIDENT, HUMAN RESOURCES

LEIGH SATA

EXECUTIVE BONDS MANAGER

PATRICK KILLINGSWORTH

DIRECTOR, FISCAL SERVICES

JUDY YU

ACCOUNTING MANAGER, FISCAL SERVICES

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE SIGNATURES ON
OFFICIAL FINANCIAL DOCUMENTS**

RESOLUTION NO. 13/14-16

(Continuing – Page 3)

PASSED AND ADOPTED this 19th day of February 2014 by the Governing Board of the
Solano Community College District.

PAM KEITH

BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D.

SECRETARY

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

TO: Members of the Governing Board

SUBJECT: AMENDED RENEWAL OF CHILDREN’S PROGRAMS
CONTRACT – CCTR-3303

REQUESTED ACTION: APPROVAL

SUMMARY:

This amended renewal agreement with the state of California, dated July 1, 2013, designated as number CCTR-3303, General Child Development Program, Project Number 48-7055-00-3, shall be funded at a maximum reimbursable amount of \$232,491, replacing the original contract amount of \$226,857.00.

The contract is effective from July 1, 2013 through June 30, 2014 for 191 days of child enrollment at a daily rate not to exceed \$34.38 per child.

Copies of the full agreement are in the Office of the Superintendent/President, Office of Finance and Administration, and the Office of the Director of Children’s Programs.

<i>Government Code:81655</i>	<i>Board Policy:3520</i>	<i>Estimated Fiscal Impact: \$232,491.00</i>
SUPERINTENDENT’S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
<hr/> Christie Speck, Director Children’s Programs <hr/> PRESENTER’S NAME		
<hr/> 4000 Suisun Valley Road Fairfield, CA 94534 <hr/> ADDRESS		
<hr/> (707) 864-7183 <hr/> TELEPHONE NUMBER		
<hr/> Academic & Student Affairs <hr/> ORGANIZATION		
<hr/> February 7, 2014 <hr/> DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		
		<div style="text-align: right;"></div> <hr/> JOWEL C. LAGUERRE, Ph.D. Superintendent-President
		<hr/> February 7, 2014 <hr/> DATE APPROVED BY SUPERINTENDENT-PRESIDENT

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2013-14.

RESOLUTION

BE IT RESOLVED that the Governing Board of Solano Community College District

authorizes entering into local agreement number/s CTR-3303 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
<u>Jornel C. Laquerre, Ph.D.</u>	<u>Superintendent President</u>	

PASSED AND ADOPTED THIS _____ day of _____ 2013-14, by the Governing Board of Solano Community College District of Solano County, California.

I, _____, Clerk of the Governing Board of Solano Community College Dist., of Solano County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a _____ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 13 - 14

Amendment 01

DATE: July 01, 2013

CONTRACT NUMBER: CCTR-3303

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 48-7055-00-3

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
Increase (AB 110)

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2013 designated as number CCTR-3303, shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$226,857.00 and inserting \$232,491.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$34.38. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 6,599.0 and inserting 6,762.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 191. (No change)

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

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING <i>Jonel C. Laguerre, Ph.D., Superintendent President</i>			
TITLE Contracts, Purchasing & Conference Services		ADDRESS <i>4000 Guisun Valley Rd., Fairfield, CA 94534</i>			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 5,634	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 226,857	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 232,491	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-3303

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 117	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 74,602	(OPTIONAL USE)0656 13609-7055	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 74,719	ITEM 30.10.020.001 6110-194-0890	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -5,442	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 41,083	(OPTIONAL USE)0656 15136-7055	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 35,641	ITEM 30.10.020.001 6110-194-0890	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 10,959	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 111,172	(OPTIONAL USE)0656 23254-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 122,131	ITEM 30.10.020.001 6110-194-0001	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE SCC - Page 28 of 331	

**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 *revised* 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 a 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 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 BOT</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: None</i>
<i>2013-14 Goal: Access and Success</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

Academic & Student Affairs

ORGANIZATION

February 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 7, 2014

**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 March 1, 2014.

RECITALS

- A. *DSH-V* is 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. Students in this training program are in attendance for educational purposes and such students are not employees of the agency for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers compensation insurance pursuant to the provisions of Exhibit 2, attached, incorporated. *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. *DSH-V* 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 ensure 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 *DSH-V* for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

6. INDEMNIFICATION

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.

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 Two Million Dollars (\$2,000,000) 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 Exhibits, 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. 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.
- H. 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

- I. The parties agree that the terms of Exhibits 1-3 are part of this agreement and that the provisions of Exhibit 2 shall supersede and control the provisions of the Agreement in the event of a conflict or inconsistency in the terms.
- 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.

- M. 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.

- N. 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: REVISED CLINICAL EXPERIENCE AGREEMENT
BETWEEN SOLANO COMMUNITY COLLEGE
DISTRICT AND VACAVILLE CONVALESCENT
AND REHABILITATION CENTER, VACAVILLE,
CALIFORNIA**

REQUESTED ACTION: APPROVAL

SUMMARY:

A revised 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 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.

<i>Government Code: CCR 1427</i> <i>BOT 2013-14Goals: #3</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$ N/A</i>
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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 & Student Affairs

ORGANIZATION

February 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 7, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **Vacaville Convalescent and Rehabilitation Center** (hereinafter known as *FACILITY*) 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 January 15, 2014.

RECITALS

- A. *FACILITY* 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 *FACILITY*'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 for a period of two years.

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

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

2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *FACILITY* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number, driver's license number and social security number, prior to the beginning of the planned clinical experience.
- B. Schedule of Assignments. The student to faculty ratio shall not exceed 15 to 1 per rotation. *SCHOOL* shall notify the *FACILITY* 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 *FACILITY* 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 *FACILITY*.
- F. Supervision. *SCHOOL* shall provide immediate and direct supervision of all instruction and clinical experiences for students assigned to the *FACILITY*.
- G. Health and Background Policy. *SCHOOL* shall provide *FACILITY*, prior to a student's arrival at the *FACILITY*, with proof of immunity, physical examination, TB skin test and criminal background screening consistent with *FACILITY* employee health policy and notify the *FACILITY* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *FACILITY* would be placed at risk if treated by a particular student, *FACILITY* reserves the right to refuse to allow such student to participate in the clinical experience at *FACILITY*.
- 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 *FACILITY*.
 - 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) Students will adhere to *FACILITY's* established performance and dress standards and will wear name badges identifying themselves as students.
 - 7) Attending an orientation of the *FACILITY* provided by its staff and instructors.
 - 8) Providing services to the *FACILITY's* patients under the direct supervision of a faculty provided by *SCHOOL* or *FACILITY*-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 *FACILITY* harmless from all liability and responsibilities therefore.

3. FACILITY'S RESPONSIBILITIES

- A. Clinical Experience. *FACILITY* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program.
- B. FACILITY Designee. *FACILITY* shall designate a member of *FACILITY's* staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program, including orientation. Facility staff may not be used to proctor, shadow or teach program students.
- C. Access to Facilities. *FACILITY* shall permit students enrolled in the Program access to *FACILITY* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *FACILITY*. Facilities include space for clinical conferences and access to *FACILITY's* Medical Library.

- D. Withdrawal of Students. *FACILITY* may request *SCHOOL* to withdraw from the Program any student who *FACILITY* determines is not performing satisfactorily, or who refuses to follow *FACILITY*'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 *FACILITY* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *FACILITY* 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. *FACILITY* 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, *FACILITY* 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. *FACILITY* shall provide staff adequate in number and quality to insure safe and continuous health care services to patients. Nursing staff will not be decreased because students are assigned to the facility. Student shall perform in a training capacity only and shall not be utilized to provide patient care in lieu of trained professionals employed by the *FACILITY*.

- G. *FACILITY* must be in good standing with the Centers for Medicare and Medicaid Services (CMS) and not have any training enforcement restrictions.

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

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

5. STATUS OF SCHOOL AND FACILITY

It is expressly agreed and understood by *SCHOOL* and *FACILITY* that students under this Program are in attendance for educational purposes, and such students are not considered employees of *FACILITY* 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, *FACILITY* 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. *FACILITY* 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 *FACILITY*, 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 *FACILITY* against liability arising from or incident to the use and operation of the *FACILITY* by the *SCHOOL*'s students and naming *FACILITY* 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 *FACILITY* 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 *FACILITY* of the cancellation of such insurance. The *SCHOOL* shall promptly notify the *FACILITY* of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for two (2) years thereafter or until terminated by either party in accordance with Section 8C.

B. 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 60 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.

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.

- H. 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.
- I. 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.
- J. 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.
- K. Compliance with Law and Regulatory Agencies. *FACILITY* and *SCHOOL* shall comply with all applicable provisions of local, state and federal laws and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *FACILITY*; (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 *FACILITY*. 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 *FACILITY*, its Medical Staff and Medical Staff departments.

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

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

1. 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:

Notice to the *FACILITY*:

Joe Nicoli Administrator

Vacaville Convalescent and Rehabilitation Center

585 Nut Tree Court

Vacaville, CA 95687

Telephone: (707) 449-8000

Fax: (707) 449-4166

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

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.

FACILITY

SCHOOL

Vacaville Convalescent and Rehabilitation Center

Solano Community College

By: _____

By: _____

Jowel C. Laguerre, Ph.D.

Title: _____

Title: _____

Superintendent/President

Date: _____

Date: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PROPOSED NEW JOB DESCRIPTION –
ATHLETIC DIRECTOR
REQUESTED ACTION: APPROVAL

SUMMARY

As a result of the School of Human Performance and Development being reorganized, a new job description was created. The Athletic Director will be placed on Range 43 of the 2013-14 ALG Salary Schedule.

We are requesting the Governing Board approve this job description.

Government Code: 88001, 88009, 880013 Board Policy: 4720 Estimated Fiscal Impact: Unknown

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Bruce Petersen, Associate Vice President
Human Resources

PRESENTER'S NAME

360 Campus Lane, 201
Fairfield, CA 94534

ADDRESS

707 864-7263

TELEPHONE NUMBER

Administration
ORGANIZATION

February 7, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 7, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Solano Community College District

CLASS SPECIFICATION

CLASS TITLE: ATHLETIC DIRECTOR (Educational Administrator)

BASIC FUNCTION

The Athletic Director shall be directly responsible to the Chief Student Services Officer. The Athletic Director is responsible for providing the overall leadership and management of the intercollegiate athletics program and compliance of the Title IX within the laws, policies, procedures, and guidelines established by Solano Community College, the Bay Valley Conference, the California Commission on Athletics (CCCAA), the California Community College Athletic Trainers (CCCATA), and the National Collegiate Athletic Association (NCAA).

DISTINGUISHING CHARACTERISTICS

DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities include the following. Other job-related duties may be assigned.

- Supervise, plan, develop and implement innovative programs for the intercollegiate athletic program.
- Plan, organize, control and direct District intercollegiate activities and the sports medicine center.
- Assure continuity, equity, and compliance with all sports offerings, including preparation of appropriate national, state, and local reports related to athletics, including Equity in Athletics Disclosure Act, Title IX compliance and CCCAA Form R4, as well as any other related conference or college program reviews.
- Facilitate strategic planning processes in areas of responsibility and the preparation of the College educational master plan.
- Provide administrative support to direct and evaluate employees in the area of responsibility.
- Plan, develop, coordinate, and implement fund-raising activities necessary to supplement general fund resources and serve on the Athletics Committee of the College's Foundation.
- Participate in effective selection procedures to recommend athletic coaches, and staff in accordance with District and College policies and procedures.
- Recommend for hire, supervise, and evaluate head coaches, assistant coaches, athletic training personnel, office staff, sports information specialists, or other personnel associated with athletics. Coordinate all personnel matters with Human Resources.
- Assess community needs and develop partnerships and other collaborative relationships with business/industry, government agencies, high schools, colleges, universities, and other entities.
- Manage and coordinate all home and off-site athletics events, including the preparation of facilities, athletic training, equipment, officials, game personnel, and transportation for men and women intercollegiate athletics. (Example: trainers, announcers, timers, public address, ticket sellers, security, concessions, etc.).
- Plan, develop, and manage operational department budget allocations and monitor department expenses in a fiscally responsible manner.
- Develop, allocate and monitor the general fund and Associated Student Body budgets associated with athletic teams. Assist coaches with budgetary compliance. Approve and direct the purchase of equipment, supplies, and materials related to athletic programs.

- Integrate the role of intercollegiate athletics with the College's mission and instructional programs by maintaining academically and ethically sound operations.
- Serve as marketing director for the athletics programs. Act as primary media contact for Athletics. Develop and implement an effective marketing and promotions program, including advertisement solicitation and coordination of the production of sports program publicity materials.
- Represent the College with the Bay Valley Conference, the California Commission on Athletics, athletics programs to the community, service area high schools, and other organizations.
- Conduct regular meetings and training to promote strict adherence to conference and State athletic rules, regulations, and codes.
- Attend league and conference meetings; maintain currency of state and conference decisions, and effectively communicate decisions to the coaching staff.
- Prepare local and state reports and coordinate program review.
- Coordinate the activities and functions of intercollegiate athletics with the responsible educational administrator, Director of Facilities, and other College staff as appropriate.
- Participate with appropriate booster groups, student groups, community groups, and college committees.
- This position will include assignments at off-campus sites, days, and evening, or weekends.
- Perform other duties as assigned.

MINIMUM QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Athletic, teaching, and/or coaching at a community college.
- Two years of recent experience directing, coordinating, and administering college, high school, or community sports programs.
- Experience promoting athletic programs.
- Knowledge of the laws, rules, regulations, and codes associated with community college athletic programs.
- Experience developing, allocating, and monitoring budgets associated with athletic programs.
- Ability to challenge and motivate staff.
- Knowledge of operations, services and activities of an intercollegiate program.
- Knowledge of methods and techniques of leadership and management.
- Knowledge of public relations principles and techniques.
- Knowledge of interpersonal skills using tact, patience and courtesy.

- Willingness to commit to shared governance, consensus building, and a team approach to management.
- Experience supervising and evaluating personnel
- Ability to analyze and assess programs, policies, and operational needs and make appropriate adjustments.
- Ability to develop, coordinate and manage programs and services to meet the District's goals and objectives.
- Ability to identify and respond to sensitive organizational issues, concerns and needs.
- Evidence of an ability to communicate effectively, both orally and in writing, with a wide range of constituencies.
- Ability to utilize computers and other forms of advanced technology.

EDUCATION AND EXPERIENCE

- Master's Degree from an accredited college, university, preferably in physical education, kinesiology, recreation, or athletic administration or equivalent.
- Three to five years of full-time experience in teaching, athletics, and/or administration, including at least three years of leadership experience reasonably related to the administrative assignment or equivalent.
- Demonstrated sensitivity to and understanding of the diverse academic socioeconomic culture, ethnic, and disability backgrounds of community college students and employees.

KNOWLEDGE & ABILITIES

- The mission of comprehensive community colleges and the teaching/learning strategies and the evaluation of such strategies.
- Principles of employer-employee relations.
- Organizational, administrative, and financial management skills.
- Commitment to the mission of the California Community College.
- Work as a part of a management team dedicated to collaboration and the College goal of integrating instruction and student services as a way to create and maintain a supportive student-learning environment
- Exercise group leadership skills, which emphasize collaboration, consensus building, conflict resolution, and problem-solving
- Effectively communicate both orally and in writing
- Facilitate the development of faculty leadership and provide leadership and support for innovation and creativity
- Understand the appropriate uses and encouragement of instructional and administrative technology
- Embrace and effectively work within a system of participatory governance

- Effectively work with academic, student services, occupational, developmental, and entrepreneurial programs in a multi-campus environment
- Facilitate change in a productive and positive manner
- Foster teamwork to establish consensus
- Conduct institutional research
- Prepare and administer grants
- Demonstrate understanding of contemporary issues in higher education
- Demonstrate a sensitivity to relate to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.

PHYSICAL DEMANDS

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions for this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

SL/jb

Board approved _____

Definition:

The Athletic Director shall be directly responsible to the ~~Chief Student Services Officer Associate Vice President, Student Services~~. The Athletic Director is responsible for providing the overall leadership and management of the intercollegiate athletics program and compliance of the Title IX within the laws, policies, procedures, and guidelines established by Solano Community College, the Bay Valley Conference, the California Commission on Athletics (CCCAA), the CCCATA (spell out), and the National Collegiate Athletic Association.

Examples of Representative Duties:

- Supervise, plan, develop and implement innovative programs for the intercollegiate athletic program.
- ~~The Athletic Director will plan~~, Plan, organize, control and direct District intercollegiate activities and the sports medicine center.
- Assure continuity, equity, and compliance with all sports offerings, including preparation of appropriate national, state, and local reports related to athletics, including Equity in Athletics Disclosure Act, Title IX compliance and CCCAA Form R4, as well as any other related conference or college program reviews.
- Facilitate strategic planning processes in areas of responsibility and the preparation of the College educational master plan.
- Provide administrative support to direct and evaluate employees in the area of responsibility.
- Plan, develop, coordinate, and implement fund-raising activities necessary to supplement general fund resources and serve on the Athletics Committee of the College's Foundation.
- Participate in effective selection procedures to recommend athletic coaches, and staff in accordance with District and College policies and procedures.
- Recommend for hire, supervise, and evaluate head coaches, assistant coaches, athletic training personnel, office staff, sports information specialists, or other personnel associated with athletics. Coordinate all personnel matters with Human Resources.
- ~~Facilitate strategic planning processes in areas of responsibility and the preparation of the College educational master plan.~~ (already stated above)
- Assess community needs and develop partnerships and other collaborative relationships with business/industry, government agencies, high schools, colleges, universities, and other entities.
- Manage and coordinate all home and off-site athletics events, including the preparation of facilities, athletic training, equipment, officials, game personnel, and transportation for men and women intercollegiate athletics. (Example: trainers, announcers, timers, public address, ticket sellers, security, concessions, etc.).
- Plan, develop, and manage operational department budget allocations and monitor department expenses in a fiscally responsible manner.
- Develop, allocate and monitor the general fund and Associated Student Body budgets associated with athletic teams. Assist coaches with budgetary compliance. Approve and direct the purchase of equipment, supplies, and materials related to athletic programs.
- Integrate the role of intercollegiate athletics with the College's mission and instructional programs by maintaining academically and ethically sound operations.

- Serve as marketing director for the athletics **programs department**. Act as primary media contact for Athletics. Develop and implement an effective marketing and promotions program, including advertisement solicitation and coordination of the production of sports program publicity materials.
- Represent the College with the Bay Valley Conference, the California Commission on Athletics, athletics programs to the community, service area high schools, and other organizations.
- -Conduct regular meetings and training to promote strict adherence to conference and State athletic rules, regulations, and codes.
- Attend league and conference meetings; maintain currency of state and conference decisions, and effectively communicate decisions to the coaching staff.
- Prepare local and state reports and coordinate program review.
- Coordinate the activities and functions of intercollegiate athletics with the **responsible** educational administrator, **Director of Facilities, responsible** and other College staff as appropriate.
- Participate with appropriate booster groups, student groups, community groups, and college committees.
- This position will include assignments at off-campus sites, days, and evening, or weekends.
- **Perform other duties as assigned.**

Minimum Qualifications:

- Master's Degree from an accredited college, university, preferably in physical education, **kinesiology**, recreation, or athletic administration or **equivalent**.
- Three to **five** years of full-time experience in teaching, athletics, and/or administration, **including** at least three years of leadership experience reasonably related to the administrative assignment or **equivalent**.
- Demonstrated sensitivity to **and** understanding of the diverse academic socioeconomic culture, ethnic, and disability backgrounds of community college students and employees.

Desirable Qualifications:

- Athletic, teaching, and/or coaching at a community college.
- Two years of recent experience directing, coordinating, and administering college, high school, or community sports programs.
- Experience promoting athletic programs.
- Knowledge of the laws, rules, regulations, and codes associated with community college athletic programs.
- Experience developing, allocating, and monitoring budgets associated with athletic programs.
- Ability to challenge and motivate staff.
- Knowledge of operations, services and activities of an intercollegiate program.
- Knowledge of methods and techniques of leadership and management.

- Knowledge of public relations principles and techniques.
- Knowledge of interpersonal skills using tact, patience and courtesy.
- Willingness to commit to shared governance, consensus building, and a team approach to management.
- Experience supervising and evaluating personnel
- Ability to analyze and assess programs, policies, and operational needs and make appropriate adjustments.
- Ability to develop, coordinate and manage programs and services to meet the District's goals and objectives.
- Ability to identify and respond to sensitive organizational issues, concerns and needs.
- Evidence of an ability to communicate effectively, both orally and in writing, with a wide range of constituencies.
- Ability to utilize computers and other forms of advanced technology.

Knowledge of:

The mission of comprehensive community colleges and the teaching/learning strategies and the evaluation of such strategies.

Principles of employer-employee relations.

Organizational, administrative, and financial management skills.

Commitment to the mission of the California Community College.

Ability to:

-Work as a part of a management team dedicated to collaboration and the College goal of integrating instruction and student services as a way to create and maintain a supportive student-learning environment

-Exercise group leadership skills, which emphasize collaboration, consensus building, conflict resolution, and problem-solving

-Effectively communicate both orally and in writing

-Facilitate the development of faculty leadership and provide leadership and support for innovation and creativity

-Understand the appropriate uses and encouragement of instructional and administrative technology

-Embrace and effectively work within a system of participatory governance

-Effectively work with academic, student services, occupational, developmental, and entrepreneurial programs in a multi-campus environment

-Facilitate change in a productive and positive manner

Foster teamwork to establish consensus

-Conduct institutional research

-Prepare and administer grants

-Demonstrate understanding of contemporary issues in higher education

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

TO: Members of the Governing Board

**SUBJECT: BOARD ACCEPTANCE OF DISTRICT'S 2012-2013
FINANCIAL AUDIT REPORT**

REQUESTED ACTION: APPROVAL

SUMMARY:

The Governing Board is required to provide for an independent audit of the District's financial statements and to evaluate the management controls.

Vavrinek, Trine, Day & Company LLP, Certified Public Accountants, has been engaged to conduct the District's annual audit for Fiscal Year 2012-2013.

The Board's Audit Committee met to review and discuss the report with District staff and the representative from Vavrinek, Trine, Day & Company LLP.

At this time, District staff requests acceptance of the District Independent Audit Report for Fiscal Year 2012-2013. The audit report is provided to the Board under separate cover.

Government Code: Board Policy: 3070 Estimated Fiscal Impact: N/A

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

February 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 7, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE
DISTRICT

ANNUAL FINANCIAL REPORT

JUNE 30, 2013

SOLANO COMMUNITY COLLEGE DISTRICT

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JUNE 30, 2013

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FINANCIAL SECTION



INDEPENDENT AUDITORS' REPORT

Board of Trustees
Solano Community College District
Fairfield, California

We have audited the accompanying financial statements of the business-type activities of Solano Community College District (the District) as of and for the years ended June 30, 2013 and 2012, and the related notes to the financial statements, which collectively comprise the District's basic financial statement statements, as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the business-type activities of the District as of June 30, 2013 and 2012, and the changes in net position and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Changes in Accounting Principles

As discussed in the Notes to the basic financial statements, the accompanying financial statements reflect certain changes required as a result of the implementation of GASB Statement No. 62 for the year ended June 30, 2013. These changes require a restatement of the beginning net position of the District as discussed in Note 16. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require the Management's Discussion and Analysis and the Schedule of Other Postemployment Benefits (OPEB) Funding Progress as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audits of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audits were conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The supplementary information listed in the Table of Contents, including the Schedule of Expenditures of Federal Awards, as required by U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The supplementary information, including the Schedule of Expenditures of Federal Awards, is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audits of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 31, 2013, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

VaurineK, Trine, Day & Co LLP

Pleasanton, California
December 31, 2013

SOLANO COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS (REQUIRED SUPPLEMENTARY INFORMATION) JUNE 30, 2013

USING THIS ANNUAL REPORT

The purpose of this annual report is to provide readers with information about the activities, programs, and financial condition of Solano Community College District (the District) as of June 30, 2013. The report consists of three basic financial statements: the Statement of Financial Position, Statement of Revenues, Expenses, and Changes in Net Position, and Statement of Cash Flows and provides information about the District as a whole. This section of the annual financial report presents our discussion and analysis of the District's financial performance during the fiscal year that ended on June 30, 2013. Please read it in conjunction with the District's financial statements, which immediately follow this section. Responsibility for the completeness and accuracy of this information rests with the District management.

OVERVIEW OF THE FINANCIAL STATEMENTS

Solano Community College District's financial statements are presented in accordance with Governmental Accounting Standards Board Statements No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments* and No. 35, *Basic Financial Statements - and Management Discussion and Analysis - for Public College and Universities*. These statements allow for the presentation of financial activity and results of operations which focuses on the District as a whole. The entity-wide financial statements present the overall results of operations whereby all of the District's activities are consolidated into one total versus the traditional presentation by fund type. The focus of the Statement of Net Position is designed to be similar to the bottom line results of the District. This statement combines and consolidates current financial resources with capital assets and long-term obligations. The Statement of Revenues, Expenses, and Changes in Net Position focuses on the costs of the District's operational activities with revenues and expenses categorized as operating and nonoperating, and expenses are reported by natural classification. The Statement of Cash Flows provides an analysis of the sources and uses of cash within the operations of the District.

The California Community Colleges Chancellor's Office has recommended that all State community colleges follow the Business-Type Activity (BTA) model for financial statement reporting purposes.

SOLANO COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS (REQUIRED SUPPLEMENTARY INFORMATION) JUNE 30, 2013

FINANCIAL HIGHLIGHTS

California's budget, predicated on the passage of a tax initiative, Proposition 30, was politically uncertain and costly, making college budget planning rather difficult as the institution was potentially faced with an estimated workload reduction of 7.3% should the tax measure fail. As such the Fiscal Year 2012-13 budget was adopted with an approximate \$410,000 deficit as a result of the estimated \$2.8 million apportionment revenue loss, a revenue loss tied to Proposition 30 failing that would translate into a workload reduction for the college of about 618 FTES. Additionally, redevelopment agency wind down and related revenue shortfalls and uncertainty about backfill no funding for growth nor cost of living adjustments, and increased enrollment fees from \$36 to \$46 per unit represented the most significant elements for the college in the State budget for 2012-13. To address such budget challenges, Solano College offered no summer sessions, suspended football and water polo, and terminated the contract with the Solano College Theater Association for the academic year, amounting to \$1.85 million in estimated expenditure savings. Additionally, the institution changed its health care from being self-insured to the CalPERS system, which resulted in an estimated \$1.3 million savings in healthcare costs. To defray some healthcare costs absorbed by its employees due to the changeover, the college provided the following salary increases: 1% to the Solano College Faculty Association, 1.75% to Operating Engineers Local 39, and 1% to the Administrative Leadership Group, for a total of \$238,000. Other expenditure savings initiatives included reduced spending on supplies and other operating expenditures as well as postponing hiring of numerous vacancies.

With the passage of Proposition 30 in November 2012, the State Budget now reinvests in, rather than cuts education funding. The tax measure, while temporary, provides sales tax increases through 2016 and extends income tax increases through 2018, amounting to an estimated additional \$20 billion to the Proposition 98 minimum funding guarantee. As a result, the District ended the year achieving an estimated \$3.0 million surplus, ending the year with an approximate \$5.7 million of designated reserve, or the equivalent of 12.9% of the General Fund Unrestricted expenditures.

The college still had restricted cash with the disbursing agent from its \$12.3 million solar financing arrangement, not yet fully paid out to its solar vendor for the approximate 2.5 MW install on the three campuses which resulted in a positive cash balance at year end. The State apportionment deferrals at June 30 were approximately \$2.5 million lower than the prior year, lowering overall receivables. As management of the Bookstore was assumed by Barnes & Noble in December 2011, no inventories remained on hand at year ends 2011/12 nor 2012/13. Prepaid expenses at June, 2013 consist of a billing in June 2013 of \$316,000 for worker's compensation for coverage beginning July 1 and prepaid rent of \$137,000 for temporary administrative offices. Accounts payable rose significantly because of increased construction activity. The increase in net capital assets is due principally to Measure G bond construction and solar panel installations at all three campuses.

SOLANO COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS (REQUIRED SUPPLEMENTARY INFORMATION) JUNE 30, 2013

ATTENDANCE HIGHLIGHTS

Solano Community College District, in response to continued state budget reductions, chose as one of the expenditure cutback strategies to eliminate summer course offerings in 2012. As a result the District, reporting enrollments for only fall and spring semesters, showed a decline of about 1,500 resident full-time equivalent students (FTES) from prior year FY 2011-12, actually serving near 7,000 FTES.

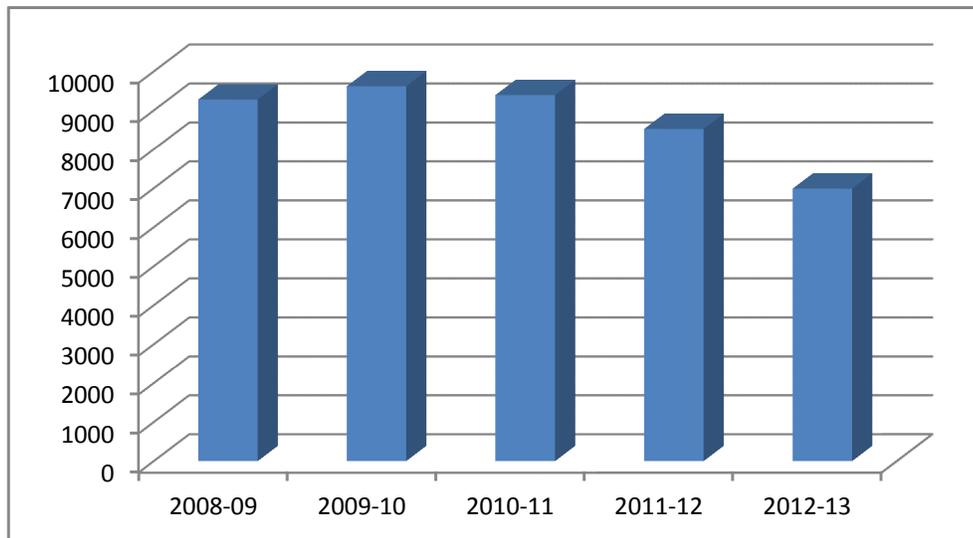
To optimize funding for FY 2012-13 and FY 2013-14, the District, after careful analysis, chose to report the FTES decline on the Final CCFS 320 enrollment report to the Chancellor's Office in FY 2012-13, placing Solano College into stability funding for that fiscal year which held the institution harmless from an apportionment funding loss in the year of decline.

With the State's funding picture improving, the District restored summer 2013 class offerings and established FTES targets for FY 2013-14 to return back to the 8,500 FTES funding base which the District believes are attainable.

Additionally, the FTES decline also lowered the college's fulltime faculty obligation number from 154.6 in fall 2012 to 121.6 for fall 2013 which helped the overall expenditure picture.

The chart below shows actual FTES served.

Annual FTES
Credit/Non-Credit Resident Students
(Reported for State Funding)



SOLANO COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS (REQUIRED SUPPLEMENTARY INFORMATION) JUNE 30, 2013

THE DISTRICT AS A WHOLE

Net Position

Table 1

ASSETS	2013	2012	Change	2011	Change
Current Assets					
Cash and investments	\$ 6,393,037	\$ 724,744	\$ 5,668,293	\$ 3,962,112	\$ (3,237,368)
Restricted cash and cash equivalents	151,344,808	28,292,243	123,052,565	28,448,858	(156,615)
Accounts receivable (net)	12,063,938	15,531,337	(3,467,399)	12,753,660	2,777,677
Store inventory	-	-	-	1,456,169	(1,456,169)
Prepaid expenses and other current assets	503,010	183,945	319,065	32,841	151,104
Total Current Assets	170,304,793	44,732,269	125,572,524	46,653,640	(1,921,371)
Noncurrent Assets:					
Capital assets (net)	163,095,828	125,619,915	37,475,913	125,633,033	(13,118)
Total Noncurrent Assets	163,095,828	125,619,915	37,475,913	125,633,033	(13,118)
Total Assets	\$ 333,400,621	\$ 170,352,184	\$ 163,048,437	\$ 172,286,673	\$ (1,934,489)
LIABILITIES					
Current Liabilities					
Accounts payable and accrued liabilities	\$ 10,216,633	\$ 7,298,612	\$ 2,918,021	\$ 4,221,954	\$ 3,076,658
Deferred revenue	3,951,984	3,597,514	354,470	4,033,641	(436,127)
Deferred bond premium	501,206	479,081	22,125	479,081	-
Long-term liabilities due within one year	5,509,265	4,787,126	722,139	4,433,803	353,323
Total Current Liabilities	20,179,088	16,162,333	4,016,755	13,168,479	2,993,854
Long-term Debt	253,755,090	124,422,068	129,333,022	127,683,699	(3,261,631)
Total Liabilities	273,934,178	140,584,401	133,349,777	140,852,178	(267,777)
NET POSITION					
Net investment in capital assets	56,907,444	26,452,053	30,455,391	24,336,933	2,115,120
Restricted	8,642,265	8,697,662	(55,397)	7,931,982	765,680
Unrestricted	(6,083,266)	(5,381,932)	(701,334)	(834,420)	(4,547,512)
Total Net Position	59,466,443	29,767,783	29,698,660	31,434,495	(1,666,712)
Total Liabilities and Net Position	\$ 333,400,621	\$ 170,352,184	\$ 163,048,437	\$ 172,286,673	\$ (1,934,489)

The District's primary assets include receivables, restricted cash from bond proceeds and capital assets. Primary liabilities include long-term debt and investments in capital assets.

Cash increased by approximately \$129 million due principally to the June sale of the first tranche of Measure Q Bond of \$120 million. Restricted cash includes amounts restricted for debt service.

Receivables include approximately \$7.6 million in State aid apportionment, along with student accounts receivable and grants from the State and Federal government

Long-term debt includes general obligation bonds outstanding, revenue bonds, leases payable, employee compensated absences, and retirement obligations.

SOLANO COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS (REQUIRED SUPPLEMENTARY INFORMATION) JUNE 30, 2013

Operating Results for the Year

The results of this year's operations for the District as a whole are reported in the *Statement of Revenues, Expenses, and Changes in Net Position* on page 18.

Table 2

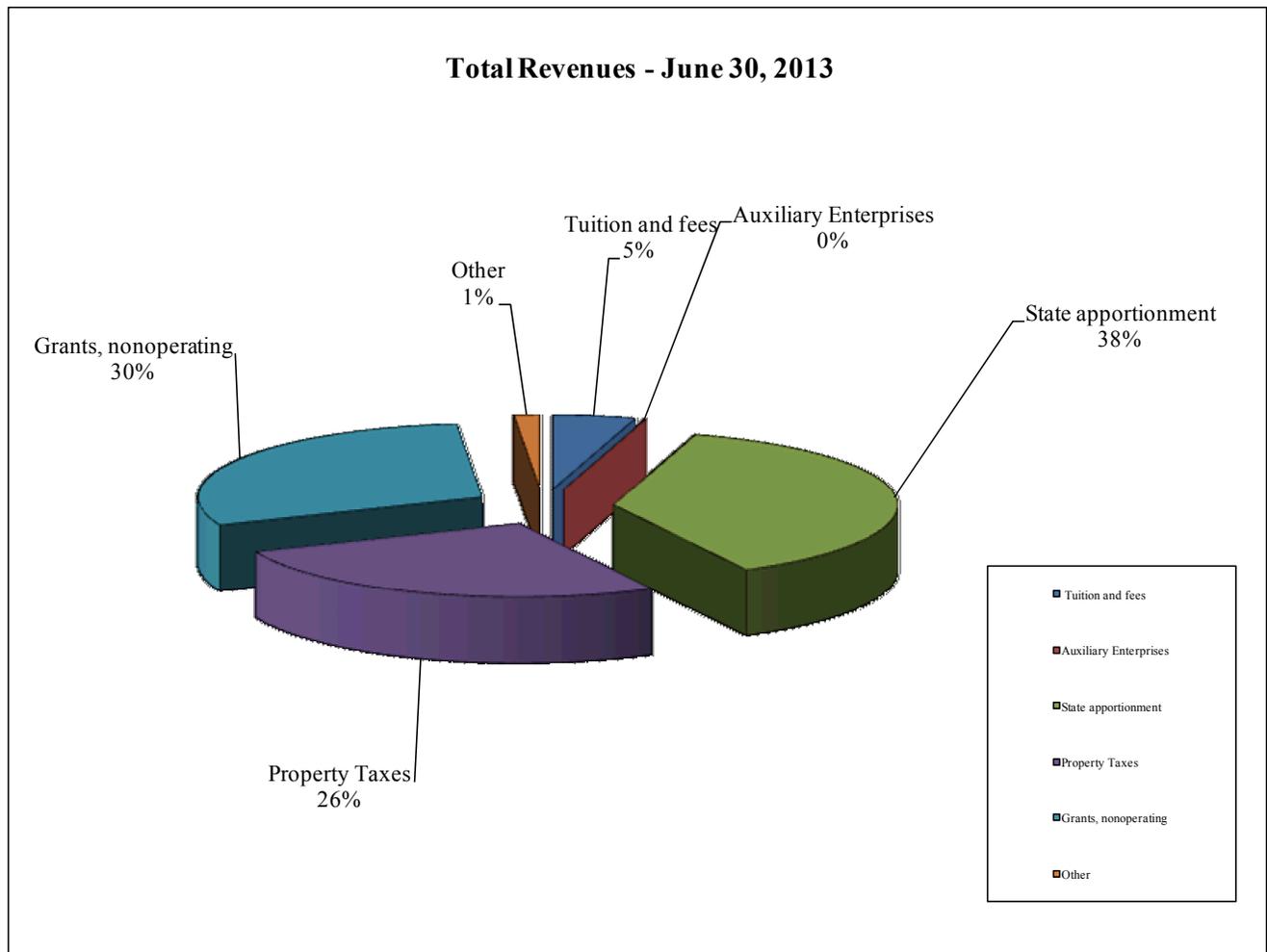
	2013	2012	Change	2011	Change
Operating Revenues					
Tuition and fees	\$ 3,478,760	\$ 3,906,774	\$ (428,014)	\$ 4,389,782	\$ (483,008)
Auxiliary sales and charges	-	1,322,839	(1,322,839)	3,687,735	(2,364,896)
Total Operating Revenues	<u>3,478,760</u>	<u>5,229,613</u>	<u>(1,750,853)</u>	<u>8,077,517</u>	<u>(2,847,904)</u>
Operating Expenses					
Salaries	29,665,105	29,624,357	40,748	32,051,584	(2,427,227)
Employee benefits	12,731,663	14,603,380	(1,871,717)	13,891,801	711,579
Supplies, Materials, Other Operating Expenses and Services	21,749,520	26,074,301	(4,324,781)	28,894,309	(2,820,008)
Depreciation	4,618,043	3,635,653	982,390	3,700,043	(64,390)
Total Operating Expenses	<u>68,764,331</u>	<u>73,937,691</u>	<u>(5,173,360)</u>	<u>78,537,737</u>	<u>(4,600,046)</u>
Loss on Operations	<u>(65,285,571)</u>	<u>(68,708,078)</u>	<u>3,422,507</u>	<u>(70,460,220)</u>	<u>1,752,142</u>
Nonoperating Revenues					
State apportionments, noncapital	28,006,801	31,283,738	(3,276,937)	36,577,090	(5,293,352)
Local property taxes	19,717,964	16,502,661	3,215,303	16,833,742	(331,081)
Federal	14,002,812	15,178,106	(1,175,294)	14,687,104	491,002
State	5,395,734	5,352,286	43,448	5,308,177	44,109
Local	2,792,729	1,461,480	1,331,249	2,128,259	(666,779)
State taxes and other revenues	848,081	1,383,043	(534,962)	1,117,169	265,874
Investment income	209,987	227,566	(17,579)	402,841	(175,275)
Interest Expense on Capital Asset-Related Debt	(1,665,464)	(5,125,674)	3,460,210	(5,183,262)	57,588
Other nonoperating revenues (expenses)	110,150	(102,513)	212,663	(31,671)	(70,842)
Total Nonoperating Revenue	<u>69,418,794</u>	<u>66,160,693</u>	<u>3,258,101</u>	<u>71,839,449</u>	<u>(5,678,756)</u>
GAIN (LOSS) BEFORE CAPITAL REVENUES	<u>4,133,223</u>	<u>(2,547,385)</u>	<u>6,680,608</u>	<u>1,379,229</u>	<u>(3,926,614)</u>
CAPITAL REVENUES					
State and local capital income	54,725	880,673	(825,948)	419,158	461,515
Gain or loss on disposal of equipment	19,227	-	19,227	-	-
TOTAL CAPITAL REVENUES	<u>73,952</u>	<u>880,673</u>	<u>(806,721)</u>	<u>419,158</u>	<u>461,515</u>
INCREASE (DECREASE) IN NET POSITION	4,207,175	(1,666,712)	5,873,887	1,798,387	(3,465,099)
RESTATEMENT	25,491,485	-	25,491,485	-	-
NET POSITION BEGINNING OF YEAR	29,767,783	31,434,495	(1,666,712)	29,636,108	1,798,387
NET POSITION END OF YEAR	<u>\$ 59,466,443</u>	<u>\$ 29,767,783</u>	<u>\$ 29,698,660</u>	<u>\$ 31,434,495</u>	<u>\$ (1,666,712)</u>

SOLANO COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS (REQUIRED SUPPLEMENTARY INFORMATION) JUNE 30, 2013

Significant revenue changes between 2012 and 2013 include:

- The decrease in student tuition and fees, primarily relate to lower FTES achieved for and reported in 2012/13 of about 7,000 FTES versus approximately 8,500 in 2011/12.
- Auxiliary revenues no longer show on the district's finances as Bookstore operations were assumed by Barnes & Noble in December of 2011. As a result of this arrangement, the district now receives commissions on sales while improving services to students, faculty and staff.
- State apportionment decreased about \$3.3 million corresponding to the approximate \$4.3 million increase in property taxes and local revenues as a direct result to the redevelopment agency wind down. The increase in the latter essentially shifts funding liability from the state to the county.
- Federal funding decreased due to lower PELL grants awarded, and decreased direct lending tied directly to the lower FTES achieved this academic year.
- Investment income is down due to very low interest and lower average cash balances due to intraperiod apportionment deferrals.

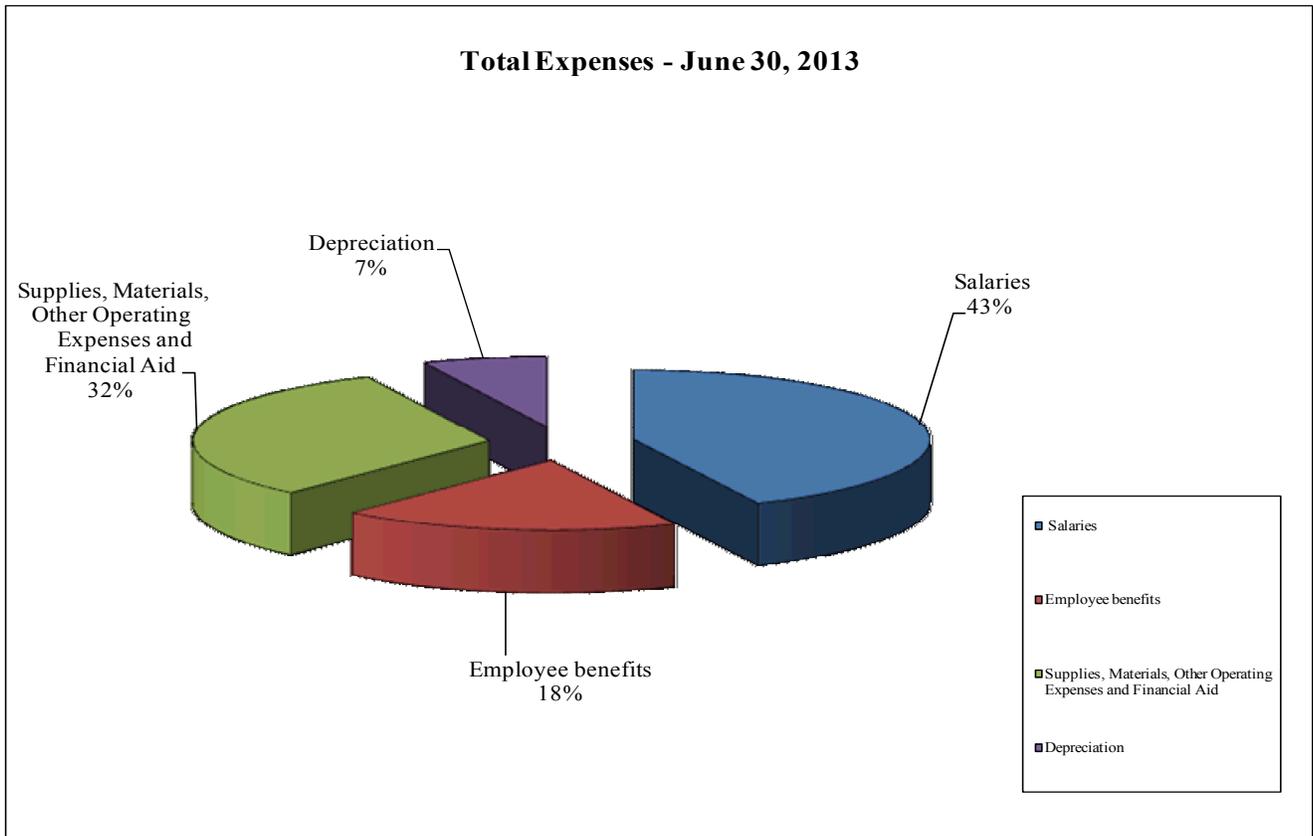


SOLANO COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS (REQUIRED SUPPLEMENTARY INFORMATION) JUNE 30, 2013

Significant expenditure variances include:

- Employee benefits decreased as a direct result of moving health insurance from a self insured plan to the CalPERS plan.
- Supplies, services, and other operating expenditures decreased primarily due to the Bookstore cost of sales now being accounted as part of Barnes & Noble operations and the elimination of the contract arrangement between Solano College and the Solano College Theater Association.



SOLANO COMMUNITY COLLEGE DISTRICT

**MANAGEMENT'S DISCUSSION AND ANALYSIS
(REQUIRED SUPPLEMENTARY INFORMATION)
JUNE 30, 2013**

Changes in Cash Position

Table 4

	2013	2012	Change	2011	Change
Cash Provided by (Used in)					
Operating activities	\$ (57,878,467)	\$ (60,866,233)	\$ 2,987,766	\$ (67,873,767)	\$ 7,007,534
Noncapital financing activities	65,927,705	60,689,820	5,237,885	68,490,907	(7,801,087)
Capital financing activities	120,461,633	(3,445,136)	123,906,769	(1,475,045)	(1,970,091)
Investing activities	209,987	227,566	(17,579)	402,841	(175,275)
Net Increase (Decrease) in Cash	128,720,858	(3,393,983)	132,114,841	(455,064)	(2,938,919)
Cash, Beginning of Year	29,016,987	32,410,970	(3,393,983)	32,866,034	(455,064)
Cash, End of Year	<u>\$ 157,737,845</u>	<u>\$ 29,016,987</u>	<u>\$ 128,720,858</u>	<u>\$ 32,410,970</u>	<u>\$ (3,393,983)</u>

Major increases to the cash position of the district resulted from issuance of Measure Q bonds.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

The district incurred approximately \$13 million in Construction in Progress, projects which will be capitalized upon completion.

Table 5

	Balance Beginning of Year, Restated	Additions	Deletions	Balance End of Year
Land and construction in progress	\$ 9,658,967	\$ 9,761,297	\$ -	\$ 19,420,264
Buildings and improvements	172,026,352	3,185,212	-	175,211,564
Equipment and furniture	11,707,912	2,035,360	257,380	13,485,892
Subtotal	193,393,231	14,981,869	257,380	208,117,720
Accumulated depreciation	42,281,831	4,618,042	257,380	46,642,493
	<u>\$ 151,111,400</u>	<u>\$ 10,363,827</u>	<u>\$ -</u>	<u>\$ 161,475,227</u>

SOLANO COMMUNITY COLLEGE DISTRICT

**MANAGEMENT'S DISCUSSION AND ANALYSIS
(REQUIRED SUPPLEMENTARY INFORMATION)
JUNE 30, 2013**

Obligations

Long-term debt includes general obligation bonds outstanding, revenue bonds, leases payable, employee compensated absences, and retirement obligations.

All general obligation bonds authorized by the 2002 ballot measure have been issued, so no new long-term debt issuances relative to Measure G occurred during the year. General obligation bonds outstanding increased due to the issuance of \$120 million of Measure Q bonds in June and issuance of \$12.3 million of Qualified Energy Conservation Bonds in December 2012, accretion of interest on capital appreciation bonds, and decreased due to payment of annual scheduled debt service payments.

Table 6

	Balance Beginning of Year	Additions	Deletions	Balance End of Year
General obligation and lease revenue bonds	\$ 120,443,082	\$ 135,140,440	\$ 4,999,081	\$ 250,584,441
Compensated absences	944,523	4,833	22,878	926,478
Capital leases	282,939	-	92,348	190,591
Supplemental retirement plan	524,334	-	174,778	349,556
OPEB liability	7,493,397	1,718,356	1,497,258	7,714,495
Total Long-Term Debt	<u>\$ 129,688,275</u>	<u>\$ 136,863,629</u>	<u>\$ 6,786,343</u>	<u>\$ 259,765,561</u>
Amount due within one year				<u>\$ 6,010,471</u>

BUDGETARY HIGHLIGHTS – 2013-14

Introduction

The 2013 Budget Act reflects California’s most stable fiscal footing in well over a decade. With the tough spending cuts enacted over the past two years and new temporary revenues provided by the passage of Proposition 30, the state’s budget is projected to remain balanced for the foreseeable future. However, substantial risks, uncertainties, and liabilities remain.

The Budget overhauls the state’s system of K-12 education finance — creating a more just allocation of resources and providing expanded flexibility. It also reinvests in the state’s universities and increases their affordability. The Budget implements an affordable and sustainable path for the expansion of coverage under federal health care reform.

The Budget also makes targeted investments —dental care, mental health, and middle class scholarships — while maintaining structural balance into the future. Overall, it also preserves the state’s safety net, encourages job growth, and pays down debt.

Reinvesting in Education

With the passage of Proposition 30, the Budget reinvests in, rather than cuts, education funding. From 2011-12 through 2016-17, the Proposition 98 minimum funding guarantee will increase from \$47.2 billion to \$67.1 billion, an increase of about \$20 billion.

SOLANO COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS (REQUIRED SUPPLEMENTARY INFORMATION) JUNE 30, 2013

For K-12 schools, funding levels will increase by \$1,045 per student through 2013-14 and by \$2,835 per student through 2016-17.

The Budget begins to correct historical inequities in school district funding by adopting a new allocation formula and dedicating \$2.1 billion in new funding beginning in 2013-14. By committing new funding to districts serving English language learners, students from low-income families, and foster youth, the formula ensures that the students most in need of help have an equal opportunity for a quality education.

This new funding will be coupled with strong accountability. It will allow communities to govern their schools locally — but provide authority to county offices of education and the state to assist if districts fail to improve. Districts will be required to improve outcomes for all students, and specifically for English learners, students from low-income families, and foster youth. Independent audits and county and state oversight will make sure this occurs.

As shown in Figure INT-01, the 2013 Budget increases funding for higher education by between \$1,649 and \$2,491 per student through 2016-17. In addition, a new financial aid program for middle class families will begin next year.

Figure INT-01
Budget Increases Funding Per Student

	2011-12	2016-17	Funding Increase
K-12 Education	\$7,175	\$10,010	\$2,835
Community Colleges	\$4,893	\$6,542	\$1,649
California State University	\$5,860	\$7,803	\$1,943
University of California	\$10,630	\$13,121	\$2,491

Expanding Health Care

Medi-Cal currently serves more than one out of every five Californians. Federal health care reform will significantly expand this coverage. The Budget moves forward with a state-based approach to the optional expansion of care allowed under federal law. This expansion will significantly increase health care coverage, improve access to mental health services, expand substance use disorder treatment, and bring in new federal dollars. The law, however, also comes with costs, risks, and uncertainties. The state currently dedicates about \$1.5 billion annually to counties for health care, primarily for services for indigent adults — many of the same people who will move to Medi-Cal under the new law. Over time, as the state takes on more responsibility for health care, funding previously provided to counties for indigent health will be shifted to fund human services programs. To ensure adequate funding remains at the county level for safety net services, dollars will be redirected based on a county-by-county formula.

A Balanced Budget Plan, But Risks Remain

The Budget represents a multiyear plan that is balanced, maintains a \$1.1 billion reserve, and pays down budgetary debt. The state's recent budget challenges have been exacerbated by the Wall of Debt — an unprecedented level of debts, deferrals, and budgetary obligations accumulated over the prior decade. The Budget dedicates billions to repay this budgetary borrowing. Moving forward, continuing to pay down the Wall of Debt is key to increasing the state's fiscal capacity. In 2011, the level of outstanding budgetary borrowing totaled \$35 billion which will be reduced to less than \$27 billion this year. And under the Budget's projections, it will be reduced to below \$5 billion by the end of 2016-17.

SOLANO COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS (REQUIRED SUPPLEMENTARY INFORMATION) JUNE 30, 2013

The budget remains balanced only by a narrow margin. The pace of the economic and revenue recovery is still uncertain, and California needs to address other liabilities that have been created over many decades. Eliminating the liabilities will take many years and constrain the state's capacity to make other investments. Only by continuing to exercise fiscal discipline can the state avoid repeating the boom and bust cycles of the last decade.

May Revise – Impact on Community Colleges

The 2013/14 budget provides additional access of \$89.4 million or a 1.63% restoration of previous years' workload reductions. It also affords a cost of living adjustment (COLA) of \$87.5 million or 1.57%; this is the 1st COLA since 2007/08.

Categorical Program funding is increasing \$88 million with \$50 million for Student Success and Support, \$15 million for DSPS, \$15 million for EOPS and \$ 8 million for CalWorks.

As a system we will see reduction in Deferrals.

Additionally, \$30 million is allotted for deferred maintenance & instructional equipment and library materials and \$150,000 has been earmarked for an increase for Academic Senate. New Initiatives for community colleges include a shift in Adult Education from K-12 with \$25 million for local planning grants to local consortia which must include at least one community college district and one K12 Local Education Agency. No change to existing non-credit programs or funding is proposed.

Online Education will see an increase of \$16.9 million with the CCCCCO planning to develop a common Learning Management System.

An estimated \$41 million via Proposition 39 will be available for energy projects, after low interest loans and workforce component.

Concerns

Thanks to passage of Proposition 30 and an improving economy we see a rosier budget picture. But Proposition 30 is temporary, with the Sales Tax increase terminating at the end of 2016, and the Income Tax increase ending at the end of 2018.

Furthermore, the apportionment is getting more complicated: In 2008/09 about 2/3 of the apportionment was General Fund approved in the Budget Act whereas now it is 1/3. In other words 2/3 of apportionment funding is now based on estimates that may or may not hold up.

EPA and RDA

While the Educational Protection Act (EPA/Proposition 30 funding) and Redevelopment Agency wind down are statutorily guaranteed via backfills, timing and determination of gaps creates delays and confusion. This lack of continuous appropriation is an increasing problem.

SOLANO COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS (REQUIRED SUPPLEMENTARY INFORMATION) JUNE 30, 2013

ECONOMIC FACTORS AFFECTING THE FUTURE OF SOLANO COMMUNITY COLLEGE DISTRICT

In 2012-13 the district served 6,990 full-time equivalent students. The Solano Community College District Board and Leadership remains committed to assuring access for residents of the college district service area. This has been done in the face of declining resources. The district continues to reallocate and reassign resources in order to fulfill its primary mission and to fund mission critical initiatives and services. As a result of action that has been taken to mitigate the impact of lost revenue and cost increases, services have been impacted and are likely to be in the future.

The District FTES target for 2013-14 is 8,500 FTES

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, students, and investors and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need any additional financial information, contact Solano Community College District, Yulian Ligioso, Vice President of Finance & Administration; (707) 864-7209; yulian.ligioso@solano.edu.

SOLANO COMMUNITY COLLEGE DISTRICT

**STATEMENTS OF NET POSITION - PRIMARY GOVERNMENT
JUNE 30, 2013 AND 2012**

	<u>2013</u>	<u>2012</u>
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 6,393,037	\$ 724,744
Restricted cash and cash equivalents	151,344,808	28,292,243
Accounts receivable, net	12,063,938	15,531,337
Prepaid expenses	452,622	183,945
Other current assets - current portion	50,388	-
Total Current Assets	<u>170,304,793</u>	<u>44,732,269</u>
Noncurrent Assets		
Deferred charges - noncurrent portion	1,620,601	-
Nondepreciable capital assets	19,420,264	9,658,967
Depreciable capital assets, net of depreciation	142,054,963	115,960,948
Total Noncurrent Assets	<u>163,095,828</u>	<u>125,619,915</u>
TOTAL ASSETS	<u>333,400,621</u>	<u>170,352,184</u>
LIABILITIES		
Current Liabilities		
Accounts payable	8,729,720	5,859,467
Interest payable	1,363,812	1,439,145
Due to fiduciary funds	123,101	-
Deferred revenue	3,951,984	3,597,514
Deferred bond premium - current portion	501,206	479,081
Lease obligations - current portion	94,299	92,348
Supplemental retirement plan - current portion	174,778	174,778
Revenue bonds payable - current portion	340,188	-
Bonds payable - current portion	4,900,000	4,520,000
Total Current Liabilities	<u>20,179,088</u>	<u>16,162,333</u>
Noncurrent Liabilities		
Deferred bond premium	5,190,182	5,027,639
Compensated absences payable - noncurrent portion	926,478	944,523
OPEB liability - noncurrent portion	7,714,495	7,493,397
Lease obligations - noncurrent portion	96,292	190,591
Supplemental retirement plan - noncurrent portion	174,778	349,556
Revenue bonds payable - noncurrent portion	11,959,812	-
General obligation bonds payable - noncurrent portion	227,693,053	110,416,362
Total Noncurrent Liabilities	<u>253,755,090</u>	<u>124,422,068</u>
TOTAL LIABILITIES	<u>273,934,178</u>	<u>140,584,401</u>
NET POSITION		
Net investment in capital assets	56,907,444	26,452,053
Restricted for:		
Debt service	6,815,071	6,734,084
Educational programs	1,827,194	1,963,578
Unrestricted	(6,083,266)	(5,381,932)
TOTAL NET POSITION	<u>\$ 59,466,443</u>	<u>\$ 29,767,783</u>

The accompanying notes are an integral part of these financial statements.

SOLANO COMMUNITY COLLEGE DISTRICT

**STATEMENTS OF REVENUES, EXPENSES,
AND CHANGES IN NET POSITION - PRIMARY GOVERNMENT
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012**

	<u>2013</u>	<u>2012</u>
OPERATING REVENUES		
Student Tuition and Fees	\$ 8,598,744	\$ 8,333,266
Less: Scholarship discount and allowance	(5,119,984)	(4,426,492)
Net tuition and fees	<u>3,478,760</u>	<u>3,906,774</u>
Auxiliary Enterprise Sales and Charges		
Bookstore	-	1,322,839
TOTAL OPERATING REVENUES	<u>3,478,760</u>	<u>5,229,613</u>
OPERATING EXPENSES		
Salaries	29,665,105	29,624,357
Employee benefits	12,731,663	14,603,380
Supplies, materials, and other operating expenses	21,749,520	26,074,301
Depreciation	4,618,043	3,635,653
TOTAL OPERATING EXPENSES	<u>68,764,331</u>	<u>73,937,691</u>
OPERATING LOSS	<u>(65,285,571)</u>	<u>(68,708,078)</u>
NONOPERATING REVENUES (EXPENSES)		
State apportionments, noncapital	28,006,801	31,283,738
Local property taxes, levied for general purposes	11,768,366	8,523,670
Taxes levied for other specific purposes	7,949,598	7,978,991
Federal grants	14,002,812	15,178,106
State grants	5,395,734	5,352,286
Local grants and other revenues	2,792,729	1,461,480
State taxes and other revenues	848,081	1,383,043
Investment income	209,987	227,566
Interest expense on capital related debt	(1,665,464)	(5,125,674)
Investment income on capital asset-related debt, net	24,118	23,472
Transfer from agency fund	86,032	24,275
Transfer to agency fund	-	(150,260)
TOTAL NONOPERATING REVENUES (EXPENSES)	<u>69,418,794</u>	<u>66,160,693</u>
INCOME BEFORE OTHER REVENUES AND EXPENSES	<u>4,133,223</u>	<u>(2,547,385)</u>
OTHER REVENUES AND EXPENSES		
Local revenues, capital	54,725	880,673
Gain or loss on sale of equipment and insurance reimbursements	19,227	-
TOTAL OTHER REVENUES AND EXPENSES	<u>73,952</u>	<u>880,673</u>
CHANGE IN NET POSITION	4,207,175	(1,666,712)
NET POSITION, BEGINNING OF YEAR	29,767,783	31,434,495
RESTATEMENT	25,491,485	-
NET POSITION, END OF YEAR	<u>\$ 59,466,443</u>	<u>\$ 29,767,783</u>

The accompanying notes are an integral part of these financial statements.

SOLANO COMMUNITY COLLEGE DISTRICT

**STATEMENTS OF CASH FLOWS - PRIMARY GOVERNMENT
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012**

	<u>2013</u>	<u>2012</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Tuition and fees	\$ 3,258,621	\$ 3,611,069
Payments to vendors for supplies and services	(6,999,957)	(8,447,675)
Payments to or on behalf of employees	(42,109,236)	(43,355,966)
Payments to students for scholarships and grants	(12,977,961)	(14,774,151)
Auxiliary enterprise sales and charges:	-	1,322,839
Other operating receipts (payments)	950,066	777,651
Net Cash Flows From Operating Activities	<u>(57,878,467)</u>	<u>(60,866,233)</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
State apportionments	31,651,242	28,501,442
Grant and contracts	21,288,653	20,969,795
Property taxes - nondebt related	11,768,366	8,523,670
State taxes and other apportionments	848,081	1,383,043
Transfers from fiduciary funds	86,032	24,275
Transfers to fiduciary funds	-	(150,260)
Other nonoperating	285,331	1,437,855
Net Cash Flows From Noncapital Financing Activities	<u>65,927,705</u>	<u>60,689,820</u>
CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES		
Purchase of capital assets	(12,106,453)	(3,642,245)
Proceeds from issuance of debt	132,539,659	-
Local revenue, capital projects	54,725	880,673
Property taxes - related to capital debt	7,949,598	7,978,991
Principal paid on capital debt	(4,612,348)	(4,250,286)
Interest paid on capital debt	(3,363,548)	(4,412,269)
Net Cash Flows From Capital Financing Activities	<u>120,461,633</u>	<u>(3,445,136)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest received from investments	209,987	227,566
Net Cash Flows From Investing Activities	<u>209,987</u>	<u>227,566</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	128,720,858	(3,393,983)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	29,016,987	32,410,970
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 157,737,845</u>	<u>\$ 29,016,987</u>

The accompanying notes are an integral part of these financial statements.

SOLANO COMMUNITY COLLEGE DISTRICT

**STATEMENTS OF CASH FLOWS - PRIMARY GOVERNMENT, Continued
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012**

	<u>2013</u>	<u>2012</u>
FLOWS FROM OPERATING ACTIVITIES		
Operating Loss	\$ (65,285,571)	\$ (68,708,078)
Adjustments to Reconcile Operating Loss to Net Cash Flows from Operating Activities:		
Depreciation and amortization expense	4,618,043	3,635,653
Changes in Assets and Liabilities:		
Receivables	(220,139)	(210,448)
Stores inventories	-	1,456,169
Prepaid expenses	(268,677)	(151,104)
Accounts payable and accrued liabilities	2,870,253	3,196,832
Deferred revenue	407,624	(85,257)
Total Adjustments	<u>7,407,104</u>	<u>7,841,845</u>
Net Cash Flows From Operating Activities	<u>\$ (57,878,467)</u>	<u>\$ (60,866,233)</u>
 CASH AND CASH EQUIVALENTS CONSIST OF THE FOLLOWING:		
Cash in banks	\$ 10,627,169	\$ 485,652
Cash equivalents, County Cash	146,913,615	28,335,600
Cash equivalents, Local Agency Investment fund	<u>197,061</u>	<u>195,735</u>
Total Cash and Cash Equivalents	<u>\$ 157,737,845</u>	<u>\$ 29,016,987</u>
 NON CASH TRANSACTIONS		
On behalf payments for benefits	<u>\$ 876,939</u>	<u>\$ 886,274</u>

The accompanying notes are an integral part of these financial statements.

SOLANO COMMUNITY COLLEGE DISTRICT

**STATEMENTS OF FIDUCIARY NET POSITION
JUNE 30, 2013 AND 2012**

	<u>2013</u>	<u>2012</u>
ASSETS		
Cash and cash equivalents	\$ 999,385	\$ 939,662
Investments	1,394,734	1,286,411
Accounts receivable, net	78,316	68,132
Receivable from governmental funds	123,101	-
Total Assets	<u>2,595,536</u>	<u>2,294,205</u>
LIABILITIES		
Accounts payable	21,006	425
Deferred revenue	54,842	46,148
Total Liabilities	<u>75,848</u>	<u>46,573</u>
NET POSITION		
Unrestricted	2,519,688	2,247,632
Total Net Position	<u>\$ 2,519,688</u>	<u>\$ 2,247,632</u>

The accompanying notes are an integral part of these financial statements.

SOLANO COMMUNITY COLLEGE DISTRICT

**STATEMENTS OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012**

	2013	2012
ADDITIONS		
Federal revenues	\$ 25,171	\$ 17,045
Tuition and fees	79,184	107,981
Local revenues	707,378	792,813
Total Additions	<u>811,733</u>	<u>917,839</u>
DEDUCTIONS		
Books and supplies	82,203	53,458
Services and operating expenditures	371,442	162,996
Total Deductions	<u>453,645</u>	<u>216,454</u>
	<u>358,088</u>	<u>701,385</u>
OTHER FINANCING SOURCES (USES)		
Operating transfers in	-	23,737
Operating transfers out	(86,032)	(342,243)
Other uses	-	(5,962)
Total Other Financing Sources (Uses)	<u>(86,032)</u>	<u>(324,468)</u>
Change in Net Position	272,056	376,917
Net Position - Beginning	<u>2,247,632</u>	<u>1,870,715</u>
Net Position - Ending	<u>\$ 2,519,688</u>	<u>\$ 2,247,632</u>

The accompanying notes are an integral part of these financial statements.

SOLANO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2013 AND 2012

NOTE 1 - ORGANIZATION

Solano Community College District (the District) was established in 1945 as a political subdivision of the State of California and is a comprehensive, public, two-year institution offering educational services to residents of the surrounding area. The District operates under a locally elected seven-member Board of Trustees form of government, which establishes the policies and procedures by which the District operates. The Board must approve the annual budgets for the General Fund, special revenue funds, and capital project funds, but these budgets are managed at the department level. Currently, the District operates one college and two education centers located within Solano, California. While the District is a political subdivision of the State of California, it is legally separate and is independent of other State and local governments, and it is not a component unit of the State in accordance with the provisions of Governmental Accounting Standards Board (GASB) Statement No. 61.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Reporting Entity

The District has adopted GASB Statement No. 61, *Determining Whether Certain Organizations are Component Units*. This statement amends GASB Statements No. 14 and 39, *The Financial Reporting Entity*, to provide additional guidance to determine whether certain organizations, for which the District is not financially accountable, should be reported as component units based on the nature and significance of their relationship with the District. The three components used to determine the presentation are: providing a "direct benefit", the "environment and ability to access/influence reporting", and the "significance" criterion. The District has determined that it does not have any component units meeting all three of these criteria.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

For financial reporting purposes, the District is considered a special-purpose government engaged only in business-type activities as defined by GASB Statements No. 34 and No. 35 as amended by GASB Statements No. 37 and No. 38. This presentation provides a comprehensive entity-wide perspective of the District's assets, liabilities, activities, and cash flows and replaces the fund group perspective previously required. Accordingly, the District's financial statements have been presented using the economic resources measurement focus and the accrual basis of accounting. The significant accounting policies followed by the District in preparing these financial statements are in accordance with accounting principles generally accepted in the United States of America as prescribed by GASB. Additionally, the District's policies comply with the California Community Colleges Chancellor's Office *Budget and Accounting Manual*. Under the accrual basis, revenues are recognized when earned, and expenses are recorded when an obligation has been incurred. All material intra-agency and intra-fund transactions have been eliminated.

Revenues resulting from exchange transactions, in which each party gives and receives essentially equal value, are classified as operating revenues. These transactions are recorded on the accrual basis when the exchange takes place. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, operating revenues consist primarily of student fees.

SOLANO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2013 AND 2012

Nonexchange transactions, in which the District receives value without directly giving equal value in return, include State apportionments, property taxes, certain Federal and State grants, entitlements, and donations. Property tax revenue is recognized in the fiscal year received. State apportionment revenue is earned based upon criteria set forth from the Community Colleges Chancellor's Office and includes reporting of full-time equivalent student (FTES) attendance. The corresponding apportionment revenue is recognized in the period the FTES are generated. Revenue from Federal and State grants and entitlements are recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements may include time and/or purpose requirements.

Operating expenses are costs incurred to provide instructional services including support costs, auxiliary services, and depreciation of capital assets. All other expenses not meeting this definition are reported as nonoperating. Expenses are recorded on the accrual basis as they are incurred, when goods are received, or services are rendered.

The District reports are based on all applicable GASB pronouncements, as well as applicable Financial Accounting Standards Board (FASB) pronouncements issued on or before November 30, 1989, unless those pronouncements conflict or contradict GASB pronouncements. The District has not elected to apply FASB pronouncements after that date.

The financial statements are presented in accordance with the reporting model as prescribed in GASB Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments*, and GASB Statement No. 35, *Basic Financial Statements and Management's Discussion and Analysis for Public Colleges and Universities*, as amended by GASB Statements No. 37 and No. 38. The business-type activities model followed by the District requires the following components of the District's financial statements:

- Management's Discussion and Analysis
- Basic Financial Statements for the District as a whole including:
 - Statements of Net Position – Primary Government
 - Statements of Revenues, Expenses, and Changes in Net Position – Primary Government
 - Statements of Cash Flows – Primary Government
 - Financial Statements for the Fiduciary Funds including:
 - Statements of Fiduciary Net Position
 - Statements of Changes in Fiduciary Net Position
- Notes to the Financial Statements

Cash and Cash Equivalents

The District's cash and cash equivalents are considered to be unrestricted cash on hand, demand deposits, and short-term unrestricted investments with original maturities of three months or less from the date of acquisition. Cash equivalents also include unrestricted cash with county treasury balances for purposes of the Statement of Cash Flows. Restricted cash and cash equivalents represent balances restricted by external sources such as grants and contracts or specifically restricted for the repayment of capital debt.

SOLANO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2013 AND 2012

Investments

In accordance with GASB Statement No. 31, Accounting and Financial Reporting for Certain Investments and External Investment Pools, investments held at June 30, 2013 and 2012, with original maturities greater than one year are stated at fair value. Fair value is estimated based on quoted market prices at year-end. Short-term investments have an original maturity date greater than three months, but less than one year at time of purchase. Long-term investments have an original maturity of greater than one year at the time of purchase.

Restricted Assets

Restricted assets arise when restrictions on their use change the normal understanding of the availability of the asset. Such constraints are either imposed by creditors, contributors, grantors, or laws of other governments or imposed by enabling legislation. Restricted assets represent investments required by debt covenants to be set aside by the District for the purpose of satisfying certain requirements of the bonded debt issuance.

Accounts Receivable

Accounts receivable include amounts due from the Federal, State and/or local governments, or private sources, in connection with reimbursement of allowable expenditures made pursuant to the District's grants and contracts. Accounts receivable also consist of tuition and fee charges to students and auxiliary enterprise services provided to students, faculty, and staff, the majority of each residing in the State of California. The District provides for an allowance for uncollectible accounts as an estimation of amounts that may not be received. This allowance is based upon management's estimates and analysis. The allowance was estimated at \$901,739 and \$651,739 for the years ended June 30, 2013 and 2012, respectively.

Prepaid Expenses

Prepaid expenses represent payments made to vendors and others for services that will benefit periods beyond June 30.

Capital Assets and Depreciation

Capital assets are long-lived assets of the District as a whole and include land, construction-in-progress, buildings, leasehold improvements, and equipment. The District maintains an initial unit cost capitalization threshold of \$5,000. Assets are recorded at historical cost, or estimated historical cost, when purchased or constructed. The District does not possess any infrastructure. Donated capital assets are recorded at estimated fair market value at the date of donation. Improvements to buildings and land that significantly increase the value or extend the useful life of the asset are capitalized; the costs of routine maintenance and repairs that do not add to the value of the asset or materially extend an asset's life are charged as an operating expense in the year in which the expense was incurred. Major outlays for capital improvements are capitalized as construction-in-progress as the projects are constructed.

Depreciation of capital assets is computed and recorded utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows: buildings, 25 to 50 years; improvements, 25 to 50 years; equipment, 5 to 10 years, vehicles, 5 to 10 years.

SOLANO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2013 AND 2012

Accrued Liabilities and Long-Term Obligations

All payables, accrued liabilities, and long-term obligations are reported in the entity-wide financial statements.

Deferred Issuance Costs, Premiums, and Discounts

Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight-line method.

Compensated Absences

Accumulated unpaid employee vacation benefits are accrued as a liability as the benefits are earned. The entire compensated absence liability is reported on the entity-wide financial statements. The amounts have been recorded in the fund from which the employees, who have accumulated the leave, are paid. The District agreements include a provision that overload or underload be adjusted within three semester periods.

Sick leave is accumulated without limit for each employee based upon negotiated contracts. Leave with pay is provided when employees are absent for health reasons; however, the employees do not gain a vested right to accumulated sick leave. Employees are never paid for any sick leave balance at termination of employment or any other time. Therefore, the value of accumulated sick leave is not recognized as a liability in the District's financial statements. However, retirement credit for unused sick leave is applicable to all classified school members who retire after January 1, 1999. At retirement, each member will receive .004 year of service credit for each day of unused sick leave. Retirement credit for unused sick leave is applicable to all academic employees and is determined by dividing the number of unused sick days by the number of base service days required to complete the last school year, if employed full time.

Deferred Revenue

Deferred revenue arises when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period or when resources are received by the District prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the District has a legal claim to the resources, the liability for deferred revenue is removed from the combined balance sheet and revenue is recognized. Deferred revenues include (1) amounts received for tuition and fees prior to the end of the fiscal year that are related to the subsequent fiscal year and (2) amounts received from Federal and State grants received before the eligibility requirements are met.

Noncurrent Liabilities

Noncurrent liabilities include bonds and notes payable, compensated absences, claims payable, capital lease obligations and OPEB obligations with maturities greater than one year.

SOLANO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2013 AND 2012

Net Position

GASB Statements No. 34 and No. 35 report equity as "Net Position" and represent the difference between assets and liabilities. Net position is classified according to imposed restrictions or availability of assets for satisfaction of District obligations according to the following net position categories:

Net Investment in Capital Assets Capital Assets, net of accumulated depreciation and outstanding principal balances of debt attributable to the acquisition, construction, or improvement of those assets. To the extent debt had been incurred, but not yet expended for capital assets, such accounts are not included as a component net investment in capital assets.

Restricted - Nonexpendable: Net position is reported as restricted when there are limitation imposed on their use, either through enabling legislation adopted by the District, or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. The District first applies restricted resources when an expense is incurred for purposes for which both restricted and unrestricted resources are available.

None of the District's restricted net assets have resulted from enabling legislation adopted by the District.

Unrestricted: Net position that is not subject to externally imposed constraints. Unrestricted net position may be designated for specific purposes by action of the Board of Trustees or may otherwise be limited by contractual agreements with outside parties.

When both restricted and unrestricted resources are available for use, it is the District's practice to use restricted resources first and the unrestricted resources when they are needed.

State Apportionments

Certain current year apportionments from the State are based on financial and statistical information of the previous year. Any corrections due to the recalculation of the apportionment are made in February of the subsequent year. When known and measurable, these recalculations and corrections are accrued in the year in which the FTES are generated.

Property Taxes

Secured property taxes attach as an enforceable lien on property as of January 1. The County Assessor is responsible for assessment of all taxable real property. Taxes are payable in two installments on November 1 and February 1 and become delinquent on December 10 and April 10, respectively. Unsecured property taxes are payable in one installment on or before August 31. The County of Solano bills and collects the taxes on behalf of the District. Local property tax revenues are recorded when received.

The voters of the District passed General Obligation Bonds in 2002 and 2012 for the acquisition, construction, and remodeling of certain District property. As a result of the passage of the Bonds, property taxes are assessed on the property within the District specifically for the repayment of the debt incurred. The taxes are billed and collected as noted above and remitted to the District when collected.

SOLANO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2013 AND 2012

Board of Governors Grants (BOGG) and Fee Waivers

Student tuition and fee revenue is reported net of allowances and fee waivers approved by the Board of Governors through BOGG fee waivers in the Statement of Revenues, Expenses, and Changes in Net Position. Scholarship discounts and allowances represent the difference between stated charges for enrollment fees and the amount that is paid by students or third parties making payments on the students' behalf. To the extent that fee waivers and discounts have been used to satisfy tuition and fee charges, the District has recorded a scholarship discount and allowance.

Federal Financial Assistance Programs

The District participates in federally funded Pell Grants, SEOG Grants, Federal Work-Study, as well as other programs funded by the Federal government. Financial aid to students is either reported as operating expenses or scholarship allowances, which reduce revenues. The amount reported as operating expense represents the portion of aid that was provided to the student in the form of cash. These programs are audited in accordance with the Single Audit Act Amendments of 1996, and the U.S. Office of Management and Budget's revised Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*, and the related *Compliance Supplement*.

On-Behalf Payments

GASB Statement No. 24 requires direct on-behalf payments for fringe benefits and salaries made by one entity to a third party recipient for the employees for another legally separate entity be recognized as revenues and expenditures by the employer entity. The State of California makes direct on-behalf payments to the California State Teachers' Retirement System (CalSTRS) and the California Public Employers' Retirement System (CalPERS) on behalf of all community colleges in California. The California Department of Education has issued a fiscal advisory instructing districts not to record the revenue and expenditures for the on behalf payments within the funds and accounts of a district. The amount of the on behalf payments made for the District of the year ended June 30, 2013, was \$876,939 for CalSTRS and \$0 for CalPERS. These amounts are reflected in the District's audited financial statements.

Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

Interfund Activity

Interfund transfers and interfund receivables and payables are eliminated during the consolidation process in the entity-wide financial statements.

SOLANO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2013 AND 2012

Changes in Accounting Principles

In March 2012, GASB issued Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre November 30, 1989 FASB and AICPA Pronouncements*. GASB Statement No. 62 establishes standards of financial accounting and reporting for capitalizing interest cost as a part of the historical cost of acquiring certain assets. For the purposes of applying this Statement, interest cost includes interest recognized on obligations having explicit interest rates and interest imputed on certain types of payables, as well as interest related to capital leases.

The District has implemented the provisions of this Statement for the year ended June 30, 2013. See Note 16 for more information.

In June 2011, the GASB issued Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*. This Statement provides financial reporting guidance for deferred outflows of resources and deferred inflows of resources. Concepts Statement No. 4, *Elements of Financial Statements*, introduced and defined those elements as a consumption of net assets by the government that is applicable to a future reporting period, and an acquisition of net assets by the government that is applicable to a future reporting period, respectively. Previous financial reporting standards do not include guidance for reporting those financial statement elements, which are distinct from assets and liabilities.

Concepts Statement No. 4 also identifies net position as the residual of all other elements presented in a statement of financial position. This Statement amends the net asset reporting requirements in Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, and other pronouncements by incorporating deferred outflows of resources and deferred inflows of resources into the definitions of the required components of the residual measure and by renaming that measure as net position, rather than net assets.

The District has implemented the provisions of this Statement for the year ended June 30, 2013.

New Accounting Pronouncements

In March 2012, the GASB issued Statement No. 65, *Items Previously Reported as Assets and Liabilities*. This Statement establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities.

Concepts Statement No. 4, *Elements of Financial Statements*, introduced and defined the elements included in financial statements, including deferred outflows of resources and deferred inflows of resources. In addition, Concepts Statement No. 4 provides that reporting a deferred outflow of resources or a deferred inflow of resources should be limited to those instances identified by the Board in authoritative pronouncements that are established after applicable due process. Prior to the issuance of this Statement, only two such pronouncements have been issued. Statement No. 53, *Accounting and Financial Reporting for Derivative Instruments*, requires the reporting of a deferred outflow of resources or a deferred inflow of resources for the changes in fair value of hedging derivative instruments, and Statement No. 60, *Accounting and Financial Reporting for Service Concession Arrangements*, requires a deferred inflow of resources to be reported by a transferor government in a qualifying service concession arrangement. This Statement amends the financial statement element classification of certain items previously reported as assets and liabilities to be consistent with the definitions in Concepts Statement No. 4. This Statement also provides other financial reporting guidance related to the impact of the

SOLANO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2013 AND 2012

financial statement elements deferred outflows of resources and deferred inflows of resources, such as changes in the determination of the major fund calculations and limiting the use of the term *deferred* in financial statement presentations.

The provisions of this Statement are effective for financial statements for periods beginning after December 15, 2012. Early implementation is encouraged.

In June 2012, the GASB issued Statement No. 68, *Accounting and Financial Reporting for Pensions—an amendment of GASB Statement No. 27*. The primary objective of this Statement is to improve accounting and financial reporting by state and local governments for pensions. It also improves information provided by state and local governmental employers about financial support for pensions that is provided by other entities. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for pensions with regard to providing decision-useful information, supporting assessments of accountability and inter-period equity, and creating additional transparency.

This Statement replaces the requirements of Statement No. 27, *Accounting for Pensions by State and Local Governmental Employers*, as well as the requirements of Statement No. 50, *Pension Disclosures*, as they relate to pensions that are provided through pension plans administered as trusts or equivalent arrangements (hereafter jointly referred to as trusts) that meet certain criteria. The requirements of Statements No. 27 and No. 50 remain applicable for pensions that are not covered by the scope of this Statement.

The scope of this Statement addresses accounting and financial reporting for pensions that are provided to the employees of state and local governmental employers through pension plans that are administered through trusts that have the following characteristics:

- Contributions from employers and non-employer contributing entities to the pension plan and earnings on those contributions are irrevocable.
- Pension plan assets are dedicated to providing pensions to plan members in accordance with the benefit terms.
- Pension plan assets are legally protected from the creditors of employers, non-employer contributing entities, and the pension plan administrator. If the plan is a defined benefit pension plan, plan assets also are legally protected from creditors of the plan members.

This Statement establishes standards for measuring and recognizing liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures. For defined benefit pensions, this Statement identifies the methods and assumptions that should be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service.

Note disclosure and required supplementary information requirements about pensions also are addressed. Distinctions are made regarding the particular requirements for employers based on the number of employers whose employees are provided with pensions through the pension plan and whether pension obligations and pension plan assets are shared. Employers are classified in one of the following categories for purposes of this Statement:

- Single employers are those whose employees are provided with defined benefit pensions through single-employer pension plans—pension plans in which pensions are provided to the employees of only one employer (as defined in this Statement).

SOLANO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2013 AND 2012

- Agent employers are those whose employees are provided with defined benefit pensions through agent multiple-employer pension plans—pension plans in which plan assets are pooled for investment purposes, but separate accounts are maintained for each individual employer so that each employer's share of the pooled assets is legally available to pay the benefits of only its employees.
- Cost-sharing employers are those whose employees are provided with defined benefit pensions through cost-sharing multiple-employer pension plans—pension plans in which the pension obligations to the employees of more than one employer are pooled and plan assets can be used to pay the benefits of the employees of any employer that provides pensions through the pension plan.

In addition, this Statement details the recognition and disclosure requirements for employers with liabilities (payables) to a defined benefit pension plan and for employers whose employees are provided with defined contribution pensions. This Statement also addresses circumstances in which a non-employer entity has a legal requirement to make contributions directly to a pension plan.

This Statement is effective for fiscal years beginning after June 15, 2014. Early implementation is encouraged.

Comparative Financial Information

Comparative financial information for the prior year has been presented for additional analysis; certain amounts presented in the prior year data may have been reclassified in order to be consistent with the current year's presentation.

NOTE 3 - DEPOSITS AND INVESTMENTS

Policies and Practices

The District is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instruments; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; and collateralized mortgage obligations.

Investment in County Treasury - The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (*Education Code* Section (ECS) 41001). The fair value of the District's investment in the pool is reported in the accompanying financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

SOLANO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2013 AND 2012

Investment in the State Investment Pool - The District is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The fair value of the District's investment in the pool is reported in the accompanying financial statements at amounts based upon the District's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which is recorded on the amortized cost basis.

General Authorizations

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

Authorized Under Debt Agreements

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
County Pooled Investment Funds	N/A	None	None

SOLANO COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012**

Summary of Deposits and Investments

Deposits and investments as of June 30, 2013, are classified in the accompanying financial statements as follows:

Business-type activities	\$ 157,737,845
Fiduciary funds	<u>2,394,119</u>
Total Deposits and Investments	<u><u>\$ 160,131,964</u></u>

Deposits and investments as of June 30, 2013, consist of the following:

Cash on hand and in banks	\$ 11,048,135
Cash in revolving	15,528
Investments	<u>149,068,301</u>
Total Deposits and Investments	<u><u>\$ 160,131,964</u></u>

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District manages its exposure to interest rate risk by investing in the County pool and LAIF.

Weighted Average Maturity

The District monitors the interest rate risk inherent in its portfolio by measuring the weighted average maturity of its portfolio. Information about the weighted average maturity of the District's portfolio is presented in the following schedule:

<u>Investment Type</u>	<u>Fair Value</u>	<u>Weighted Average Maturity in Years</u>
Master Trusts	\$ 1,394,734	Less than one
County Pool	147,476,506	1.25
State Investment Pool	<u>197,061</u>	.65 years
Total	<u><u>\$ 149,068,301</u></u>	

SOLANO COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012**

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The District's investments in the County pool are not required to be rated, nor they been rated as of June 30, 2013.

Investment Type	Fair Value	Not Required To Be Rated	Rating as of Year End		
			AAA	Aa	Unrated
County Pool	\$ 147,476,506	\$ 147,476,506	\$ -	\$ -	\$ 147,476,506
Joint Powers Agency Risk Pools	1,394,734	1,394,734	-	-	1,394,734
State Investment Pool	197,061	197,061	-	-	197,061
Total	<u>\$ 149,068,301</u>	<u>\$ 149,068,301</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 149,068,301</u>

Concentration of Credit Risk

The investment policy of the District contains no limitations on the amount that can be invested in any one issuer beyond the amount stipulated by the California Government code. Disclosure of amounts in one issuer that represent five percent or more of total investments is not required for the District's investments in the County pool and LAIF.

Custodial Credit Risk - Deposits

This is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a policy for custodial credit risk. However, the California Government Code requires that a financial institution secure deposits made by State or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under State law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agency. California law also allows financial institutions to secure public deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits and letters of credit issued by the Federal Home Loan Bank of San Francisco having a value of 105 percent of the secured deposits. As of June 30, 2013, approximately \$9,500,000 of the District's bank balance was exposed to custodial credit risk because it was uninsured and collateralized with securities held by the pledging financial institution's trust department or agent, but not in the name of the District.

SOLANO COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012**

NOTE 4 - ACCOUNTS RECEIVABLE

Accounts receivable for the District consisted primarily of intergovernmental grants, entitlements, interest, and other local sources.

The accounts receivable are as follows:

	Primary Government	
	2013	2012
Federal Government		
Categorical aid	\$ 605,071	\$ 281,662
State Government		
Apportionment	7,647,374	11,291,815
Categorical aid	125,520	334,054
Restricted lottery	151,102	322,345
Local Sources		
Student receivables, net	2,711,486	2,491,347
Other local sources	823,385	810,114
Total	\$ 12,063,938	\$ 15,531,337
Student receivables	\$ 3,613,225	\$ 3,143,086
Less allowance for bad debt	(901,739)	(651,739)
Student receivables, net	\$ 2,711,486	\$ 2,491,347

Fiduciary Funds

	Fiduciary Funds	
	2013	2012
Local Sources		
Student receivables, net	\$ 78,316	\$ 68,132

NOTE 5 - PREPAID EXPENSES AND OTHER ASSETS

The District paid facility rent and workers compensation insurance prior to June 30, 2013.

SOLANO COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012**

NOTE 6 - CAPITAL ASSETS

Capital asset activity for the District for the fiscal year ended June 30, 2013, was as follows:

	Balance Beginning of Year, Restated	Additions / Adjustments	Deductions / Adjustments	Balance End of Year
Capital Assets Not Being Depreciated				
Land	\$ 6,524,355	\$ -	\$ -	\$ 6,524,355
Construction in progress	3,134,612	9,761,297	-	12,895,909
Total Capital Assets Not Being Depreciated	<u>9,658,967</u>	<u>9,761,297</u>	<u>-</u>	<u>19,420,264</u>
Capital Assets Being Depreciated				
Land improvements	8,683,899	-	-	8,683,899
Buildings	148,366,640	2,078,378	-	150,445,018
Building improvements	14,975,813	1,106,834	-	16,082,647
Furniture and equipment	11,707,912	2,035,360	257,380	13,485,892
Total Capital Assets Being Depreciated	<u>183,734,264</u>	<u>5,220,572</u>	<u>257,380</u>	<u>188,697,456</u>
Total Capital Assets	<u>193,393,231</u>	<u>14,981,869</u>	<u>257,380</u>	<u>208,117,720</u>
Less Accumulated Depreciation				
Land improvements	3,981,425	253,833	-	4,235,258
Buildings	27,351,347	2,995,795	-	30,347,142
Building improvements	2,155,872	755,375	-	2,911,247
Furniture and equipment	8,793,187	613,039	257,380	9,148,846
Total Accumulated Depreciation	<u>42,281,831</u>	<u>4,618,042</u>	<u>257,380</u>	<u>46,642,493</u>
Net Capital Assets Being Depreciated	<u>141,452,433</u>	<u>602,530</u>	<u>-</u>	<u>142,054,963</u>
Net Capital Assets	<u>\$ 151,111,400</u>	<u>\$ 10,363,827</u>	<u>\$ -</u>	<u>\$ 161,475,227</u>

Depreciation expense for the year 2013 was \$4,618,042.

Interest expense on capital related debt for the year ended June 30, 2013, was \$3,743,843. Of this amount, \$2,078,379 was capitalized.

SOLANO COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012**

Capital asset activity for the District for the fiscal year ended June 30, 2012, was as follows:

	Balance Beginning of Year	Additions / Adjustments	Deductions / Adjustments	Balance End of Year
Capital Assets Not Being Depreciated				
Land	\$ 6,524,355	\$ -	\$ -	\$ 6,524,355
Construction in progress	-	3,134,612	-	3,134,612
Total Capital Assets Not Being Depreciated	<u>6,524,355</u>	<u>3,134,612</u>	<u>-</u>	<u>9,658,967</u>
Capital Assets Being Depreciated				
Land improvements	8,683,899	-	-	8,683,899
Buildings	126,321,031	-	-	126,321,031
Building improvements	6,044,005	57,091	-	6,101,096
Furniture and equipment	11,366,392	546,320	204,800	11,707,912
Total Capital Assets Being Depreciated	<u>152,415,327</u>	<u>603,411</u>	<u>204,800</u>	<u>152,813,938</u>
Total Capital Assets	<u>158,939,682</u>	<u>3,738,023</u>	<u>204,800</u>	<u>162,472,905</u>
Less Accumulated Depreciation				
Land improvements	3,719,444	261,981	-	3,981,425
Buildings	19,956,979	2,544,334	-	22,501,313
Building improvements	1,273,469	303,596	-	1,577,065
Furniture and equipment	8,356,757	545,452	109,022	8,793,187
Total Accumulated Depreciation	<u>33,306,649</u>	<u>3,655,363</u>	<u>109,022</u>	<u>36,852,990</u>
Net Capital Assets Being Depreciated	<u>119,108,678</u>	<u>(3,051,952)</u>	<u>95,778</u>	<u>115,960,948</u>
Net Capital Assets	<u>\$ 125,633,033</u>	<u>\$ 82,660</u>	<u>\$ 95,778</u>	<u>\$ 125,619,915</u>

Depreciation expense for the year 2012 was \$3,655,363.

NOTE 7 - ACCOUNTS PAYABLE

Accounts payable for the District consisted of the following:

	Primary Government	
	2013	2012
Accrued payroll and related liabilities	\$ 1,171,648	\$ 915,391
Construction projects	2,685,136	1,015,042
Construction retention	447,851	-
Vendor payables	4,425,085	3,929,034
Total	<u>\$ 8,729,720</u>	<u>\$ 5,859,467</u>

Fiduciary Funds

	Fiduciary Funds	
	2013	2012
Vendor Payable	\$ 21,006	\$ 425

SOLANO COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012**

NOTE 8 - DEFERRED REVENUE

Deferred revenue consisted of the following:

	Primary Government	
	2013	2012
Federal financial assistance	\$ 65,049	\$ 71,554
State categorical aid	722,057	1,203,237
State deferred restricted lottery	561,442	-
Enrollment fees	2,571,010	2,163,386
Other local	32,426	159,337
Total	<u>\$ 3,951,984</u>	<u>\$ 3,597,514</u>

Fiduciary Funds

	Fiduciary Funds	
	2013	2012
Other local	<u>\$ 54,842</u>	<u>\$ 46,148</u>

NOTE 9 - INTERFUND TRANSACTIONS

Interfund Receivables and Payables (Due To/Due From)

Interfund receivable and payable balances arise from interfund transactions and are recorded by all funds affected in the period in which transactions are executed. Interfund activity within the governmental funds and fiduciary funds has been eliminated respectively, in the consolidation process of the basic financial statements. Balances owing between the primary government and the fiduciary funds are not eliminated in the consolidation process.

As of June 30, 2013, the amount owed between the government and the fiduciary funds was \$123,101, for a transfer of retiree benefits costs from the general fund to the post employment benefit fund.

Interfund Operating Transfers

Operating transfers between funds of the District are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund as debt service payments become due, and (3) use restricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations. Operating transfers between funds of the District have been eliminated in the consolidation process. Transfers between the primary government and the fiduciary funds are not eliminated in the consolidation process. During the 2013 fiscal year the amount transferred to the primary government from the fiduciary fund amounted to \$0. The amounts transferred from the fiduciary funds to the primary government amounted to \$86,032.

SOLANO COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012**

NOTE 10 - LONG-TERM OBLIGATIONS

Summary

The changes in the District's long-term obligations during the 2013 fiscal year consisted of the following:

	Balance Beginning of Year	Additions	Deductions	Balance End of Year	Due in One Year
General obligation bonds	\$ 114,936,362	\$ 122,176,691	\$ 4,520,000	\$ 232,593,053	\$ 4,900,000
Revenue bonds	-	12,300,000	-	12,300,000	340,188
Bond premiums	5,506,720	663,749	479,081	5,691,388	501,206
Total Bonds and Notes Payable	<u>120,443,082</u>	<u>135,140,440</u>	<u>4,999,081</u>	<u>250,584,441</u>	<u>5,741,394</u>
Other Liabilities					
Compensated absences	944,523	-	18,045	926,478	-
Capital leases	282,939	-	92,348	190,591	94,299
Supplemental retirement plan	524,334	-	174,778	349,556	174,778
OPEB Liability	7,493,397	221,098	-	7,714,495	-
Total Other Liabilities	<u>9,245,193</u>	<u>221,098</u>	<u>285,171</u>	<u>9,181,120</u>	<u>269,077</u>
 Total Long-Term Debt	 <u>\$ 129,688,275</u>	 <u>\$ 135,361,538</u>	 <u>\$ 5,284,252</u>	 <u>\$ 259,765,561</u>	 <u>\$ 6,010,471</u>

The changes in the District's long-term obligations during the 2012 fiscal year consisted of the following:

	Balance Beginning of Year	Additions	Deductions	Balance End of Year	Due in One Year
Bonds and Notes Payable					
General obligation bonds	\$ 116,967,284	\$ 2,129,078	\$ 4,160,000	\$ 114,936,362	\$ 4,520,000
Bond premiums	5,985,801	-	479,081	5,506,720	479,081
Total Bonds and Notes Payable	<u>122,953,085</u>	<u>2,129,078</u>	<u>4,639,081</u>	<u>120,443,082</u>	<u>4,999,081</u>
Compensated absences	893,682	65,752	14,911	944,523	-
Capital leases	373,225	-	90,286	282,939	92,348
Supplemental retirement plan	699,112	-	174,778	524,334	174,778
OPEB Liability	7,677,479	1,802,451	1,986,533	7,493,397	-
Total Other Liabilities	<u>9,643,498</u>	<u>1,868,203</u>	<u>2,266,508</u>	<u>9,245,193</u>	<u>267,126</u>
Total Long-Term Debt	<u>\$ 132,596,583</u>	<u>\$ 3,997,281</u>	<u>\$ 6,905,589</u>	<u>\$ 129,688,275</u>	<u>\$ 5,266,207</u>

Description of Debt

Payments on the general obligation bonds are made by the bond interest and redemption fund with local property tax revenues. Payments on the lease revenue bonds are made by the capital outlay fund with Measure G funds. The capital leases are paid by the general fund. The compensated absences, supplemental retirement plan, and OPEB liability will be paid by the fund for which the employee worked.

SOLANO COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012**

General Obligations Bonds

General obligation bonds were approved by a local election in 2002. The total amount approved by the voters was \$124,500,000.

In May 2003, the District issued 2002 General Obligation Bonds, Series A in the amount of \$80,000,000 for the purpose of construction and repairing college education facilities.

In March 2005, the District issued \$81,349,812 of General Obligation Refunding Bonds with interest rates ranging from 3 percent to 5 percent to advance refund the 2003 issued and outstanding term bonds with remaining obligation of \$77,045,000. The final maturity date of the bonds is August 1, 2022. After payment of issuance and related costs of \$1,002,244 the net proceeds of the bond sale were \$88,845,928. \$80,406,861 of the net proceeds was used to purchase U.S. government securities and those securities were deposited in an irrevocable trust with an escrow agent to provide debt service payments until the term bonds are paid in full. The advanced refunding met the requirements of a legal debt defeasance and the prior bond issuance is removed from the District’s government wide financial statements. The premium from the bond issuance of \$8,498,361 and gain on defeasance of \$702,367 are capitalized and being amortized over the life of the bond.

In May 2005, the District issued 2002 General Obligation Bonds, Series B in the amount of \$44,495,279 for the purpose of construction and repairing college education facilities. The final maturity date of the bonds is August 1, 2031.

In June 2013, the District issued 2012 General Obligation Bonds, Series A in the amount of \$89,996,899 and Series B for \$30,000,000 for the purpose of construction and repairing college education facilities. The final maturity date of the bonds is August 1, 2047.

Issue Date	Maturity Date	Interest Rate	Original Issue	Bonds			Bonds	
				Outstanding July 1, 2012	Issued	Accreted	Redeemed	Outstanding June 30, 2013
Mar-05	8/1/2022	3.0%-5.0%	\$81,349,812	\$ 63,292,999	\$ -	\$ 1,640,156	\$ 4,055,000	\$ 60,878,155
Sep-06	8/1/2031	4.0%-5.0%	44,495,279	51,643,363	-	539,636	465,000	51,717,999
Jun-13	8/1/2047	2.0%-5.49%	89,996,899	-	89,996,899	-	-	89,996,899
Jun-13	8/1/2040	2.8%-5.5%	30,000,000	-	30,000,000	-	-	30,000,000
				<u>\$ 114,936,362</u>	<u>\$ 119,996,899</u>	<u>\$ 2,179,792</u>	<u>\$ 4,520,000</u>	<u>\$ 232,593,053</u>

SOLANO COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012**

Debt Maturity

Fiscal Year	Principal	Interest	Interest to Maturity	Total
2014	\$ 4,900,000	\$ 8,918,245	\$ -	\$ 13,818,245
2015	6,730,000	8,150,367	-	14,880,367
2016	8,070,000	7,566,692	-	15,636,692
2017	8,532,169	7,185,492	242,831	15,960,492
2018	9,640,000	6,751,542	-	16,391,542
2019-2023	34,629,811	28,442,264	9,750,188	72,822,263
2024-2028	23,638,946	28,191,008	27,921,052	79,751,006
2029-2033	26,891,013	26,753,399	22,263,987	75,908,399
2034-2038	13,381,617	22,896,689	8,977,194	45,255,500
2039-2043	27,723,433	17,195,103	12,001,750	56,920,286
2044-2048	55,785,000	6,547,842	-	62,332,842
Total	<u>219,921,989</u>	<u>\$ 168,598,643</u>	<u>\$ 81,157,002</u>	<u>\$ 469,677,634</u>
Accretions to date	12,671,064			
Total	<u>\$ 232,593,053</u>			

Lease Revenue Bonds

In May 2013, the District issued Lease Revenue Bonds in the amount of \$12,300,000 for the purpose of solar projects.

Year Ending June 30,	Lease Principal	Interest	Total
2014	\$ 340,188	\$ 832,095	\$ 1,172,283
2015	688,300	531,657	1,219,957
2016	699,003	500,494	1,199,498
2017	709,873	468,847	1,178,720
2018	720,911	436,708	1,157,619
2019-2023	3,776,236	1,683,685	5,459,921
2024-2028	4,079,112	801,844	4,880,956
2029	1,286,377	58,165	1,344,541
	<u>\$ 12,300,000</u>	<u>\$ 5,313,495</u>	<u>\$ 17,613,495</u>

Capital Lease Obligations

The District has entered into various lease-purchase agreements for equipment originally valued at \$1,200,000 under agreements which provide for title to pass upon expiration of the lease period. Interest charged on certain lease-purchase agreements is calculated at 65 percent to 72 percent of prime rates. The capitalized lease obligations are generally collateralized by the leased property. The annual debt service for these leases is paid from the operating revenues of the District.

SOLANO COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012**

Capital improvements	\$ 1,200,000
Less: Estimated accumulated depreciation	<u>672,000</u>
Total	<u><u>\$ 528,000</u></u>

Year Ending <u>June 30,</u>	Lease <u>Payment</u>
2014	\$ 98,326
2015	<u>98,327</u>
Total	196,653
Less: Amount Representing Interest	<u>6,062</u>
Present Value of Minimum Lease Payments	<u><u>\$ 190,591</u></u>

Supplemental Retirement Plan

The district by board resolution offered a Supplementary Retirement Plan through PARS (Public Agency Retirement Services) effective April 21, 2010. Seventeen faculty, staff, and administrators participated in the program and have retired. The district will fund the annuity premiums as follows:

Year Ending <u>June 30,</u>	Retirement <u>Payment</u>
2014	\$ 174,778
2015	<u>174,778</u>
Total	<u><u>\$ 349,556</u></u>

Other Postemployment Benefits Obligation

The District’s annual required contribution for the year ended June 30, 2013, was \$1,718,356, and contributions made by the District during the year were \$1,497,258, which resulted in a net increase to the net OPEB obligation of \$305,193. As of June 30, 2013, the net OPEB obligation was \$7,714,495. See Note 11 for additional information regarding the OPEB obligation and the postemployment benefits plan.

SOLANO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2013 AND 2012

NOTE 11 - POSTEMPLOYMENT HEALTH CARE PLAN AND OTHER POSTEMPLOYMENT BENEFITS (OPEB) OBLIGATION

The District provides postemployment health care benefits for retired employees in accordance with negotiated contracts with the various bargaining units of the District.

	<u>Faculty</u>	<u>Classified</u>	<u>Management</u>	<u>Operating Engineers</u>
Benefit types provided	Medical, dental and vision *	Medical, dental and vision *	Medical, dental and vision *	Medical, dental and vision *
Duration of Benefits	10 years **	5, 8, or 10 years **	5, 8, or 10 years **	5, 8, or 10 years **
Required Service	15 years ***	10 years	10 years	10 years
Minimum Age	55	50	50	50
Dependent Coverage	Spouse	Spouse	Spouse	Spouse
District Contribution %	100%	100%	100%	100%
District Cap	None	None	None	None

* Some retirees do not receive all three benefit types.

**Retirees electing coverage for less than 10 years receive cash payments depending on the duration elected. Retirees may waive retiree health benefits in exchange for cash payments. Faculty and management may waive dental benefits in exchange for cash payments.

***Faculty hired before July 1, 2004 only need 10 years of service

Plan Description

The District Plan provides medical and dental, and vision insurance benefits to eligible retirees and their spouses. Membership in the Plan consists of 118 retirees and beneficiaries currently receiving benefits, and 329 active employee plan members. The District is a member of the California Community College League Retiree Health Benefit Program, which is an investment program used to set aside funds for future retiree benefits. Separate financial statements for the Investment Trust can be obtained by contacting the California Community College League Retiree Health Benefit Program at 2017 O Street, Sacramento CA 95811.

Funding Policy

The contribution requirements of plan members and the District are established and may be amended by the District and the District's bargaining units. The required contribution is based on projected pay-as-you-go financing requirements with an additional amount to prefund benefits as determined annually through agreements between the District and the bargaining units. For fiscal year 2012-2013, the District paid \$1,497,258 in pay as you go health premiums and did not contribute any additional amounts to the JPA Investment Trust in 2012-13. In addition, the District has accrued a payable of \$123,101 to be transferred to the trust after June 30, 2013.

Annual OPEB Cost and Net OPEB Obligation

The District's annual OPEB cost (expense) is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the payments of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial accrued liabilities (UAAL) (or funding costs) over a period not to exceed 30 years.

SOLANO COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012**

The following table shows the components of the District's annual OPEB cost for the year, the amount actually contributed through payment of pay as you go amounts and contributions to the Investment Trust, and changes in the District's net OPEB obligation to the Plan:

Annual required contribution	\$ 1,718,356
Total contributions	<u>(1,497,258)</u>
Increase (decrease) in net OPEB obligation	221,098
Net OPEB obligation, July 1, 2012	<u>7,493,397</u>
Net OPEB obligation, June 30, 2013	<u><u>\$ 7,714,495</u></u>

The annual OPEB cost, the percentage of annual OPEB cost contributed through pay as you go amounts and to the Investment Trust, and the net OPEB obligation for the past three years is as follows:

Fiscal Year Ended	Annual OPEB Cost	Actual Contribution	Percentage Contributed	Net OPEB Obligation
June, 2013	\$ 1,718,356	\$ 1,497,258	87%	\$ 7,714,495
June, 2012	1,802,451	1,986,533	110%	7,493,397
June, 2011	1,509,429	1,604,049	106%	7,677,479

Funding Status and Funding Progress

Actuarial valuation of an ongoing plan involves estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the Plan and the annual required contribution of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information, follows the notes to the financial statements and presents multi-year trend information about whether the actuarial value of Investment Trust assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive Plan (the Plan as understood by the employer and the Plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and the Plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial values of assets, consistent with the long-term perspective of the calculations.

In the October 1, 2010, actuarial valuation, the entry age normal method was used. The actuarial assumptions included a 6.5 percent investment rate of return (net of administrative expenses), based on the Plan being funded in an irrevocable employee benefit trust fund invested in a long-term fixed income portfolio. Healthcare cost trend rates 4 percent. The UAAL is being amortized using the level percent of payroll method. The remaining amortization period at June 30, 2012, was 22 years. The actuarial value of assets was \$1,016,238 as of this actuarial valuation.

SOLANO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2013 AND 2012

NOTE 12 - RISK MANAGEMENT

Insurance Coverage

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

Joint Powers Authority Risk Pools

During fiscal year ending June 30, 2013, the District contracted with the Northern Community Colleges Self Insurance Authority, a Joint Powers Authority for property and liability insurance coverage. Settled claims have not exceeded this commercial coverage in any of the past three years. There has not been a significant reduction in coverage from the prior year.

Workers' Compensation

For fiscal year 2012-2013, the District participated in the Northern Community Colleges Self Insurance Authority Joint Powers Authority (JPA), an insurance purchasing pool. The intent of the JPA is to achieve the benefit of a reduced premium for the District by virtue of its grouping and representation with other participants in the JPA. The workers' compensation experience of the participating districts is calculated as one experience, and a common premium rate is applied to all districts in the JPA. Each participant pays its workers' compensation premium based on its individual rate. Total savings are then calculated and each participant's individual performance is compared to the overall saving. A participant will then either receive money from or be required to contribute to the "equity-pooling fund." This "equity pooling" arrangement ensures that each participant shares equally in the overall performance of the JPA. Participation in the JPA is limited to K-12 and community college districts that can meet the JPA's selection criteria.

Employee Medical Benefits

The District has contracted with Kaiser, Blue Shield, and Healthnet to provide employee medical benefits. Rates are set through an annual calculation process. The District pays a monthly premium based on plan membership.

<u>Insurance Program / Company Name</u>	<u>Type of Coverage</u>	<u>Limits</u>
Northern Community Colleges Self Insurance Authority	Workers' Compensation	Statutory Limits
Northern Community Colleges Self Insurance Authority	Liability	\$ 25,000,000
SAFER	Excess Liability	\$25,000,000 - \$50,000,000
Northern Community Colleges Self Insurance Authority	Property	\$ 250,000,000

NOTE 13 - EMPLOYEE RETIREMENT SYSTEMS

Qualified employees are covered under multiple-employer retirement plans maintained by agencies of the State of California. Certificated employees are members of the California State Teachers' Retirement System (CalSTRS) and classified employees are members of the California Public Employees' Retirement System (CalPERS).

SOLANO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2013 AND 2012

CalSTRS

Plan Description

The District contributes to CalSTRS, a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalSTRS. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and survivor benefits to beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. CalSTRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalSTRS annual financial report may be obtained from CalSTRS, 100 Waterfront Place, West Sacramento, CA 95605.

Funding Policy

Active members are required to contribute 8.0 percent of their salary, and the District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalSTRS Teachers' Retirement Board. The required employer contribution rate for fiscal year 2012-2013 was 8.25 percent of annual payroll. The contribution requirements of the plan members are established by State statute. The District's contributions to CalSTRS for the fiscal years ended June 30, 2013, 2012, and 2011, were \$1,269,088, \$1,301,476, and \$1,401,028, respectively, and equal 100 percent of the required contributions for each year.

CalPERS

Plan Description

The District contributes to the School Employer Pool under CalPERS a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and survivor benefits to plan members and beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Laws. CalPERS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalPERS' annual financial report may be obtained from the CalPERS Executive Office, 400 P Street, Sacramento, CA 95811.

Funding Policy

Active plan members are required to contribute 7.0 percent of their salary, and the District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalPERS Board of Administration. The required employer contribution rate for fiscal year 2012-2013 was 11.417 percent of covered payroll. The contribution requirement of the plan members are established by State statute. The District's contributions to CalPERS for fiscal years ending June 30, 2013, 2012, and 2011, were \$1,175,242, \$1,076,649, and \$1,098,965, respectively, and equaled 100 percent of the required contributions for each year.

SOLANO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2013 AND 2012

Tax Deferred Annuity

As established by Federal law, all public sector employees who are not members of their employer's existing retirement system (CalSTRS or CalPERS) must be covered by Social Security or an alternative plan. The District has elected to use STRS cash balance program as its alternative plan. Contributions made by the District and an employee vest immediately. The District contributes 4 percent of an employee's gross earnings. An employee is required to contribute 4 percent of his or her gross earnings to the pension plan.

On-Behalf Payments

The State of California makes contributions to CalSTRS and CalPERS on behalf of the District. These payments consist of State General Fund contributions to CalSTRS for the fiscal years ended June 30, 2013, 2012, and 2011, which amounted to \$876,939, \$886,274, and \$722,836, respectively. The 2013 contribution rate was 5.176 percent of salaries subject to CalSTRS. Contributions are no longer appropriated in the annual Budget Act for the legislatively mandated benefits to CalPERS. Therefore, there is no on behalf contributions rate for CalPERS. No contributions were made for CalPERS for the years ended June 30, 2013, 2012, and 2011. Under accounting principles generally accepted in the United States of America, these amounts are to be reported as revenues and expenses. These amounts have been reflected in the basic financial statements as a component of nonoperating revenue and employee benefit expense.

Deferred Compensation

The District offers its employees a CalPERS administered 457 Deferred Compensation Program (the Program). The Program, available to all permanent employees, permits them to defer a portion of pre-tax salary into investment of an individual's own choosing until future years. The deferred compensation is not available to the employees or their beneficiaries until termination, retirement, death, or an unforeseeable emergency. The CalPERS Board controls the investment and administrative functions of the CalPERS 457 Deferred Compensation Program. The Board for the exclusive benefit of participating employees, which adds security, holds the assets in trust.

NOTE 14 - PARTICIPATION IN PUBLIC ENTITY RISK POOLS AND JOINT POWERS AUTHORITIES

The District is a member of the Northern California Community Colleges Self Insurance Authority and the California Community College League Retiree Health Benefit Program, Joint Powers Authorities. The District pays annual premiums for its property and liability coverage and a fee to use the retirement plan investment trust. The relationship between the District and the JPAs are such that they are not component units of the District for financial reporting purposes.

The JPAs have budgeting and financial reporting requirements independent of member units and their financial statements are not presented in these financial statements; however, transactions between the JPA and the District are included in these statements. Audited financial statements are available from the respective entities.

The District's share of year-end assets, liabilities, or fund equity has not been calculated.

During the year ended June 30, 2013, the District made payments of approximately \$ 1,002,246 to the Northern California Community Colleges Self Insurance Authority.

SOLANO COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012**

NOTE 15 - COMMITMENTS AND CONTINGENCIES

Grants

The District receives financial assistance from Federal and State agencies in the form of grants. The disbursement of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and is subject to audit by the grantor agencies. Any disallowed claims resulting from such audits could become a liability of the District. However, in the opinion of management, any such disallowed claims will not have a material adverse effect on the overall financial position of the District at June 30, 2013.

Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the District at June 30, 2013.

Construction Commitments

As of June 30, 2013, the District had the following commitments with respect to the capital projects:

CAPITAL PROJECT	Remaining Construction Commitment	Expected Date of Completion
Building 1300	\$ 532,288	August-13
Fairfield Sunpower	6,564,925	December-13
Vacaville Sunpower	780,120	January-14
Vallejo Sunpower	110,171	July-13
	<u>\$ 7,987,504</u>	

Deferral of State Apportionments

Certain apportionments owed to the District for funding of FTES, categorical programs, and construction reimbursements which are attributable to the 2012-2013 fiscal year have been deferred to the 2013-2014 fiscal year. The total amount of funding deferred into the 2013-2014 fiscal year was \$ 8,875,812. As of the date of the audit report, the entire amount has been received. These deferrals of apportionment are considered permanent with future funding also being subject to deferral into future years.

NOTE 16 - RESTATEMENT OF PRIOR YEAR FUND BALANCES

The District's prior year beginning net position has been restated as of June 30, 2013.

Effective fiscal year 2012-2013, the District was required to capitalize interest as part of the historical cost of constructing certain business-type activity assets. This required a change in accounting principle and restatement of beginning net position. In addition, a restatement of prior year construction overhead allocation was recorded.

Net Position - Beginning	\$ 29,767,783
Restatement of capital assets for implementation of GASB Statement No. 62	17,195,575
Restatement of capital assets for overhead allocations	8,295,910
Net Position - Beginning, as Restated	<u>\$ 55,259,268</u>

REQUIRED SUPPLEMENTARY INFORMATION

SOLANO COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF OTHER POSTEMPLOYMENT BENEFITS (OPEB) FUNDING
PROGRESS
FOR THE YEAR ENDED JUNE 30, 2013**

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) - Method Used (b)	Unfunded AAL (UAAL) (b - a)	Funded Ratio (a / b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b - a) / c)
March 1, 2008	\$ 937,234	\$ 14,444,447	\$ 13,507,213	6.5%	\$ 34,304,656	39.4%
October 1, 2010	1,016,238	17,015,810	15,999,572	6.0%	\$ 35,333,796	45.3%

SUPPLEMENTARY INFORMATION

SOLANO COMMUNITY COLLEGE DISTRICT

DISTRICT ORGANIZATION

JUNE 30, 2013

Solano Community College District was established in 1945, and is comprised of one 192 acre campus and two education centers located in Vacaville, and Vallejo in Solano County. There were no changes in the boundaries of the District during the current year. The District's college is accredited by the Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges, which is one of six regional associations that accredit public and private schools, colleges, and universities in the United States.

BOARD OF TRUSTEES

<u>MEMBER</u>	<u>OFFICE</u>	<u>TERM EXPIRES</u>
Sarah E. Chapman, Ph.D	President	2014
Pam Keith	Vice-President	2014
Monica Brown	Member	2016
Denis Honeychurch, J.D.	Member	2014
Michael A. Martin	Member	2016
Rosemary Thurston	Member	2016
A. Marie Young	Member	2014
Latifah Alexander	Student Trustee	2014

ADMINISTRATION

Jowel C. Laguerre, PhD	Superintendent- President / Board Secretary
Yulian Ligioso	Vice President, Finance and Administration
Patrick Killingsworth	Director of Fiscal Services

See accompanying note to supplementary information.

SOLANO COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2013**

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. DEPARTMENT OF EDUCATION			
STUDENT FINANCIAL AID CLUSTER			
Supplemental Educational Opportunity Grant (SEOG)	84.007	[1]	\$ 132,400
Pell Grant	84.063	[1]	9,362,166
Student Financial Aid Administrative Allowance	84.063	[1]	3,530
Federal Work Study Program	84.033	[1]	198,113
Federal Direct Student Loans	84.268	[1]	2,684,298
Subtotal Student Financial Aid Cluster			<u>12,380,507</u>
Veteran Assistance Title 38	84.111	[1]	3,817
Passed through California State Chancellors Office			
Career and Technical Education - Basic Grants to States	84.048	11-C01-060	660,659
Career and Technical Education - Basic Grants to States - CTE Transitions	84.048	11-112-280	49,390
Total U.S. Department of Education			<u>13,094,373</u>
U.S. DEPARTMENT OF VETERAN'S AFFAIRS			
Post-9/11 Veterans Educational Assistance	64.028	[1]	<u>133,772</u>
U.S DEPARTMENT OF LABOR			
Passed through the Employment Development Department			
Alternative and Renewable Fuel Technology	17.258	[2]	280,090
Passed through Los Medanos College			
Trade Adjustment Assistance Community College & Career Training Grants	17.282	[2]	86,593
Passed through Napa Valley Community College			
WIA Nurse Expansion	17.261	[2]	52,320
Total U.S. Department of Labor			<u>419,003</u>
U.S DEPARTMENT OF AGRICULTURE			
Passed through the California Department of Education			
Child Care Food Program	10.558	03628	<u>55,989</u>
U.S DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Foster Care Title IV-E	93.658	10011	100,292
TEMPORARY ASSISTANCE FOR NEEDY FAMILIES CLUSTER			
Passed through California State Chancellors Office			
Temporary Assistance for Needy Families (TANF)	93.558	[2]	53,476
Total U.S. Department of Health and Human Services			<u>153,768</u>
CORPORATION FOR NATIONAL AND COMMUNITY SERVICE			
Americorps	94.006	[1]	<u>25,171</u>
SMALL BUSINESS ADMINISTRATION			
Passed through Humboldt State University			
Small Business Development Centers	59.037	F2144, F0305, F0405	<u>140,907</u>
U.S DEPARTMENT OF TRANSPORTATION			
Dwight David Eisenhower Transportation Fellowship Program	20.215	[1]	5,000
			<u>\$ 14,027,983</u>

[1] Pass through number not applicable.

[2] Pass through number not available.

See accompanying note to supplementary information.

SOLANO COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF EXPENDITURES OF STATE AWARDS
FOR THE YEAR ENDED JUNE 30, 2013**

Program	Program Entitlements			Program Revenues				Program Expenditures
	Current Year	Prior Year	Total Entitlement	Cash Received	Accounts Receivable	Deferred Revenue	Total Revenue	
Basic Skills - On Going	\$ 118,753	\$ 70,191	\$ 188,944	\$ 118,753	\$ -	\$ 69,341	\$ 119,603	\$ 119,603
Cal Works	165,656	-	165,656	165,656	-	25,705	139,951	139,951
Cal Grants	580,301	-	580,301	580,301	-	-	580,301	580,301
CARE	47,479	-	47,479	47,479	-	-	47,479	47,479
CTE: Community Collaborative Supplement		106,076	106,076	-	-	-	106,076	106,076
CTE: Community Collaborative Core		310,500	310,500	-	-	-	310,500	310,500
CTE: Community Collaborative Project		329,080	329,080	41,135	-	290,974	79,241	79,241
CTE SB1070 Community Collaborative 12-TBI	387,023	-	387,023	290,267	-	290,267	-	-
Disabled Students Programs and Services	478,351	560	478,911	478,911	-	-	478,911	478,351
EDD Alt Fuel Prog ARFVTP 12-041-006	245,080	-	245,080	-	22,483	-	22,483	22,483
Extended Opportunity Program and Services	308,530	-	308,530	308,530	-	-	308,530	308,530
Foster and Kinship Care	112,918	-	112,918	57,974	54,944	-	112,918	112,918
Instructional Equipment, on going	-	9,912	9,912	9,912	-	9,912	-	-
Lottery - Prop. 20	177,593	357,209	534,802	383,701	151,101	535,738	(936)	(936)
Matriculation - Credit	296,738	-	296,738	296,738	-	-	296,738	296,739
Matriculation - Non-Credit	180	-	180	180	-	-	180	180
Nurse Enrollment Growth 10-116-047	300,587	-	300,587	252,493	48,094	-	300,587	300,587
Staff Development	-	44,010	44,010	-	-	43,690	320	320
Student Financial Aid Administrative Allowanc	374,395	-	374,395	374,395	-	-	374,395	374,395
Transfer Education and Articulation		951	951	951	-	951	-	-
TTIP		16,921	16,921	16,921	-	16,921	-	-
YESS Program	22,500	-	22,500	22,574	-	-	22,574	22,500
Subtotal	<u>\$ 4,218,607</u>	<u>\$ 1,245,410</u>	<u>\$ 4,838,994</u>	<u>\$ 3,446,871</u>	<u>\$ 276,622</u>	<u>\$ 1,283,499</u>	<u>\$ 3,299,851</u>	<u>\$ 3,299,218</u>

See accompanying note to supplementary information.

SOLANO COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF WORKLOAD MEASURES FOR STATE GENERAL
 APPORTIONMENT - ANNUAL (ACTUAL) ATTENDANCE
 FOR THE YEAR ENDED JUNE 30, 2013**

CATEGORIES	Annual Reported Data	Audit Adjustments	Audited Data
A. Summer Intersession (Summer 2012 only)			
1. Noncredit **	-	-	-
2. Credit	-	-	-
B. Summer Intersession (Summer 2013 - Prior to July 1, 2013)			
1. Noncredit **	-	-	-
2. Credit	9.57	-	9.57
C. Primary Terms (Exclusive of Summer Intersession)			
1. Census Procedure Courses			
(a) Weekly Census Contact Hours	5,466.27	(2.77)	5,463.50
(b) Daily Census Contact Hours	236.46	-	236.46
2. Actual Hours of Attendance Procedure Courses			
(a) Noncredit **	0.10	-	0.10
(b) Credit	332.51	-	332.51
3. Alternative Attendance Accounting Procedures			
(a) Weekly Census Contact Hours	874.44	-	874.44
(b) Daily Census Contact Hours	70.16	-	70.16
(c) Noncredit Independent Study/Distance Education Courses	-	-	-
D. Total FTES	<u>6,989.51</u>	<u>(2.77)</u>	<u>6,986.74</u>

SUPPLEMENTAL INFORMATION (Subset of Above Information)

E. In Service Training Courses (FTES)

H. Basic Skills courses and Immigrant Education

1. Noncredit **	-	-	-
2. Credit	612.77	-	-

CCFS-320 Addendum

Centers FTES

1 Noncredit **	-	-	-
2 Credit	2,000.00	-	2,000.00
	<u>2,000.00</u>	<u>-</u>	<u>2,000.00</u>

See accompanying note to supplementary information.

SOLANO COMMUNITY COLLEGE DISTRICT

RECONCILIATION OF EDUCATION CODE SECTION 84362 (50 PERCENT LAW) CALCULATION FOR THE YEAR ENDED JUNE 30, 2013

Object/TOP Codes	ECS 84362 A Instructional Salary Cost AC 0100 - 5900 and AC 6110			ECS 84362 B Total CEE AC 0100 - 6799		
	Reported Data	Audit Adjustments	Revised Data	Reported Data	Audit Adjustments	Revised Data
Academic Salaries						
Instructional Salaries						
Contract or Regular	\$ 9,264,436	\$ -	\$ 9,264,436	\$ 9,310,269	\$ -	\$ 9,310,269
Other	5,525,907	-	5,525,907	5,526,182	-	5,526,182
Total Instructional Salaries	14,790,343	-	14,790,343	14,836,451	-	14,836,451
Noninstructional Salaries						
Contract or Regular	-	-	-	3,207,797	-	3,207,797
Other	-	-	-	277,920	-	277,920
Total Noninstructional Salaries	-	-	-	3,485,717	-	3,485,717
Total Academic Salaries	14,790,343	-	14,790,343	18,322,168	-	18,322,168
Classified Salaries						
Noninstructional Salaries						
Regular Status	-	-	-	6,698,119	-	6,698,119
Other	-	-	-	442,725	-	442,725
Total Noninstructional Salaries	-	-	-	7,140,844	-	7,140,844
Instructional Aides						
Regular Status	875,609	-	875,609	875,618	-	875,618
Other	226,645	-	226,645	234,608	-	234,608
Total Instructional Aides	1,102,254	-	1,102,254	1,110,226	-	1,110,226
Total Classified Salaries	1,102,254	-	1,102,254	8,251,070	-	8,251,070
Employee Benefits	5,298,316	-	5,298,316	10,770,161	-	10,770,161
Supplies and Material	-	-	-	591,174	-	591,174
Other Operating Expenses	-	-	-	5,189,343	-	5,189,343
Equipment Replacement	-	-	-	46,241	-	46,241
Total Expenditures Prior to Exclusions	21,190,913	-	21,190,913	43,170,157	-	43,170,157

See accompanying note to supplementary information.

SOLANO COMMUNITY COLLEGE DISTRICT

**RECONCILIATION OF EDUCATION CODE SECTION 84362 (50 PERCENT LAW) CALCULATION
FOR THE YEAR ENDED JUNE 30, 2013**

Object/TOP Codes	ECS 84362 A Instructional Salary Cost AC 0100 - 5900 and AC 6110			ECS 84362 B Total CEE AC 0100 - 6799		
	Reported Data	Audit Adjustments	Revised Data	Reported Data	Audit Adjustments	Revised Data
Exclusions						
Activities to Exclude						
Instructional Staff - Retirees' Benefits and Retirement Incentives	\$ 692,601	\$ -	\$ 692,601	\$ 692,601	\$ -	\$ 692,601
Student Health Services Above Amount Collected	-	-	-	-	-	-
Student Transportation	-	-	-	-	-	-
Noninstructional Staff - Retirees' Benefits and Retirement Incentives	-	-	-	814,504	-	814,504
Objects to Exclude						
Rents and Leases	-	-	-	115,988	-	115,988
Lottery Expenditures	-	-	-	-	-	-
Academic Salaries	-	-	-	228,113	-	228,113
Classified Salaries	-	-	-	108,071	-	108,071
Employee Benefits	-	-	-	133,810	-	133,810
Supplies and Materials	-	-	-	-	-	-
Software	-	-	-	-	-	-
Books, Magazines, and Periodicals	-	-	-	-	-	-
Instructional Supplies and Materials	-	-	-	2,195	-	2,195
Noninstructional Supplies and Materials	-	-	-	210,559	-	210,559
Total Supplies and Materials	-	-	-	212,754	-	212,754

See accompanying note to supplementary information.

SOLANO COMMUNITY COLLEGE DISTRICT

**RECONCILIATION OF EDUCATION CODE SECTION 84362 (50 PERCENT LAW) CALCULATION
FOR THE YEAR ENDED JUNE 30, 2013**

	ECS 84362 A Instructional Salary Cost AC 0100 - 5900 and AC 6110				ECS 84362 B Total CEE AC 0100 - 6799			
	Object/TOP Codes	Reported Data	Audit Adjustments	Revised Data	Reported Data	Audit Adjustments	Revised Data	
Other Operating Expenses and Services								
Capital Outlay								
Library Books	5000	\$ -	-	\$ -	\$ 111,516	-	\$ 111,516	
Equipment	6000	-	-	-	54,753	-	54,753	
Equipment - Additional	6300	-	-	-	-	-	-	
Equipment - Replacement	6400	-	-	-	-	-	-	
Total Equipment	6410	-	-	-	-	-	-	
Total Capital Outlay					54,753	-	54,753	
Other Outgo	7000	-	-	-	-	-	-	
Total Exclusions		692,601	-	692,601	2,472,110	-	2,472,110	
Total for ECS 84362, 50 Percent Law		\$ 20,498,312	\$ -	\$ 20,498,312	\$ 40,698,047	\$ -	\$ 40,698,047	
Percent of CEE (Instructional Salary Cost/Total CEE)		50.37%		50.37%	100.00%		100.00%	
50% of Current Expense of Education					\$ 20,349,024		\$ 20,349,024	

See accompanying note to supplementary information.

SOLANO COMMUNITY COLLEGE DISTRICT

**PROPOSITION 30 EDUCATION PROTECTION ACT (EPA) EXPENDITURE
FOR THE YEAR ENDED JUNE 30, 2013**

Activity Classification	Object Code				Unrestricted
EPA Proceeds:	8630				\$ 7,042,934
Activity Classification	Activity Code	Salaries and Benefits (Obj 1000-3000)	Operating Expenses (Obj 4000-5000)	Capital Outlay (Obj 6000)	Total
Instructional Activities	1000-5900	\$ 7,042,934			\$ 7,042,934
					-
Total Expenditures for EPA		\$ 7,042,934	-	-	\$ 7,042,934
Revenues Less Expenditures					\$ -

See accompanying note to supplementary information.

SOLANO COMMUNITY COLLEGE DISTRICT

**RECONCILIATION OF ANNUAL FINANCIAL AND BUDGET REPORT (CCFS-311)
WITH FUND FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2013**

There following is the fund balance reconciliation between the Annual Financial and Budget Report (CCFS-311) and the fund financial statements.

	<u>Unrestricted Fund</u>
June 30, 2013, Annual Financial and Budget Report (CCFS-311) Reported Fund Balance	\$ 6,214,519
Adjustments to Increase (Decrease) Fund Balance	
Accounts receivable	<u>(553,215)</u>
Audited Fund Balance	<u><u>\$ 5,661,304</u></u>

See accompanying note to supplementary information.

SOLANO COMMUNITY COLLEGE DISTRICT

NOTES TO SUPPLEMENTARY INFORMATION JUNE 30, 2013

NOTE 1 - PURPOSE OF SCHEDULES

District Organization

This schedule provides information about the District's governing board members and administration members.

Schedule of Expenditures of Federal Awards

The accompanying schedule of expenditures of Federal awards includes the Federal grant activity of the District and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of the United States Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

Schedule of Expenditures of State Awards

The accompanying schedule of expenditures of State awards includes the State grant activity of the District and is presented on the modified accrual basis of accounting. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements. The information in this schedule is presented to comply with reporting requirements of the California State Chancellor's Office.

Schedule of Workload Measures for State General Apportionment - Annual (Actual) Attendance

FTES is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds, including restricted categorical funding, are made to community college districts. This schedule provides information regarding the annual attendance measurements of students throughout the District.

Reconciliation of Education Code Section 84362 (50 Percent Law) Calculation

ECS 84362 requires the District to expend a minimum of 50 percent of the unrestricted General Fund monies on salaries of classroom instructors. This is reported annually to the State Chancellor's Office. This schedule provides a reconciliation of the amount reported to the State Chancellor's Office and the impact of any audit adjustments and/or corrections noted during the audit.

Proposition 30 Education Protection Act (EPA) Expenditure Report

This schedule provides the District's summary of receipts and uses of the monies received through the EPA.

Reconciliation of Annual Financial and Budget Report (CCFS-311) with Fund Financial Statements

This schedule provides the information necessary to reconcile the fund balance of all funds reported on the Form CCFS-311 to the District's internal fund financial statements.

INDEPENDENT AUDITORS' REPORTS



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Board of Trustees
Solano Community College District
Fairfield, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the basic financial statements of Solano Community College District (the District) as of and for the years ended June 30, 2013 and 2012, and the related notes to the financial statements, which collectively comprise the District's basic financial statements and have issued our report thereon dated December 31, 2013.

Internal Control Over Financial Reporting

In planning and performing our audits of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.



Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audits, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audits and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain matters that we reported to management of the District in a separate letter dated December 31, 2013.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Vavrinek, Trine, Day & Co LLP

Pleasanton, California
December 31, 2013



VAVRINEK, TRINE, DAY
& COMPANY, LLP
Certified Public Accountants

VALUE THE DIFFERENCE

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR
EACH MAJOR PROGRAM AND REPORT ON INTERNAL CONTROL OVER
COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

Board of Trustees
Solano Community College District
Fairfield, California

Report on Compliance for Each Major Federal Program

We have audited Solano Community College District's (the District) compliance with the types of compliance requirements described in OMB Circular A-133 *Compliance Supplement* that could have a direct and material effect on each of the District's major Federal programs for the year ended June 30, 2013. The District's major Federal programs are identified in the Summary of Auditors' Results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its Federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the District's major Federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of State, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major Federal program occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we consider necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major Federal program. However, our audit does not provide a legal determination of the District's compliance.

5000 Hopyard Road, Suite 335 Pleasanton, CA 94588 Tel: 925.734.6600 Fax: 925.734.6611 www.vtdcpa.com

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Opinion on Each Major Federal Program

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major Federal programs for the year ended June 30, 2013.

Report on Internal Control Over Compliance

Management of the District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the District's internal control over compliance with the types of requirements that could have a direct and material effect on each major Federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major Federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a Federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a Federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a Federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Vaurinek, Tine, Day & Co LLP

Pleasanton, California
December 31, 2013



VAVRINEK, TRINE, DAY
& COMPANY, LLP
Certified Public Accountants

VALUE THE DIFFERENCE

INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE

Board of Trustees
Solano Community College District
Fairfield, California

Report on State Compliance

We have audited Solano Community College District's (the District) compliance with the types of compliance requirements as identified in the California Community Colleges Chancellor's Office *District Audit Manual* issued in April 2013 that could have a direct and material effect on each of the District's programs as noted below for the year ended June 30, 2013.

Management's Responsibility

Management is responsible for compliance with the requirements identified in the California Community Colleges Chancellor's Office *District Audit Manual* issued in April 2013.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance of each of the District's programs based on our audit of the types of compliance requirements referred to above. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. These standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above could have a material effect on the applicable programs noted below. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such procedures as we consider necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the District's compliance with those requirements.

Basis for Qualified Opinion

As described in the accompanying Schedule of Findings and Questioned Costs, the District did not comply with requirements Section 433 CalWORKS, and Section 479 To Be Arranged (TBA). Compliance with such requirements is necessary, in our opinion, for the District to comply with the requirements applicable to those programs.

Qualified Opinion

In our opinion, except for the noncompliance described in the Basis for Qualified Opinion paragraph, the District complied, in all material respects, with the types of compliance requirements referred to above for the year ended June 30, 2013.

Unmodified Opinion for Each of the Other Programs

In our opinion, the District complied, in all material respects, with the compliance requirements referred to above that are applicable to the programs noted below that were audited for the year ended June 30, 2013, except as described in the State Awards Findings and Questioned Costs section of the accompanying Schedule of Findings and Questioned Costs.

Other Matters

We noted certain matters that we reported to management of the District in a separate letter dated December 31, 2013.

In connection with the audit referred to above, we selected and tested transactions and records to determine the District's compliance with State laws and regulations applicable to the following:

Section 421	Salaries of Classroom Instructors (50 Percent Law)
Section 423	Apportionment for Instructional Service Agreements/Contracts
Section 424	State General Apportionment Funding System
Section 425	Residency Determination for Credit Courses
Section 426	Students Actively Enrolled
Section 427	Concurrent Enrollment of K-12 Students in Community College Credit Courses
Section 431	Gann Limit Calculation
Section 433	CalWORKS
Section 435	Open Enrollment
Section 437	Student Fees – Instructional and Other Materials
Section 438	Student Fees – Health Fees and Use of Health Fee Funds
Section 474	Extended Opportunity Programs and Services (EOPS) and Cooperative Agencies Resources for Education (CARE)
Section 475	Disabled Student Programs and Services (DSPS)
Section 479	To Be Arranged (TBA) Hours
Section 490	Proposition 1D State Bond Funded Projects
Section 491	Proposition 30 Education Protection Account Funds

The District reports no Instructional Service Agreements/Contracts for Apportionment Funding; therefore, the compliance tests within this section were not applicable. In addition, the District did not receive Proposition 1D State Bond Funded Projects funds, therefore, the compliance tests within this section were not applicable.

The District's responses to the findings identified in our audit are described in the accompanying Schedule of Findings and Questioned Costs. We did not audit the District's responses and, accordingly, we express no opinion on the response.

Vaurinek, Tine, Day & Co LLP

Pleasanton, California
December 31, 2013

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

SOLANO COMMUNITY COLLEGE DISTRICT

**SUMMARY OF AUDITORS' RESULTS
FOR THE YEAR ENDED JUNE 30, 2013**

FINANCIAL STATEMENTS

Type of auditors' report issued:	<u>Unmodified</u>
Internal control over financial reporting:	
Material weaknesses identified?	<u>No</u>
Significant deficiencies identified?	<u>None reported</u>
Noncompliance material to financial statements noted?	<u>No</u>

FEDERAL AWARDS

Internal control over major programs:	
Material weaknesses identified?	<u>No</u>
Significant deficiencies identified?	<u>None reported</u>
Type of auditors' report issued on compliance for major programs:	<u>Unmodified</u>
Any audit findings disclosed that are required to be reported in accordance with Circular A-133, Section .510(a)	<u>No</u>
Identification of major programs:	

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
84.007, 84.063, 84.033, 84.032, 84.375	Student Financial Aid Cluster
<u>84.048</u>	<u>CTEA</u>

Dollar threshold used to distinguish between Type A and Type B programs:	<u>\$ 300,000</u>
Auditee qualified as low-risk auditee?	<u>Yes</u>

STATE AWARDS

Type of auditors' report issued on compliance for State programs:	<u>Qualified</u>
---	------------------

Unmodified for all programs except for the following program/s which was/were qualified:

<u>Name of Program</u>
<u>Section 433 CalWORKS</u>
<u>Section 479 To Be Arranged (TBA)</u>

SOLANO COMMUNITY COLLEGE DISTRICT

**FINANCIAL STATEMENT FINDINGS AND RECOMMENDATIONS
FOR THE YEAR ENDED JUNE 30, 2013**

None noted.

SOLANO COMMUNITY COLLEGE DISTRICT

**FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2013**

None noted.

SOLANO COMMUNITY COLLEGE DISTRICT

STATE AWARDS FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED JUNE 30, 2013

The following findings represent instances of noncompliance and/or questioned costs relating to State program laws and regulations.

2013-1 Finding – To Be Arranged Hours (TBA)

Significant Deficiency

Criteria or Specific Requirement

Pursuant to Title 5, Sections 58003.1(b) and (c), the TBA portion of a course uses an alternative method for regularly scheduling a credit course. In addition, Legal Advisory 08-02 To Be Arranged (TBA) Hours Compliance Advice indicates that documentation is required to substantiate that each student has completed the TBA requirements as appropriate for either the Weekly or Daily census attendance accounting procedures.

Title 5, Section 55002(a)(3), 55002(b)(2), 58050(5), and 58051(a)(1) require that specific instructional activities, including those conducted during TBA hours, expected of all students enrolled in the course be included in the official course outline. In addition, Title 5 Section 58102 and 58108 require that a clear description of the course, including the number of TBA hours required be published in the official general catalog or addendum thereto and in the official schedule of classes or addendum thereto.

Condition

- We noted 11 courses where instructional activities to be conducted during the TBA hours were not described in the official course outlines.
- Nine course syllabi did not indicate the TBA instructional activities or expectations.
- We noted 12 courses where TBA hours were reported without having supporting attendance records for those hours.

Questioned Costs

12 Weekly Census Courses with 2.77 of unsupported FTES were noted. The error rate for Weekly Census Courses TBA hours was 15.84%, extrapolated to TBA hours for weekly courses would be 27 FTES.

Context

We discovered the exceptions noted above during our testing of 25 To-Be-Arranged courses.

Effect

FTES reported on the Annual Form 320 were overstated. In addition, course materials did not concisely and consistently describe the TBA expectations, activities and hours.

Cause

The District did not adjust the Annual Form 320 Report of Attendance for those students who did not participate for a minimum amount of To-Be-Arranged Hours. In addition, course information had

SOLANO COMMUNITY COLLEGE DISTRICT

STATE AWARDS FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED JUNE 30, 2013

not been updated to consistently reflect the TBA requirements.

Recommendation

We recommend the District review those courses that have a To-Be-Arranged component to verify the outline and syllabus adequately describe the instructional activities that will occur during the TBA portion of the course. In addition, internal reviews of TBA attendance documents should be performed to verify only students who have completed the minimum TBA requirements are claimed for apportionment.

Management's Response and Corrective Action Plan

The District agrees and has removed the contact hours for those courses with TBAs where there were no supporting attendance records on the Form 320 Recalculation report. The District will also work with the Curriculum Office and the college's Academic Senate to develop guidelines to be in compliance with Title 5 regulations.

2013-2 Finding – Calworks *Significant Deficiency*

Criteria or Specific Requirement

Education Code Sections 79200-79203 & 84759 provide that Calworks funds are allocated to provide assistance to welfare recipient students and those in transition off of welfare to achieve long-term self-sufficiency through coordinated student services offered at community colleges. Districts are required to verify eligibility of Calworks for each term.

Condition

During our testing of student eligibility documents verification of eligibility was not available for some students selected for testing.

Questioned Costs

\$210 for the counseling sessions for the three students where eligibility documents were not provided. The error rate of 21.4% extrapolated to the entire population of Calworks students would be \$2,160.

Context

We tested 14 eligibility documents for fourteen students and noted in three cases that the documents were not updated for the current term.

Effect

Ineligible students may be charged to the program.

SOLANO COMMUNITY COLLEGE DISTRICT

STATE AWARDS FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED JUNE 30, 2013

Cause

The Calworks office was unable to locate current eligibility documents for three of the students selected for review.

Recommendation

The Calworks office should review its procedures to ensure that eligibility verification is received for all students for each term and determine that once obtained, records are filed in such a manner as to allow for easy location and retrieval when needed.

Management's Response and Corrective Action Plan

The lack of staff support in the college's CalWorks Program has impacted the student eligibility tracking process. The CalWorks Coordinator is working on strengthening work-study tracking and eligibility and the District will be hiring additional support staff.

SOLANO COMMUNITY COLLEGE DISTRICT

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS JUNE 30, 2013

Except as specified in previous sections of this report, summarized below is the current status of all audit findings reported in the prior year's Schedule of Findings and Questioned Costs.

2012-1 Finding – To Be Arranged Hours (TBA)

Significant Deficiency

Criteria or Specific Requirement

Pursuant to Title 5, Sections 58003.1(b) and (c), the TBA portion of a course uses an alternative method for regularly scheduling a credit course. In addition, Legal Advisory 08-02 To Be Arranged (TBA) Hours Compliance Advice indicates that documentation is required to substantiate that each student has completed the TBA requirements as appropriate for either the Weekly or Daily census attendance accounting procedures.

Title 5, Section 55002(a)(3), 55002(b)(2), 58050(5), and 58051(a)(1) require that specific instructional activities, including those conducted during TBA hours, expected of all students enrolled in the course be included in the official course outline. In addition, Title 5 Section 58102 and 58108 require that a clear description of the course, including the number of TBA hours required be published in the official general catalog or addendum thereto and in the official schedule of classes or addendum thereto.

Condition

- In one course, the catalog and outline did not indicate that the lab was a lab-by-arrangement.
- We noted courses where instructional activities to be conducted during the TBA hours were not described in the official course outlines.
- Three course syllabi did not indicate the TBA instructional activities or expectations.
- We noted courses where TBA hours were reported without having supporting attendance records for those hours.

Questioned Costs

1 Daily Census Course of 4.96 FTES and 14 Weekly Census Courses of 2.73 FTES.

Context

We discovered the exceptions noted above during our testing of 25 To-Be-Arranged courses.

Effect

FTES reported on the Annual Form 320 were overstated. In addition, course materials did not concisely and consistently describe the TBA expectations, activities and hours.

Cause

The District did not adjust the Annual Form 320 Report of Attendance for those students who did not participate for a minimum amount of To-Be-Arranged Hours. In addition, course information had

SOLANO COMMUNITY COLLEGE DISTRICT

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS JUNE 30, 2013

not been updated to consistently reflect the TBA requirements.

Recommendation

We recommend the District review those courses that have a To-Be-Arranged component to verify the outline and syllabus adequately describe the instructional activities that will occur during the TBA portion of the course. In addition, internal reviews of TBA attendance documents should be performed to verify only students who have completed the minimum TBA requirements are claimed for apportionment.

Current Status

Not implemented, see 2013-1.

2012-2 Finding – Calworks *Significant Deficiency*

Criteria or Specific Requirement

Calworks expenditures must directly provide support to eligible Calworks students.

Condition

During our testing of expenditures charged to the Calworks program, we noted three students whose salaries were paid from Calworks Work Study funds but were ineligible Calworks recipients at the time the payments were made.

Questioned Costs

\$8,847 in salaries was paid out to these three ineligible students during the fiscal year.

Context

We tested 13% of total Calworks expenditures and a total of 13 students whose work study salaries were charged to the grant after the student no longer qualified for the grant.

Effect

Ineligible charges to the program could be charged to the program.

SOLANO COMMUNITY COLLEGE DISTRICT

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

JUNE 30, 2013

Cause

The Calworks office failed to notify the Payroll Department and request adjustments to the Calworks account.

Recommendation

The Calworks office should track those students whose salaries are being paid from Calworks funds. Upon determining any student ineligible, they should communicate this to the payroll department and verify that the student's salary is no longer being charged to the program as of the date they became ineligible.

Current Status

Implemented.

2012-3 Finding – Instructional Materials *Significant Deficiency*

Criteria or Specific Requirement

Education Code Section 76365 allows districts to require students to provide various types of instructional materials. The governing boards of districts that require students to provide instructional materials or other materials for a course must have adopted policies or regulations that specify the conditions under which such materials will be required.

Districts may only require students to provide instructional materials which are of a continuing value to the students outside of the classroom setting, is tangible personal property that is owned or primarily controlled by the student, and the material must not be solely or exclusively available from the district. Such materials include, but are not limited to, textbooks, tools, equipment, clothing, and those materials, which are necessary for a student's vocation training and employment.

Condition

We noted that the Cosmetology 101 course required fees of \$100 per student, but support indicating the items received for the fee was not provided. Therefore, there is no indication of whether the items provided lasting value to the student and whether the district received a profit from collecting the fees.

Questioned Costs

Enrollment in the fall and spring sessions of the course in question was 35 students. The material fees were \$100 totaling \$3,500.

Context

We noted the condition above during our review of courses that charge instructional material fees.

SOLANO COMMUNITY COLLEGE DISTRICT

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

JUNE 30, 2013

Effect

Noncompliance with State instructional material fee requirements.

Cause

The District did not have a process in place to track revenues and expenditures related to the courses that charge fees for all instructional materials to determine compliance with State requirements.

Recommendation

We recommend the departments document what materials will be purchased for courses that charge material fees and estimate the costs of those materials annually in order to estimate the appropriate fees to charge students. Tracking the items purchased will assist in assuring compliance with State instructional material requirements and determining the appropriateness of the fees charged.

Current Status

Implemented.

2012-4 Finding – Disabled Student Program and Services (DSPS)
Significant Deficiency

Criteria or Specific Requirement

Education Code Section 56002 specifies what documentation must be included in a student’s file that is served by the DSPS program. The file must include a signed application for services and verification of enrollment at the community college, verification of disability and identification of educational limitations due to the disability, a Student Educational Contract or Student Educational Plan, and documentation of services provided.

Condition

We noted that in 1 out of 40 files reviewed did not have a Student Education Contract or Student Educational Plan.

Questioned Costs

None.

Context

We noted the condition above during our review of 40 student files served under the Disabled Students Program and Services Grant.

SOLANO COMMUNITY COLLEGE DISTRICT

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS JUNE 30, 2013

Effect

Noncompliance with the DSPS documentation requirements.

Cause

The College DSPS department did not have a process to verify completeness of all student files.

Recommendation

The DSPS department should consider adopting a checklist that includes all required documents in order to assure that each student served by the department is in compliance with State requirements.

Current Status

Implemented.

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

TO: Members of the Governing Board

SUBJECT: RESOLUTION NO. 13/14-17 OF THE BOARD OF TRUSTEES OF THE SOLANO COMMUNITY COLLEGE DISTRICT APPROVING THE FORMS OF PRELIMINARY OFFICIAL STATEMENT AND BOND PURCHASE CONTRACT PREPARED IN CONNECTION WITH THE ISSUANCE OF 2014 GENERAL OBLIGATION REFUNDING BONDS

REQUESTED ACTION: APPROVAL

SUMMARY:

An election was held in the Solano Community College District (the "District") on November 5, 2002 for the issuance and sale of general obligation bonds of the District for various purposes in the maximum amount of \$124,500,000 (the "2002 Authorization"). Pursuant to the Authorization, the District has previously issued its (i) \$80,000,000 General Obligation Bonds Election of 2002, Series 2003A (the "Series 2003A Bonds") and (ii) \$44,495,279.20 General Obligation Bonds, Election of 2002, 2006B (the "2006B Bonds"). On March 8, 2005 the District issued \$81,349,811.70 2005 General Obligation Refunding Bonds (the "2005 Refunding Bonds") which advance refunded a portion of the District's then-outstanding Series 2003A Bonds.

On March 20, 2013, the Board of Trustees of the District approved the issuance of up to \$62,500,000 of refunding bonds (the "Bonds") to refund all or a portion of the outstanding 2006B Bonds, and the 2005 Refunding Bonds (together, the "Prior Bonds"). The District now desires to sell the Bonds.

Staff recommends approval of Resolution No. 13/14-18, A Resolution of the Board of Trustees of the Solano Community College District Approving the Forms of Preliminary Official Statement and Bond Purchase Contract Prepared In Connection With the Issuance of 2014 General Obligation Refunding Bonds.

<i>Government Code:</i> N/A	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i> None
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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

February 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 7, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO COMMUNITY COLLEGE DISTRICT APPROVING THE FORMS OF PRELIMINARY OFFICIAL STATEMENT AND BOND PURCHASE CONTRACT PREPARED IN CONNECTION WITH THE ISSUANCE OF 2014 GENERAL OBLIGATION REFUNDING BONDS

RESOLUTION NO. 13/14-17

WHEREAS, a duly called election was held in the Solano Community College District (the “District”), Solano County (the “County”) and Yolo County (together with Solano County, the “Counties”), State of California, on November 5, 2002, and thereafter canvassed pursuant to law;

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

WHEREAS, on June 18, 2003, the District caused the issuance of the first series of bonds under the Authorization in the aggregate principal amount \$80,000,000, styled as “Solano Community College District, Solano and Yolo Counties, California, General Obligation Bonds Election of 2002, Series 2003A” (the “Series 2003A Bonds”);

WHEREAS, on September 12, 2006, the District caused the issuance of the second series of bonds under the Authorization in the aggregate principal amount of \$44,495,179.20, styled as “Solano Community College District, Solano and Yolo Counties, California, General Obligation Bonds, Election of 2002, Series 2006B” (the “2006B Bonds”);

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO COMMUNITY
COLLEGE DISTRICT APPROVING THE FORMS OF PRELIMINARY OFFICIAL
STATEMENT AND BOND PURCHASE CONTRACT PREPARED IN CONNECTION
WITH THE ISSUANCE OF 2014 GENERAL OBLIGATION REFUNDING BONDS**

**RESOLUTION NO. 13/14-17
(Continuing: Page 2)**

WHEREAS, on March 8, 2005, the District issued, pursuant to Section 53550 *et seq.* of the California Government Code, \$81,349,811.70 2005 General Obligation Refunding Bonds (the “2005 Refunding Bonds”) which advance refunded a portion of the District’s then-outstanding Series 2003A Bonds;

WHEREAS, pursuant to Section 53550 *et seq.* of the California Government Code, the Board of Trustees (the “Board”) of the District, previously authorized the issuance of general obligation refunding bonds (the “Refunding Bonds”) pursuant to a resolution adopted on March 20, 2013 (the “Bond Resolution”), to refund all or a portion of the outstanding 2006B Bonds, and the 2005 Refunding Bonds (together, the “Prior Bonds”) (so refunded, the “Refunded Bonds”);

WHEREAS, at this time the Board of Trustees wishes to approve the forms of a Purchase Contract and Preliminary Official Statement and authorize the preparation of an Official Statement, as such terms are defined herein, and all in connection with the issuance of the Refunding Bonds;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF
THE SOLANO COMMUNITY COLLEGE DISTRICT AS FOLLOWS:**

SECTION 1. Purchase Contract. The form of Bond Purchase Contract (the “Purchase Contract”) by and between the District and Piper Jaffray & Co. and RBC Capital Markets, LLC as Underwriters (the “Underwriters”), for the purchase and sale of the Refunding Bonds, substantially in the form on file with the Secretary to the Board, is hereby approved and the President of the Board of Trustees, the President, and the Vice-President, and such other officer or

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO COMMUNITY COLLEGE DISTRICT APPROVING THE FORMS OF PRELIMINARY OFFICIAL STATEMENT AND BOND PURCHASE CONTRACT PREPARED IN CONNECTION WITH THE ISSUANCE OF 2014 GENERAL OBLIGATION REFUNDING BONDS

**RESOLUTION NO. 13/14-17
(Continuing: Page 3)**

employee of the District as may be designated for such purpose (collectively, the “Authorized Officers”), each alone, are hereby authorized and requested to acknowledge the execution of such Purchase Contract; provided, however, that (i) the maximum interest rate on the Refunding Bonds shall not exceed the maximum interest rate authorized by law, and (ii) the Underwriter’s discount, excluding original issue discount, shall not exceed 0.4% of the aggregate principal amount of the Refunding Bonds.

The Authorized Officers, each alone, are further authorized to determine the principal amount of the Refunding Bonds to be specified in the Purchase Contract for sale by the District up to \$62,500,000 and to enter into and execute the Purchase Contract with the Underwriters, if the conditions set forth in this Resolution are satisfied.

SECTION 2. Official Statement. The Preliminary Official Statement relating to the Refunding Bonds, substantially in the form on file with the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Refunding Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

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**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO COMMUNITY
COLLEGE DISTRICT APPROVING THE FORMS OF PRELIMINARY OFFICIAL
STATEMENT AND BOND PURCHASE CONTRACT PREPARED IN CONNECTION
WITH THE ISSUANCE OF 2014 GENERAL OBLIGATION REFUNDING BONDS**

**RESOLUTION NO. 13/14-17
(Continuing: Page 4)**

therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Refunding Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Refunding Bonds. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

SECTION 3. Authorized Actions. District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Refunding Bonds, and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

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A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO COMMUNITY COLLEGE DISTRICT APPROVING THE FORMS OF PRELIMINARY OFFICIAL STATEMENT AND BOND PURCHASE CONTRACT PREPARED IN CONNECTION WITH THE ISSUANCE OF 2014 GENERAL OBLIGATION REFUNDING BONDS

**RESOLUTION NO. 13/14-17
(Continuing: Page 5)**

SECTION 4. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED, ADOPTED AND APPROVED, This 19th day of February 2014, by the following vote

AYES:	MEMBERS	_____
NOES:	MEMBERS	_____
ABSTAIN:	MEMBERS	_____
ABSENT:	MEMBERS	_____

PAM KEITH, PRESIDENT

ATTEST:

JOWEL C. LAGUERRE, Ph.D., SECRETARY

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO COMMUNITY
COLLEGE DISTRICT APPROVING THE FORMS OF PRELIMINARY OFFICIAL
STATEMENT AND BOND PURCHASE CONTRACT PREPARED IN CONNECTION
WITH THE ISSUANCE OF 2014 GENERAL OBLIGATION REFUNDING BONDS**

**RESOLUTION NO. 13/14-17
(Continuing: Page 6)**

SECRETARY’S CERTIFICATE

I, JOWEL C. LAGUERRE, Secretary to the Board of Trustees of the Solano Community
College District, hereby certify as follows:

The foregoing is a full, true and correct copy of a Resolution duly adopted at a regular
meeting of the Board of said District duly and regularly and legally held at the regular meeting
place thereof on February 19, 2014, of which meeting all of the members of the Board of said
District had due notice and at which a quorum was present.

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

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

Dated: February 19, 2014

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RESOLUTION NO. 13/14-18 ESTABLISHMENT OF THE
NONRESIDENT TUITION FEE FOR 2014-2015

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 13/14-18, Establishment of the Nonresident Tuition Fee for 2014-2015. The 2013-2014 current nonresident tuition fees are \$199.00 per unit. Per Education Code Section 76140, the Governing Board must adopt a nonresident tuition fee before February 1 of each year.

The Board may adopt one of several rates: (1) District current expense of education per unit of FTES; (2) statewide average cost; (3) District average cost with 10% or more noncredit FTES; (4) rates of contiguous districts; (5) no more than District average cost – no less than statewide average cost; (6) highest years statewide average tuition rate, or (7) no more than 12 comparable states' average tuition.

It is recommended that the District's 2014-2015 nonresident tuition fee be established at \$199.00 per unit, which is no more than the District average cost and no less than statewide average cost.

Resolution No. 13/14-18 is attached, along with the 2014-2015 Nonresident Fees Worksheet.

Government Code: ECS 76140 Board Policy: 5070 Estimated Fiscal Impact: N/A

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

February 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 7, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**ESTABLISHMENT OF NONRESIDENT TUITION FEE
FOR ACADEMIC YEAR 2014-2015**

RESOLUTION NO. 13/14-18

TO COMPLY WITH REQUIREMENTS OF EDUCATION CODE SECTION 76140

WHEREAS, Such tuition fee may be based upon (a) the local district's current expense of education per unit of Full Time Equivalent Student (FTES); (b) the statewide average rate per unit of FTES; (c) district average cost with 10% or more noncredit FTES; (d) the highest rate of a contiguous district; (e) any rate within a range that is not more than the District's current expense of education per FTES and not less than the statewide average; (f) highest years statewide average tuition; or (g) no more than 12 comparable states' average tuition; and

WHEREAS, Education Code Section 76140 mandates that the proposed tuition fee be decreased by the United States Consumer Price Index (U.S.C.P.I.) for two fiscal years, as determined by the Department of Finance, State of California, which results in a factor of 1.031; now therefore be it

RESOLVED, That the District nonresident tuition fee for the academic year 2014-2015, beginning with the summer session, be established at \$199.00 per unit which is no more than the District average cost and no less than statewide average cost.

PASSED AND ADOPTED This 19th day of February 2014, by the Governing Board of Solano Community College District.

PAM KEITH, PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

California Community Colleges

2014-15 NONRESIDENT FEES WORKSHEET

NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 1 THROUGH 7

2014-15 NONRESIDENT TUITION FEE (EC 76140)	(Col. 1) Statewide	(Col. 2) District	(Col. 3) 10% or More Noncredit FTES
A. Expense of Education for Base Year (2012-13 CCFS 311, Expenditures by Activity Report, AC 0100-6700, Cols: 1-3)	\$6,447,535.542	\$46,579,735	\$ _____
B. Annual Attendance FTES (Recal 2012-13)	<u>1,148.862</u>	7054.91	_____
C. Average Expense of Education per FTES (A ÷ B)	<u>\$5,612</u>	\$ 6602.46	\$ _____
D. U.S. Consumer Price Index Factor (2 years)	x <u>1.031</u>	x <u>1.031</u>	x <u>1.031</u>
E. Average Cost per FTES for Tuition Year (C x D)	<u>\$5,786</u>	\$ 6807.14	\$ _____
F. Average Per Unit Nonresident Cost – Semester (Qtr)	\$193 (\$129)	\$ 227.00	\$ _____
G. Highest year Statewide average – Semester (Qtr)	\$193 (\$129)	\$ 193.00	\$ _____
H. Comparable 12 state average – Semester (Qtr)	\$388 (\$259)	\$ 388.00	\$ _____

Annual Attendance FTES includes all student contact hours of attendance in credit and noncredit courses for resident students, nonresident students and apprentices; however apprentice hours are divided by 525 to compute an FTES equivalent. Round tuition fee to the nearest dollar.

Column 3 is an option for use by a district with ten percent or more noncredit FTES (*Section 76140(e)(1)(A)*). If your district qualifies, then fill out this column with noncredit FTES and noncredit expense of education data excluded.

NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 6 OR 7

Option 6. The greater amount of the calculations of statewide nonresident tuition for 2010-11 through 2014-15 is \$193 per semester unit or \$129 per quarter unit (2012-13).

Option 7. The average of the nonresident tuition fees of public community colleges in 2012-13 of no less than 12 states comparable to California in cost of living is \$388 per semester unit or \$259 per quarter unit.

Requirement for Use of Option 6 or 7: The additional revenue generated by the increased nonresident tuition permitted under options 6 or 7 shall be used to expand and enhance services to resident students (*EC 76140(e)(2)*). Districts meeting one or more criteria below shall be considered in compliance with the requirements of *EC 76140(e)(2)*. Please check all that apply:

- Revenue from nonresident tuition was less than 5% of total general fund revenue.
- Actual resident FTES was greater than funded resident FTES.
- Percent expenditures for counseling and student services were greater than statewide average (AC 6300 plus 6400 divided by AC 0100-6700, Cols. 1-3).
- Percent expenditures for instructional services were greater than statewide average (AC 0100-5900 divided by AC 0100-6700, Cols. 1-3).

Continue to next page ►

► Continued from previous page

The district governing board at its February 19th , 2014 meeting adopted a **nonresident tuition fee** of \$ 199.00 per semester unit or \$ n/a per quarter unit.

Basis for adoption is (*place an X in one box only*).

- 1. Statewide average cost, per column 1.
- 2. District average cost, per column 2.
- 3. District average cost with 10% or more noncredit FTES, per column 3.
- 4. Contiguous district. _____ . (*Specify district and its fee*).
- 5. No more than district average cost (Col. 2 or 3); no less than statewide average cost.
- 6. Statewide average cost, from 2012-13 (\$193 per semester unit; \$129 per quarter unit).
- 7. No more than average tuition of 12 states with cost of living comparable to California.

NONRESIDENT CAPITAL OUTLAY FEE (EC 76141)

For districts electing to charge a **capital outlay fee** to **any** nonresident student, please compute this fee as follows:

- a. Capital Outlay expense for 2012-13 \$ _____
- b. FTES for 2012-13 _____
- c. Capital outlay expense per FTES (*line a divided by line b*) _____
- d. Capital Outlay Fee per unit:
 - 1. Per semester unit (*line c divided by 30 units*) _____
 - OR**
 - 2. Per quarter unit (*line c divided by 45 units*) _____
- e. 2014-15 Nonresident Student Capital Outlay Fee (not to exceed *the lesser* of line d **OR** 50% of adopted 2013-14 Nonresident Tuition Fee) _____

The district governing board at its _____, 20____ meeting adopted a **nonresident capital outlay fee** of \$ _____ per semester unit or \$ _____ per quarter unit.

Upon adoption of nonresident tuition and/or capital outlay fees by your district governing board by February 1, 2014, please submit a copy of this report by February 14, 2014 to:

**California Community Colleges Chancellor’s Office
Fiscal Services Unit
1102 Q Street, 4th Floor
Sacramento, CA 95811-6549 FAX (916) 323-3057**

**District: Solano Community College District
Contact Person: Yulian Ligioso
Phone Number & email: (707)864-7209 yulian.ligioso@solano.edu**

CALIFORNIA COMMUNITY COLLEGES
 2014-15 Nonresident Tuition Fee
 Based on 2012-13 Actual Expense of Education from CCFS-311
 (AC 0100-6700, columns 1-3)

District Code	District	2012-13 Expense of Education*	2012-13 Total FTES**	2012-13 Expense Per FTES
610	Allan Hancock	48,357,657	9,451.77	5,116.25
620	Antelope Valley Joint	60,131,670	10,736.00	5,600.94
910	Barstow	13,649,947	2,524.64	5,406.69
110	Butte-Glenn	73,006,924	11,137.48	6,555.07
410	Cabrillo	63,192,602	11,129.94	5,677.71
810	Cerritos	85,717,916	16,364.99	5,237.88
480	Chabot-Las Positas	95,780,823	16,584.25	5,775.41
920	Chaffey	78,209,734	12,497.15	6,258.21
820	Citrus	58,858,407	11,124.33	5,290.96
830	Coast	171,959,254	31,420.95	5,472.76
710	Compton	29,322,936	6,085.80	4,818.25
310	Contra Costa	162,241,054	29,581.89	5,484.47
970	Copper Mountain	11,731,875	1,664.49	7,048.33
930	Desert	42,854,926	7,491.96	5,720.12
720	El Camino	105,382,505	19,122.59	5,510.89
120	Feather River	13,123,203	1,741.89	7,533.89
420	Foothill-DeAnza (quarter system)	185,072,443	32,124.20	5,761.15
440	Gavilan	32,103,692	5,174.50	6,204.21
730	Glendale	83,410,910	15,594.86	5,348.62
20	Grossmont-Cuyamaca	101,056,331	17,780.45	5,683.56
450	Hartnell	37,265,562	6,805.66	5,475.67
30	Imperial	38,980,061	6,098.41	6,391.84
520	Kern	99,688,804	18,765.17	5,312.44
220	Lake Tahoe (quarter system)	12,387,598	1,510.68	8,200.01
130	Lassen	12,277,326	1,651.73	7,433.01
840	Long Beach	101,866,229	20,134.83	5,059.20
740	Los Angeles	563,389,164	101,073.33	5,574.06
230	Los Rios	287,506,193	51,050.47	5,631.80
330	Marin	47,261,998	4,816.55	9,812.42
140	Mendocino-Lake	22,089,791	3,157.06	6,996.95
530	Merced	55,183,661	9,374.62	5,886.50
50	Mira Costa	81,558,061	11,241.64	7,255.00
460	Monterey Peninsula	35,010,173	7,040.97	4,972.35
850	Mt. San Antonio	143,518,535	29,356.98	4,888.74
940	Mt. San Jacinto	50,929,571	10,169.62	5,008.01
240	Napa Valley	33,855,508	5,467.74	6,191.87

District Code	District	2012-13 Expense of Education*	2012-13 Total FTES**	2012-13 Expense Per FTES
860	North Orange County	167,275,390	33,127.90	5,049.38
430	Ohlone	46,173,496	8,337.32	5,538.17
950	Palo Verde	11,985,230	1,612.95	7,430.63
60	Palomar	110,752,724	19,052.14	5,813.14
770	Pasadena	119,895,822	22,937.09	5,227.16
340	Peralta	122,153,404	19,469.05	6,274.24
870	Rancho Santiago	151,445,233	28,617.18	5,292.11
160	Redwoods	29,673,385	4,565.69	6,499.21
880	Rio Hondo	68,122,891	12,705.22	5,361.80
960	Riverside	147,581,041	25,631.06	5,757.90
980	San Bernardino	72,606,766	13,438.64	5,402.84
70	San Diego	217,449,400	40,323.53	5,392.62
360	San Francisco	202,185,002	34,971.67	5,781.39
550	San Joaquin Delta	82,341,384	15,825.98	5,202.92
470	San Jose-Evergreen	83,005,580	13,764.20	6,030.54
640	San Luis Obispo County	48,518,479	8,115.23	5,978.69
370	San Mateo County	126,354,350	20,092.54	6,288.62
650	Santa Barbara	94,481,028	16,837.24	5,611.43
660	Santa Clarita	71,024,946	14,339.51	4,953.09
780	Santa Monica	144,996,316	25,314.46	5,727.81
560	Sequoias	50,429,529	8,712.60	5,788.11
170	Shasta-Tehama-Trinity	39,106,023	7,414.03	5,274.60
270	Sierra Jt.	74,517,245	14,942.90	4,986.80
180	Siskiyou Jt.	16,861,585	2,625.56	6,422.09
280	Solano	46,579,735	7,054.91	6,602.46
260	Sonoma	102,309,929	18,870.07	5,421.81
890	South Orange County	150,242,731	29,192.35	5,146.65
90	Southwestern	83,870,529	14,929.84	5,617.64
570	State Center	146,997,221	26,380.60	5,572.17
680	Ventura	135,695,879	25,386.38	5,345.22
990	Victor Valley	48,570,983	9,496.55	5,114.59
580	West Hills	38,096,343	5,157.70	7,386.30
690	West Kern	21,193,210	2,604.99	8,135.62
490	West Valley	86,565,605	16,024.82	5,401.97
590	Yosemite	103,917,995	16,315.56	6,369.26
290	Yuba	46,626,089	7,625.77	6,114.28
Totals		\$6,447,535,542	1,148,862.82	\$5,612

* "Expense of Education" is defined in the Budget and Accounting Manual as including all General Fund expenditures, restricted and unrestricted, for all objects of expenditure 1000 through 5000 and all expenditures of activity from 0100 through 6700. For the purposes of calculating the Nonresident Tuition Fee, Expense of Education is different than the 50% Law "current expense of education".

** Includes FTES for resident, nonresident, credit, noncredit and apprenticeship.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: AFFORDABLE CARE ACT - STRATEGIC IMPACT
STUDY AND WORKFORCE ANALYSIS PURCHASE
AGREEMENT BY KEENAN & ASSOCIATES
REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Workforce Analysis Purchase Agreement and Impact Study between Keenan & Associates (“Keenan”) and Solano Community College District (“District”) to ensure Affordable Care Act (ACA) Compliance.

The Analysis will be performed to assist the District in identifying those employees that may be eligible for coverage under the ACA.

Government Code: Board Policy: 3225 Estimated Fiscal Impact: \$27,140

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

February 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 7, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

HEALTHCARE REFORM IMPACT STUDY PURCHASE AGREEMENT

This Agreement (“Agreement”) is made and is effective as of _____ by and among **Keenan & Associates** (“Keenan”), Milliman, Inc. and Solano Community College District (“Client”).

WHEREAS, Keenan is working with Milliman, Inc. (“Milliman”) to provide Keenan Clients with access to Milliman’s exclusive Healthcare Reform Impact Study (“Impact Study”),

WHEREAS, Client desires to acquire an Impact Study analysis of its own workplace.

NOW, THEREFORE, Keenan and Client hereby confirm the terms under which the Impact Study will be provided and agree as follows:

1. Client’s purchase of the Impact Study to be conducted by Milliman is distinct and apart from the services that Keenan has previously committed to provide pursuant to the Agreement.
2. Keenan has been designated, under separate agreement with Milliman, to perform certain data collection and preparation services that are necessary for the performance of the Impact Study analysis. If Milliman were to perform the data collection and preparation without the assistance of Keenan, Milliman’s fee for the Impact Study would increase significantly.
3. The Impact Study is being purchased in conjunction with Keenan’s Workforce Analysis. The price quoted in the Workforce Analysis Agreement is for both the Impact Study and the Workforce Analysis. Payment will be made in two equal installments. The first installment will be due before work begins. Keenan will invoice Client for the second installment after the report is delivered. Payment shall be due thirty (30) days following receipt of Keenan’s invoice. Interest on any late payment shall accrue, as of the date of Keenan’s original invoice, at the rate of 1 ½ percent per month, or the maximum interest rate permitted by applicable law, whichever is lower.
4. Included in the Impact Study are:
 - a. One Impact Study and written Impact Study report with 2 iterations before initial written report is completed (Additional iterations after the written report is provided will be available at an additional fee);
 - b. Keenan’s data collection and preparation services; and
 - c. Presentation of report results to the Client.

Additional Impact Studies or additional iterations after delivery of the initial Impact Study report shall be made available at an additional fee.

5. Client shall provide to Keenan, and Keenan shall transmit to Milliman, such data regarding Client's employees and benefit plans that are required for the performance of the Impact Study. Client will provide all requested data in the required format. Additional fees will apply and report delivery will be delayed if information is not provided in the format requested by Keenan. Client understands that Keenan and Milliman shall rely on the data as provided by Client and that no independent verification of the data shall be performed. Client shall be solely responsible for any errors or omissions in the data as provided to Keenan.
6. With respect to their services related to the Impact Study, neither Keenan, Milliman, nor their respective officers, directors, agents and/or employees, shall be liable to Client, under any theory of law including negligence, tort, breach of contract or otherwise, for any damages in excess of \$10,000.00. In no event shall either Keenan or Milliman be liable for lost profits of Company or any other type of incidental or consequential damages.
7. Any dispute or claim, with or against Keenan, Client or Milliman arising out of or relating to this Agreement or Impact Study which cannot be resolved by negotiation between the parties, shall be submitted to non-binding mediation. If the dispute is not resolved through mediation, it shall be resolved by final and binding arbitration in accordance with JAMS dispute resolution service pursuant to its Streamlined Arbitration Rules and Procedures, or such other arbitration procedures as may be agreed to in writing by the parties. The arbitrators shall have a background in actuarial science or law. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any arbitration shall be confidential, and, except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Milliman and Keenan and their respective agents, employees and officers. The site of the arbitration shall be in Los Angeles, California. A judgment of any court having jurisdiction may be entered upon the award.
8. Client agrees that the Impact Study is Milliman's work product and is prepared solely for the internal business use of the Client. The Impact Study may not be provided to third parties without Milliman's prior written consent. Milliman does not intend to benefit any third party recipient of its work product, even if Milliman consents to the release of its work product to such third party.

9. Except for the use of marketing and promotional materials for the Impact Study that have been pre-approved by Milliman, Client and Members agree that it/they shall not use Milliman's name, trademarks or service marks, or refer to Milliman directly or indirectly in any media release, public announcement or public disclosure, including in any promotional or marketing materials, customer lists, referral lists, websites or business presentations without Milliman's prior written consent for each such use or release, which consent shall be given in Milliman's sole discretion.

10. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party, and that this Agreement is binding on and enforceable against such party.

<u>SOLANO COMMUNITY COLLEGE DISTRICT</u>		<u>KEENAN & ASSOCIATES</u>	
<u>Signature:</u>		<u>Signature:</u>	
<u>By:</u>		<u>By:</u>	
<u>Title:</u>		<u>Title:</u>	
<u>Address:</u>		<u>Address:</u>	2355 Crenshaw Blvd., Ste. 200
			Torrance, CA 90501
<u>Date:</u>		<u>Date:</u>	

<u>MILLIMAN, INC</u>	
<u>Signature:</u>	
<u>By:</u>	
<u>Title:</u>	
<u>Address:</u>	4370 La Jolla Village Drive Suite 700
	LaJolla, CA 92122
<u>Date:</u>	

WORKFORCE ANALYSIS PURCHASE AGREEMENT

This Agreement is made and is effective as of _____ by and between **Keenan & Associates** (“Keenan”) and Solano Community College District (“Client”).

WHEREAS, Keenan has developed and is making available to its clients the Workforce Analysis (“Analysis”), described in greater detail in Exhibit A, which has been designed to assist clients in identifying employees who may qualify for coverage under the Affordable Care Act (“ACA”); and

WHEREAS, Client desires to purchase the Analysis.

NOW, THEREFORE, Keenan and Client hereby confirm the terms under which the Analysis will be provided and agree as follows:

1. Definitions:
 - a. **Measurement Period** is the period of time for which the Analysis will be conducted.
 - b. **Administrative Period** is the time directly following the Measurement Period in which the employer determines those employees who are eligible for employer sponsored insurance.
 - c. **Stability Period** is the time during which an employer is required to offer coverage to all employees who were determined to be eligible for benefits based on their work history during the Measurement Period.
2. Keenan shall prepare one Analysis and one Analysis report based on payroll data to be submitted by Client to Keenan.
3. The Analysis is being purchased in conjunction with the Milliman Healthcare Reform Impact Study (“Impact Study”). The price for both the Impact Study and the Analysis is \$27,140. An additional charge will apply if the Client requests a re-run of the Analysis due to changes in payroll data, Measurement Period, Administrative Period, Stability Period, or any other relevant data to the Analysis.
4. Payment will be made in two installments. The first installment of \$13,570 will be due before work begins. Keenan will invoice Client for the second installment after the report is delivered. Payment shall be due thirty (30) days following receipt of Keenan’s invoice. Interest on any late payment shall accrue, as of the date of Keenan’s original invoice, at the rate of 1 ½ percent per month, or the maximum interest rate permitted by applicable law, whichever is lower.
5. Client shall provide a minimum of fifteen (15) months payroll data and such other information needed by Keenan for the performance of the Analysis. The amount of information necessary for the Analysis will depend upon the length of the Measurement Period and Administrative Period. Client will provide all requested data in the mutually

agreed upon format. Additional fees may apply and the Analysis report delivery will be delayed if information is not provided in the format requested by Keenan.

6. Client understands that Keenan shall rely on the data as provided by Client and that no independent verification of the data shall be performed. Client shall be solely responsible for any errors or omissions in the data as provided to Keenan. Client understands that the validity of the Analysis will be compromised if the data submitted to Keenan are incorrect or incomplete.
7. It is understood that the Analysis is being performed to assist Client in identifying those employees that may be eligible for coverage under ACA. Findings will reflect the data that were provided to Keenan and the status of the law as of the date that the Analysis was performed. No representation is made regarding the validity of the findings in the event of changes in Client's workforce, ACA, or any other law or regulation.
8. It is further understood that the Analysis only provides a preliminary evaluation of Client's workforce and is not intended to determine or assess compliance with any law and/or regulation, and that the Analysis findings are not to be submitted to the Internal Revenue Service as evidence of Client's compliance with ACA.
9. It is understood that the Analysis is not a determination as to whether the Client has met the "affordability" or "minimum value" standards required under ACA.
10. Keenan is an insurance brokerage and consulting services firm. It is not a law firm or an accounting firm. The synopsis of the ACA requirements contained in the Analysis report is provided as background information for the report findings. It is not a legal opinion as to Client's responsibilities under ACA and is not intended to replace the advice of Client's legal counsel regarding the interpretation and application of ACA to its operations.
11. With respect to the performance of the Analysis, Client agrees that neither Keenan or any of its officers, directors, agents and/or employees, shall be liable to Client, under any theory of law including negligence, tort, breach of contract or otherwise, for any damages in excess of \$10,000. In no event shall Keenan be liable for any fine, penalty or any other type of incidental or consequential damages.
12. Any dispute or claim, with or against Client and Keenan arising out of or relating to this Addendum or Workforce Analysis which cannot be resolved by negotiation between the parties, shall be submitted to non-binding mediation. If the dispute is not resolved through mediation, it shall be resolved by final and binding arbitration in accordance with JAMS dispute resolution service pursuant to its Streamlined Arbitration Rules and Procedures, or such other arbitration procedures as may be agreed to in writing by the parties. The arbitrators shall have a background in actuarial science or law. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to

award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any arbitration shall be confidential, and, except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective agents, employees and officers. The site of the arbitration shall be in Los Angeles, California. A judgment of any court having jurisdiction may be entered upon the award.

13. Client agrees that the Analysis is Keenan's work product and is prepared solely for the internal business use of the Client. The Analysis may not be provided to third parties without Keenan's prior written consent. Keenan does not intend to benefit any third party recipient of its work product, even if Keenan consents to the release of its work product to such third party.

14. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party, and that this Agreement is binding on and enforceable against such party.

<u>SOLANO COMMUNITY COLLEGE DISTRICT</u>		<u>KEENAN & ASSOCIATES</u>	
<u>Signature:</u>		<u>Signature:</u>	
<u>By:</u>		<u>By:</u>	
<u>Title:</u>		<u>Title:</u>	
<u>Address:</u>		<u>Address:</u>	2355 Crenshaw Blvd., Ste. 200 Torrance, CA 90501
<u>Date:</u>		<u>Date:</u>	

EXHIBIT A

DESCRIPTION OF THE KEENAN WORKFORCE ANALYSIS

Each Analysis shall review Client's payroll data over a specific time period ("Measurement Period") designated by Client. If Client does not designate a Measurement Period for ongoing or new employees, Keenan will perform the Analysis based upon one default Measurement Period selected by Keenan. Keenan will also calculate (without the full Analysis) the total number of FTEs & non-FTEs for other Measurement Period scenarios. Client may also designate the Stability Period and Administrative Period to be used in the Analysis. If the Client does not designate an Administrative Period or Stability Period, Keenan will select one default Administrative Period and Stability Period for ongoing or new employees.

NOTE: The Analysis includes only those individuals on Client's payroll. It does not include leased employees, independent contractors or other individuals not on Client's payroll, who may nonetheless be deemed to be "employees" under state or federal law or regulation, including, without limitation, the regulations issued by the Internal Revenue Service.

The Analysis report will:

- Provide an overall statistical summary of client's workforce data, including
 - total number of FTEs & non-FTEs
 - total number of other employee classifications.
- Assess the average monthly work hours for non-regular FTEs.
- Assist with future planning by showing the impact of Measurement Period Scenarios, Estimated Percent of Total FTEs Offered Coverage, Estimated PPACA Penalties, and Identification of Non-FTEs that may be eligible for coverage or require work schedule realignment.
- Show non-FTE workforce demographics by age/gender and average monthly work hours.
- Identify non-FTE staff working over or under 30 hours/week.

Following completion of the Analysis, Client will receive a written report of the findings of the Analysis. Keenan representatives will also present the report findings to designated Client personnel.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO INTEGRITY DATA AND FIBER FOR BUILDING 100 ADJUNCT FACULTY CENTER PROJECT
REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for contract award to Integrity Data and Fiber (IDF) for Building 100 Adjunct Faculty Center project. This contract is for IDF to provide needed data and electrical installations as part of the Adjunct Faculty Center Project renovation.

Total fee for this contract is \$12,875.

Government Code: Board Policy: Estimated Fiscal Impact: Measure Q Funds 12,875

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

February 7, 2014
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


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

February 7, 2014
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

AGREEMENT NUMBER 01

THIS CONTRACT is made and entered into this 19th day of February, 2014, by and between INTEGRITY DATA AND FIBER INC., ("Contractor") and Solano Community College District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price Of Twelve Thousand Eight Hundred Seventy Five Dollars (\$12,875.00) ("Contract Price"), the following services ("Services" or "Work"):

- Electrical and Data Installation for Building 100 Adjunct Faculty Center Project_

2. Contractor shall perform the Work at Solano Community College District ("Premises" or "Site"). The Project is the scope of Work performed at the Site.

3. Work shall be completed within thirty (30) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of one thousand Dollars (\$1,000.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. The Contract Documents include only the following documents, as indicated:

- | | |
|---|---|
| <input type="checkbox"/> Instructions to Bidders | <input type="checkbox"/> Lead-Product(s) Certification |
| <input type="checkbox"/> Bid Form and Proposal | <input type="checkbox"/> Roofing Project Certification |
| <input type="checkbox"/> Bid Bond | <input type="checkbox"/> Insurance Certificates and Endorsements |
| <input type="checkbox"/> Designated Subcontractors List | <input type="checkbox"/> Performance Bond |
| <input type="checkbox"/> Notice to Proceed | <input type="checkbox"/> Payment Bond |
| <input type="checkbox"/> Terms and Conditions to Contract | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Noncollusion Declaration | <input type="checkbox"/> Plans |
| X Prevailing Wage Certification | <input checked="" type="checkbox"/> Exhibit "A" ("Scope of Work") |
| X Workers' Compensation Certification | <input type="checkbox"/> _____ [Other] |
| X Drug-Free Workplace Certification | <input type="checkbox"/> _____ [Other] |
| X Tobacco-Free Environment Certification | |
| X Asbestos & Other Hazardous Materials Certification | |

6. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and

material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.

7. Payment for the Work shall be made in accordance with the Terms and Conditions.
8. The project manager on the Project is Kitchell CEM ("Project Manager"). Contractor hereby acknowledges that the Architect, the Project Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.
9. Inspection and acceptance of the Work shall be performed by Kitchell CEM Project Manager and Information Technology Department of the District.
10. Any notice required or permitted to be given under this Contract 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 Drive, Suite 203
Fairfield, California 94534

ATTN: Ines Zildzic

Contractor

Name: Integrity Data and Fiber
Inc.
6751 Hills View Drive, Vacaville,
CA 95688

ATTN: Dan Wakerley, President

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 to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

11. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District's written approval of the Work.
12. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.
13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.

14. By signing this Agreement, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20__

Solano Community College District

Signature: _____

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

Print Title: Superintendent-President

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Dated: _____, 20__

Contractor: _____

Signature: _____

Print Name: _____

Print Title: _____

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Information regarding Contractor:

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

____ Limited Liability Company

____ Other: _____

Employer Identification and/or
Social Security Number

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.

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
4. **PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.
6. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or the most current version) to the Project Inspector. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>.
7. **EQUIPMENT AND LABOR:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
8. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
9. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
12. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either

directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

13. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on campus.
14. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
15. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
16. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.
17. **CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
18. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
19. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

20. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
21. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
22. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
23. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%), unless a higher retention amount is required pursuant to Public Contract Code section 7201(b)(4), of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain 10% from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.
24. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
25. **INDEMNIFICATION:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from

the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

26. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
27. **CONTRACTOR'S INSURANCE:** Contractor has in force, and during the term of this Agreement shall maintain in force with the minimum indicated limits, the following insurance: **Commercial General Liability insurance:** \$1,000,000 for each occurrence and \$2,000,000 for general aggregate with Products and Completed Operations Coverage; **Automobile Liability – Any Auto:** combined single limit of \$2,000,000; **Excess Liability insurance:** \$1,000,000; **Workers Compensation:** Statutory limits; and **Employers' Liability:** \$1,000,000. The Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. The Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. The Contractor shall not allow any subcontractor, employee, or agent to commence work on this Contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.
28. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
29. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
30. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor 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 Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
31. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
 - **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and, if the Project is subject to a District LCP or State Labor

Compliance, directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner in accordance with section 16461 of Title 8 of the California Code of Regulations.

32. **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, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
33. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
34. **DISPUTES:** In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Contract. The demand for mediation of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Design-Builder shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
35. **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.
36. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall

be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

37. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
38. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
39. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
40. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
41. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
42. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
43. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
44. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
45. **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.
46. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing upon mutual consent.

NONCOLLUSION DECLARATION
Public Contract Code Section 7106

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

The undersigned declares:

I am the _____ (Title) of _____ (Bidder Name),
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this ___ day of _____, 20__ at _____ (City, State).

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, the labor compliance program or the State labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations, if this Project is subject to a labor compliance.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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:

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

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

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 awarding body prior to performing any Work under this Contract.)

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials **(Including Title 8, California Code of Regulations, Section 1532.1)**. Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of

Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO LPAS FOR BUILDING 1200
THEATER RENOVATION AND ADDITION PROJECT
ARCHITECTURAL SERVICES
REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for contract award to LPAS to provide design services for Building 1200 Theater Renovation Project (Phase I), and Addition (Phase II). Request for Qualifications & Proposals were issued in October, 2013, and on October 29, 2013. District received 16 Statement of Qualifications. The Selection Committee reviewed each Statement of Qualification and shortlisted the top four qualified firms. All four firms were interviewed on November 8, 2013, and their fee proposals were opened following the Committee's review of all candidates. The Board approved LPAS start-up contract for pre-design services at the November 20, 2013, Board meeting. The District has since reviewed the full project scope and corresponding fees with the architect. This contract is for full design services for the renovation of Building 1200 (Phase I), and for schematic design of the Addition (Phase II).

Total fee for this contract is \$1,059,000.

Government Code: Board Policy: Estimated Fiscal Impact: State Funds \$1,059,000

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

February 7, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 7, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGREEMENT FOR ARCHITECTURAL SERVICES

SOLANO COMMUNITY COLLEGE DISTRICT

WITH

LPAS

FOR

Building 1200 Theater Renovation

February 19, 2014

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of February 19, 2014, between the Solano Community College District, a California community college district, ("District") and LPAS ("Architect") (collectively "Parties"), for the following project ("Project"):

Building 1200, Theatre Building Renovation, 4000 Suisun Valley Road, Fairfield, CA

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect.
 - 1.1.3. **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by change orders.
 - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.
 - 1.1.6. **Construction Budget:** The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
 - 1.1.7. **Construction Change Documents ("CCD"):** The documentation of changes to the DSA-approved construction documents.
 - 1.1.8. **Construction Cost Budget:** The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect's Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
 - 1.1.9. **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
 - 1.1.10. **District:** The Solano Community College District.

- 1.1.11. **DSA:** The Division of the State Architect.
- 1.1.12. **Project:** Building 1200 Theatre Renovation, Phase I and Phase II. For Phase I, Architect team will provide full Architectural Services and for Phase II the Architect will provide all services for Programming and Schematic Design services.
- 1.1.13. **Record Drawings:** A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.14. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.15. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements, and Architect shall provide the design for the same, without limitation:
 - 2.4.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
 - 2.4.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations at:
 - 2.4.2.1. Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities.
 - 2.4.2.2. Construction sites where:
 - 2.4.2.2.1. one (1) or more acres of soil will be disturbed, or
 - 2.4.2.2.2. the project is part of a larger common plan of development that disturbs one (1) or more acres of soil.
 - 2.4.3. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the

District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.

- 2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to, architects, mechanical, electrical, structural and civil engineers, landscapers, and interior designers, licensed as such by the State of California as part of the basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if applicable. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if applicable.
- 2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.
 - 2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, without limitation, all the requirements included and/or referenced in the following forms:
 - 2.7.2.1. Form DSA IR A-6, Construction Change Document Submittal and Approval Process.
 - 2.7.2.2. Form DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.

2.7.2.3. Form DSA PR 13-01, Construction Oversight Process Procedure.

2.7.1.3.1. Each of Architect's duties as provided in the Construction Oversight Process Procedure shall be performed timely so as not to result in any delay to the Project.

- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and contractors on the Project. The District reserves the right to retain the services of a Program Manager or Construction Manager or both at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the governing board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.
- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
- 2.13.1. Ground contamination or hazardous material analysis.
- 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.

- 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
- 2.13.4. Historical significance report.
- 2.13.5. Soils investigation.
- 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

Article 3. Architect Staff

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities *[All blanks below must be filled in by Architect and approved by District]:*

Principal In Charge: Theresa Paige, AIA_____

Project Director: _____

Project Architect(s): Tom Hall, AIA_____

Project Architect(s): _____

Other: Landscape Architect: Thais Del Castillo_____

Project Designer: _____ Curtis Owyang_____

Major Consultants:

Electrical: The Engineering Enterprise

Mechanical: Turley & Associates

Structural: Miyamoto International

Civil: Cunningham Engineering

Specialty Theatre: The Shalleck Collaborative

Technology/AV: Charles Salter Associates

Other: Cumming. LLC (Cost Estimator)

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5)

days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.

- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a notice to proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. If any of the following events occur:
 - 5.3.1. The lowest responsive base bid received is in excess of ten percent (10 %) of the Construction Cost Budget; or
 - 5.3.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
 - 5.3.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy, then the District, in its sole discretion, has one or a combination of the following alternatives:

- 5.3.2.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
- 5.3.2.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
- 5.3.2.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
- 5.3.2.4. Within three (3) months time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount equal to one million fifty-nine thousand Dollars (\$1,059,000.00) based on the rates set forth in **Exhibit "D."**

- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

Article 7. Payment for Extra Services or Changes

District-authorized services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Architect's Fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology (CADD) (e.g., AutoCAD). Architect shall deliver to District, on request, the tape and/or compact disc format and the name of the supplier of the software/hardware necessary to use the design file. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents. Architect will also provide PDF files of plans to the District.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:

- 8.5.1. One set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
- 8.5.2. One set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
- 8.5.3. One set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
- 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
- 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

- 9.1. If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions that caused the District to terminate the Agreement.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination.
- 9.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.4. Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective after receipt of written notice from Architect to the District. Architect may invoice the District and the

District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.

- 9.5. If, at any time in the progress of the Design of the Project, the governing board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law, Architect shall defend, indemnify, and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, subcontractors, consultants, or agents.
- 10.2. Architect's obligation pursuant to section 10.1 includes reimbursing the District for the cost of any settlement paid by the indemnified parties and for any and all fees and costs incurred by the indemnified parties to enforce the indemnity herein. Architect's obligation to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the indemnified parties.
- 10.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

Article 11. Responsibilities of the District

- 11.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 11.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 11.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the

District and is not a Consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications related to asbestos and lead paint survey and/or abatement documentation to its preparer.

Article 12. Liability of District

- 12.1. 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 or the Services performed in connection with this Agreement.
- 12.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 13. Nondiscrimination

- 13.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person.
- 13.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

Article 14. Insurance

- 14.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 14.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 15. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 16. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 17. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

Article 18. Law, Venue

- 18.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 18.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 19. Alternative Dispute Resolution

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to in writing by all Parties.

Article 20. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 21. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 22. Employment Status

- 22.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 22.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 22.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 22.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 22.5. A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees of Consultants was not an employee.

22.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 23. Certificate of Architect

23.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.

23.2. Architect certifies that it is aware of the provisions of the California Labor Code that 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 it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.

23.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Architect is performing Services as part of "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws.

Article 24. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 25. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Solano Community College
District
C/O Kitchell CEM
360 Campus Lane, Suite 203
Fairfield, CA 94534
ATTN: Ines Zildzic

Architect:

LPAS
2484 Natomas Park Drive, Suite
100 Sacramento, CA 95833
ATTN: Theresa Paige

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

Article 26. Disabled Veteran Business Enterprise Participation

Pursuant to section 71028 of the Education Code and Public Contract Code section 10115, the District may have a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent per year of funds expended each year by the District on projects that use funds California Community College Chancellor's Office. This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hiring, the Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and documentation demonstrating the Architect's good faith efforts to meet these goals.

Article 27. District's Right to Audit

- 27.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 27.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 27.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 27.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 27.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 27.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 28. Other Provisions

- 28.1. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by the Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change

- orders which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents. These amounts shall be paid by Architect to District or the District may withhold those costs from amounts owing to Architect.
- 28.2. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care of the Architect for its Services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area as the District.
- 28.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- Article 29.** Exhibits "A" through "F" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**SOLANO COMMUNITY COLLEGE
DISTRICT**

Date: _____, 20____

Date: _____, 20____

By: JOWEL C. LAGUERRE, Ph.D.

By: Theresa Paige, AIA

Title: Superintendent – President

Title: President

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

A. SCOPE OF PROJECT

1. Project Name: Building 1200 Theater Renovation

Construction Cost Budget: \$10.9 million – Phase I
\$ 3.5 million – Phase II

For Phase I, Architect team will provide full Architectural Services and for Phase II the Architect will provide all services for Programming and Schematic Design services.

B. BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect understands and will comply with the submittal requirements as outlined in the State Chancellors Office procedures for State Funded projects. This is applicable to the Phase 1 portion of the project, which includes the renovation of the existing building.
3. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
4. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. Physical characteristics;
 - b. Legal limitations and utility locations for the Project site(s);
 - c. Written legal description(s) of the Project site(s);
 - d. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

- e. Adjacent drainage;
- f. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
- g. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
- h. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- i. Surveys, reports, as-built drawings, record drawings;
- j. Subsoil data, chemical data, and other data logs of borings;
- k. Hazardous material information, as available.

Architect shall visually verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District. Architect team shall visit the site to document existing conditions of the exterior and interior conditions and carefully identify all of the systems and finishes that will be affected by the renovation. Architect team to provide areas that require further analysis through destructive testing and discovery.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design or if Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided. Architect will provide a detailed work plan outlining the activities and timeframes for additional information to be provided by the District, ie geotechnical reports, underground surveys, topographic surveys, etc. The District is relying upon the expertise of the Architect to identify the additional information needed and provide reasonable timeframes for that additional information to be procured and/or provided. If the Parties mutually agree, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

5. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.

6. **Interior Design.** Architect shall provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Architect shall advise the District on lead times and availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the District in a timely fashion so as not to delay the Project and/or the District's beneficial occupancy of the Project.
7. **District Standards.** Architect shall incorporate in to its work and the work of all Consultants the adopted District standards for facilities and construction and to be provided by the District.
8. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

Meetings. The Architect understands that the community college design process is a collaborative and consensus building exercise process. It is the responsibility of the Architect to produce a work plan that effectively manages the design process in order to gain consensus. In addition, the onus is on the Architect to effectively manage the meetings and manage through the issues to gain consensus. Therefore the Architect will attend as many meetings as necessary to gain consensus within the design process. As for the construction duration, the Architect will attend a weekly meeting including two months past the designated completion date. In addition, the Architect team will attend special meetings to resolve issues in the field that are affecting the progress of the project or require the technical expertise of the Architect team. **Cost Estimating.** Architect will contract with a professional estimating service company for all estimating scope of work.

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C. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

Upon final execution of the Agreement with the District, Architect shall:

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, required design meetings, consensus meetings, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District, subconsultants and by all regulatory agencies and additional definition of deliverables. The plan needs to take into account time for incorporating comments, back check for subconsultants, life cycle cost analysis and allocated time to do value engineering in the schematic and design development stages.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Architectural Program

Architect shall prepare for the District's review an architectural program as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- b. Review DSA codes pertaining to the proposed Project design.
- c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- e. Administer Project as required to coordinate work with the District and among Consultants.
- f. **Construction Cost Budget**

Architect shall have responsibility to validate current construction cost budget.

3. Presentation

Architect, along with any involved consultant(s), shall present and review with the District and, if directed, with the District's governing board, the summary and detail of work involved in this Phase, including two dimensional renderings of any proposed facility suitable for public presentation.

4. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one copy of each item in electronic format:

- a. Two copies of the Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- b. Two copies of Site Plan;
- c. Two copies of revised Construction Cost Budget;
- d. Two copies of final Schedule of Services;
- e. Two copies of meeting Reports/Minutes from Kick-off and other meetings; and
- f. Two copies of renderings provided to District for public presentation.

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D. SCHEMATIC DESIGN PHASE (Phase I and Phase II)

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, design meetings, consensus meetings, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Include pedestrian queue/circulation patterns for the theater. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
 - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, and windows.
 - e. Identify code requirements; include occupancy classification(s) and type of construction.
 - f. Provide list of long lead items and solutions for expediting or mitigating the effect that long lead items have on the project. Pay particular attention to theater systems, material and equipment.
 - g. Provide input from Acoustical Consultant and preliminary recommendations for the buildings.
4. **Structural**
 - a. Layout structural systems with dimensions and floor elevations. Identify proposed structural system (seismic retrofit) with preliminary sizing identified.

- b. Identify proposed foundation system (modifications) with preliminary sizing identified.

5. Mechanical

- a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing. Both systems need to be vetted with the Maintenance Department to meet their needs.
- c. Show selected system on drawings as follows:
 - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - (iii) Schematic piping.
 - (iv) Temperature control zoning.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

6. Electrical

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
 - (i) Single line drawing(s) showing major distribution system.
 - (ii) Location and preliminary sizing of all major electrical systems and components including:
 - (A) Load centers.
 - (B) Main panels.
 - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.

- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.
- f. Provide proposed alternative solutions for specialty theater lighting and audio visual components.

7. Civil

- a. As required, develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- c. Coordinate finish floor elevations with architectural site plan.

8. Landscape

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

9. Specifications

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents) and Division 1 documents as part of its work under the Agreement.

10. Construction Cost Budget

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.
- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point of construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. If the Construction Cost Budget exceeds the District's Construction Budget, then the Architect is responsible for providing solutions and alternatives to bring the Construction Cost Budget below the District's Construction Budget. Adjustments of the contingencies is not an acceptable approach to address the overages. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than fifteen percent (15%) in the cost estimates.

11. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- a. Two copies of breakdown of Construction Cost Budget as prepared for this Phase;
- b. Two copies of meeting reports/minutes;
- c. Two copies of Schematic Design Package with alternatives;
- d. Two copies of a statement indicating changes made to the Architectural Program and Schedule; and
- e. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

12. Presentation

- a. Architect shall present and review with the District the detailed Schematic Design.
- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

E. DESIGN DEVELOPMENT PHASE (Phase I Only)

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of work:

1. Architectural

- a. Scaled, dimensioned floor plans with final room locations including all openings.
- b. Building sections (1/8"=1'-0" minimum scale) showing dimensional relationships, materials and component relationships.
- c. Exterior elevations of all proposed expansions, existing buildings to be renovated and all architectural elements of the Project.
- d. Identification of all fixed equipment to be installed in Project.
- e. Interior finishes identified and located within the rooms of all buildings.
- f. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- g. Preliminary development of details and large scale blow-ups.
- h. Legend showing all symbols used on drawings.
- i. Floor plans identifying all fixed and major movable equipment and furniture.
- j. Solar and wind impact on the design, including impact from solar penetration into the building, with a design solution to mitigate solar and wind impacts without reliance on mechanical systems.
- k. Provide a Catwalk Plan with sufficient detail to maintain existing and new stage lighting requirements.
- l. Provide acoustic studies and recommendations.
- m. Provide theater seating solutions and recommendations.
- n. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- o. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (i) Light fixtures.
 - (ii) Ceiling registers or diffusers.
 - (iii) Access Panels.

2. **Structural**

- a. Structural drawings with all major members located and sized.
- b. Establish final building and floor elevations.
- c. Preliminary specifications.
- d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.
- e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

3. **Mechanical**

- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- b. Major mechanical equipment should be scheduled indicating size and capacity.
- c. Ductwork and piping should be substantially located and sized.
- d. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.
- e. Devices in ceiling should be located.
- f. Legend showing all symbols used on drawings.
- g. More developed Outline Specifications indicating quality level and manufacture.
- h. Control Systems identified.
- i. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4. **Electrical**

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- b. All major electrical equipment should be scheduled indicating size and capacity.
- c. Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required.

Low voltage system includes fire alarm system, security system, clock and public address system, bell system, voice data system, and telecom/technology system.

- d. Provide further developed solutions for specialty theater lighting and audio visual components.
- e. Legend showing all symbols used on drawings.
- f. More developed and detailed Outline Specifications indicating quality level and manufacture.
- g. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. Civil

- a. Further refinement of Schematic Design Phase development of on-site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details. Include all points of service and connection points for existing or new utilities. Coordinate all connections with utility and agencies as required.
- b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

6. Landscape

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, overflow courtyards, controls locations, irrigation coverage, ground cover, and irrigation main distribution lines. District anticipates to do a full integrated plan and the sub-consultant to coordinate those efforts with the District. Landscape to include evaluation of planting that is best suited within this climate. All work has to coordinate with landscape master plan.

7. Bid Documents

Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents and "Division 1" documents) as part of its work under the Agreement.

8. Construction Cost Budget

- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
- b. Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and

equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.

- c. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. If the Construction Cost Budget exceeds the District's Construction Budget, then the Architect is responsible for providing solutions and alternatives to bring the Construction Cost Budget below the District's Construction Budget. Adjustments of the contingencies is not an acceptable approach to address the overages. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- d. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- e. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

9. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- a. Two copies of Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b. Two copies of Specifications;
- c. Two copies of revised Construction Cost Budget; and
- d. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

10. Meetings

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F. CONSTRUCTION DOCUMENTS PHASE (Phase I Only)

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

1. Construction Documents ("CD") 50% Stage:

a. General

Confirm lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the contractor in a timely fashion so as not to delay the Project.

b. Architectural

- (i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines. Coordinate with District's transition plan.
- (ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments. Include ADA exiting plans.
- (iii) Architectural details and large blow-ups started.
- (iv) Well developed finish, door, and hardware schedules.
- (v) Comprehensive color board showing all finishes including seating, glazing, wall coloring and finishes, ceilings and flooring.
- (vi) Signage plans and details. Architect to coordinate room numbering system. In addition coordinate with District consultants for wayfinding.
- (vii) Site utility plans started.
- (viii) Fixed equipment details and identification started.
- (ix) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- (x) Acoustical plans and details.

c. Structural

- (i) Structural floor plans and sections with detailing well advanced including all requirements for theater lighting requirements.
- (ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.

(iii) Completed cover sheet with general notes, symbols and legends.

d. Mechanical

- (i) Mechanical calculations virtually completed with all piping and ductwork sized.
- (ii) Large scale mechanical details started.
- (iii) Mechanical schedule for equipment substantially developed.
- (iv) Complete design of Energy Management System ("EMS").

e. Electrical

- (i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
- (ii) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
- (iii) All electrical equipment schedules started.
- (iv) Special system components approximately located on plans.
- (v) Complete design of low voltage system. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- (vi) Complete design and details specialty theater lighting and audio visual components.

f. Civil

All site plans, site utilities, parking, walkway, and roadway systems updated to reflect updated revisions from Design Development Phase Documents.

g. Landscape

All landscape, hardscape, and irrigation plans updated to reflect update revisions from Design Development Phase Documents.

h. Construction Cost Budget

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. If the Construction Cost Budget exceeds

the District's Construction Budget, then the Architect is responsible for providing solutions and alternatives to bring the Construction Cost Budget below the District's Construction Budget. Adjustments of the contingencies is not an acceptable approach to address the overages. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget. Reconciliation between Architect's and CM's estimate to determine final Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than five percent (5%) in the cost estimates.

i. Specifications

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

- (i) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or
 - (B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400.
- (ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iii) Specifications shall be in CSI format.

j. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- (i) Two reproducible copies of working drawings;
- (ii) Two copies of specifications;

- (iii) Two copies of statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and
- (iv) Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. Construction Documents – 100% / Completion Stage:

a. Architectural

- (i) Completed site plan.
- (ii) Completed floor plans, exiting plans, final coordination with District ADA transition plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed.

b. Structural

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

c. Mechanical

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

d. Electrical

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

- (iii) Complete design of low voltage system. Low voltage system includes fire alarm system, security system, clock and public address system, audio visual, voice data system, and telecom/technology system.
- (iv)
- (v) All electrical equipment schedules completed.
- (vi) Special system components plans completed.
- (vii) Electrical load calculations completed.

e. Civil

All site plans, site utilities, parking and roadway systems completed.

f. Construction Cost Budget

- (i) This estimate is a confirmation of the 50% CD reconciled Construction Cost Budget for the Project. This document will be the Engineers construction cost for the bid. Along with the conditions identified in the preceding phases, Architect shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. Specifications

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
 - (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.

- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

h. Constructability Review

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing community college facilities and applicable requirements of federal, state, and local law.

i. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one copy of each item in electronic format:

- (i) Two reproducible copies of working drawings;
- (ii) Two copies of specifications;
- (iii) Two copies of engineering calculations;
- (iv) Two copies of revised Construction Cost Budgets;
- (v) Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) Two copies of DSA file including all correspondence, meeting, minutes or reports, back check comments, checklists to date; and
- (vii) Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

3. Construction Documents Final Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings,

- specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - (i) Drawings: PDF files of all drawings on Architect's title block with each Architect/Consultant's State license stamp.
 - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
 - c. Architect shall update and refine the Consultants' completed Contract Documents.
 - d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

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G. BIDDING PHASE (Phase I Only)

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. Attend pre-bid conference and be prepared to present design intent and address questions as required.
4. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans, and specifications, and all other information provided by, or on behalf of, the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a contractor's cost of performance.
5. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
6. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
7. Attend bid opening.
8. Coordinate with Consultants.
9. Respond to District and potential bidder questions and clarifications.
10. Deliverables and Number of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- a. Two copies of meeting report/minutes from kick-off meeting;
- b. Two copies of meeting report/minutes from pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

H. CONSTRUCTION ADMINISTRATION PHASE (Phase I Only)

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight Process** (if Project is subject to DSA jurisdiction)
 - a. Architect will verify that the Project Inspector is approved by the DSA for the Project by submitting Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
 - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
 - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
 - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current) for all construction contracts.
 - e. Architect 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 Architect or engineer or their qualified representative to observe construction.
 - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
 - g. Architect shall respond to DSA field trip notes as necessary.
 - h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current form) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
 - i. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1)

when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project, (2) work on the Project is suspended for a period of more than one month, (3) the services of the Architect are terminated for any reason prior to completion of the Project, or (4) DSA requests a Verified Report.

3. **Change Orders**

- a. Architect shall review all of contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these construction change documents and drawings from the Architect and shall be at no additional cost unless designated as Extra Services by the District. The PDF files of drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

4. **Submittals**

- a. Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
 - b. Architect shall review contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
 - c. Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This 14-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.
5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this

provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.

6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that Architect may observe. However, Architect shall not be a guarantor of the contractor's performance.
7. **As-Built Drawings.** Architect shall review and evaluate for District the contractor(s)' documentation of the actual construction performed during the Project that the contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.
9. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies in construction following the acceptance of the contractor's work. Architect and Engineers will participate in system startup and/or commissioning.
11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

12. Deliverables and Number of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- a. Two copies of meeting report/minutes from kick-off meeting;
- b. Two copies of observation reports; and
- c. Two copies of weekly meeting reports.

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I. CLOSE OUT PHASE (Phase I Only)

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
 - a. Architect shall review the Project and observe the construction as required to determine when the contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - b. Architect shall collect from the contractor, review, and forward to the District all written warranties, operation manuals, spare parts, lien waivers, and Certificates of Inspection and Occupancy with Architect's recommendation as to the adequacy of these items.
 - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - d. Architect shall respond to the DSA "90-day" letter.
 - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the contractor's contract.
 - f. Architect shall prepare a set of Record Drawings for the Project, as required by the District.
 - g. Architect shall review and prepare a package of all warranty and M&O documentation.
 - h. Architect shall organize electronic files, plans and prepare a Project binder.
 - i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
 - a. Two copies of punch lists for each site; and
 - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.

4. Meetings

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as required to closeout the project in a timely manner

J. MEETINGS / SITE VISITS / WORKSHOPS

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.

2. General Meeting, Site Visit, and Workshop Requirements

- a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.
- b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- c. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.

3. The following are minimum type of meetings for each phase

Meetings During Project Initiation Phase

- a. Within the first week following execution of the Agreement, Architect shall participate in one Project kick-off meeting for to determine the Project intent, scope, budget and timetable, which shall encompass the following:
 - (i) Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
 - (ii) The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
 - (iii) During this meeting, Architect shall:
 - (A) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
 - (B) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
 - (C) Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

- (D) Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

Initial Site Visits

- b. Architect shall visit the Project site to complete a visual inventory and documentation of the existing conditions.

Meetings During Architectural Program

- c. Architect shall participate in one public community information site meeting to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the site during construction.
- d. Architect shall conduct one site visit/meeting with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
- e. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

Meetings During Schematic Design Phase

- f. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct one design workshop with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment (CADD). The District may, at its discretion, allow Architect to proceed with this meeting without using CADD. This workshop shall be ongoing and may include several meetings and shall not be concluded until each attendee has indicated his or her acceptance with the Architect's preliminary design. This workshop shall include the following:
 - (i) Architect shall designate its team member duties and responsibilities.
 - (ii) Architect and District shall review District goals and expectations.
 - (iii) District shall provide input and requirements.
 - (iv) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.
 - (v) Prepare and/or revise the scope of work list and general workplan from the Pre-Design Phase, for documentation in a computer-generated Project schedule.
 - (vi) Establish methods to facilitate the communication and coordination efforts for the Project.

Meetings During Design Development Phase

- g. At the time designated for completion of the Design Development package, Architect shall conduct one meeting, per package or submittal, with the District to review the following:

- (i) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.
- (ii) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

h. Value Engineering Workshop Meetings

- (i) Architect shall conduct value engineering workshop(s), as requested by the District, including all of Architect's consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.

Meetings During Construction Documents Phase

- i. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct one meeting, per package or submittal, with the District to revise the Design Development package and receive comments.
- j. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct one meeting, per package or submittal, with the District to review the following:
 - (i) Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specifications.
 - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.
- k. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct one meeting, per package or submittal, with the District to review the following:
 - (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.
 - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

Meetings During Bidding Phase

- l. Attend and take part in one meeting, per package or submittal, with all potential bidders, District staff, and Construction Manager.
- m. Conduct one kick-off meeting with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

Meetings During Construction Administration Phase

- n. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.
- o. Conduct weekly Project meetings with District staff to review with District staff the progress of the work. This is expected to be sixty (60) meetings, per site, but Architect acknowledges that the Project may not be completed in this timeframe and agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.
- p. Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.

Citizens’ Bond Oversight Committee Meetings

Architect acknowledges that the design and construction of the Project is subject to oversight by the District’s citizen bond oversight committee. Architect shall, at the District’s direction, attend District citizen bond oversight committee meeting(s) and present the Architect’s design to the District’s citizen bond oversight committee for review.

Governing Board Meetings Architect acknowledges that the District’s governing board must approve all designs. Architect shall, at the District’s direction, attend District governing board meeting(s) and present the Architect’s design to the District’s governing board for review and approval.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- B. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- C. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- D. Providing deliverables or other items in excess of the scope and number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the scope and number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- E. Providing services as directed by the District that are not part of the Basic Services of this Agreement.
- F. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- G. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.
- H. See attached Exhibit B.1 for LPAS' Standard Hourly Rates.

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) copies to the District along with the monthly billing.

- B. Architect shall complete Services required under the Development of Architectural Program section within **60 calendar days** after written authorization from the District to proceed. This is for both phases of the project.

- C. Architect shall complete Services required under the Schematic Design Phase within **60 calendar days** after written authorization from District to proceed. This is for both phases of the project.

- D. Architect shall complete Services required under the Design Development Phase within **60 calendar days** after receipt of a written authorization from District to proceed. This is Phase I Renovation project only.

- E. Architect shall complete Services required under Construction Documents Phase within **120 calendar days** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with the Construction Documents back-check stage and State Chancellor's Office approvals.
 - 1. 50% Submittal Package **40 calendar days**
 - 2. 100% Submittal Package **60 calendar days**
 - 3. Final Contract Documents after Final Back-Check Stage **20 calendar days**

Construction Documents schedule is for the Phase I Renovation project only.

- F. The durations stated above include the review periods required by the District and all other regulatory agencies. Milestone schedule is noted below:

Start Preliminary Plans:	December 1, 2013
Complete Preliminary Plans & Submit to CCCCCO:	April 1, 2014
Start Working Drawings:	May 1, 2014
Complete Working Drawings & Submit to CCCCCO:	November 1, 2014
DSA Submittal:	December 1, 2014
DSA Approval:	May, 2015
CCCCO Approval to Bid:	June, 2015
Bid and Award Phase:	June – August, 2015
Construction Start:	October, 2015
Construction End:	January, 2017

- G. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect’s Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre-Design/Architectural Program Development Phase	<u>2.5%</u>
Schematic Design Phase	<u>12.5%</u>
Design Development Phase	<u>20%</u>
Construction Documents Phase-Submittal to DSA	<u>35%</u>
Approval by DSA	<u>5%</u>
Bidding Phase	<u>2%</u>
Construction Administration Phase	<u>18%</u>
Close Out Phase	
Generate Punch List	<u>1%</u>
Sign Off On Punch List	<u>1%</u>
Receive and Review All M & O Documents	<u>1%</u>
Filing All DSA Required Close Out Documents	<u>1%</u>
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings	<u>1%</u>
TOTAL BASE COMPENSATION	<u>100%</u>

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted in triplicate to the District via the District’s authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect’s monthly pay request format.

4. Upon receipt and approval of Architect's invoices, except as provided in subdivision 4.g. herein, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:
 - a. **Pre- Design/Architectural Program Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.
 - b. **For Schematic Design Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.
 - c. **For Design Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.
 - d. **For Construction Documents Phase:**

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.
 - e. **For Bidding Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's award of the bid.
 - f. **For Construction Administration Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's notice of completion.
 - g. **For Close Out:**

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this phase.
 - h. **Format and Content of Invoices:**

Architect acknowledges that the District requires Architect's invoices to include detailed explanations of the Services performed. For example,

a six hour charge for "RFIs and CORs" is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and consultant(s). Architect's liabilities, including but not limited to Architect's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
1. **Commercial General Liability.** Commercial general liability insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, blanket contractual liability, broad form endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than \$4,000,000 annual general aggregate and \$2,000,000 each occurrence.
 2. **Commercial Automobile Liability, Any Auto.** Two million dollars (\$2,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy. Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 4. **Employment Practices Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of One million dollars (\$2,000,000) per occurrence. Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 5. **Professional Liability.** Professional Liability Insurance satisfying either of the two following requirements: (a) specific to this Project only, with limits not less than \$2,000,000 each claim, or (b) limits of not less than \$4,000,000 each claim and aggregate. Such Professional Liability Insurance shall apply to and insure against Consultant's negligent acts, errors or omissions in connection with

services to be provided under this Agreement, and shall contain no exclusion for claims of one insured against another insured. Such Professional Liability Insurance policy shall continue to provide coverage as specified in this Paragraph for a period of five (5) years after the completion of the Services.

- C. The District reserves the right to modify the limits and coverages described herein.
- D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds twenty five thousand dollars (\$25,000). At the option of the District, either:
1. The District can accept the higher deductible;
 2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
 3. Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:

1. Accept the lower rating; or
2. Require Architect to procure insurance from another insurer.

G. **Verification of Coverage:** Architect shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 *et seq.* of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

[END OF DOCUMENT]

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

TO: Members of the Governing Board

**SUBJECT: AWARD OF BID FOR VACAVILLE ANNEX EXTERIOR
 DOOR AND HARDWARE PROJECT TO RON PRIEST
 CONSTRUCTION, INC.**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval for bid award is requested for Ron Priest Construction Inc. (RPCI) in the amount of \$49,959.62 for the Vacaville Annex Exterior Door & Hardware Project. Based on the attached bid analysis, RPCI is the lowest responsive, responsible bidder. A construction contract will be provided to the board for ratification at a later date.

Government Code: Board Policy: Estimated Fiscal Impact: Measure Q Funds \$49,959.62

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

Leigh Sata
 Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

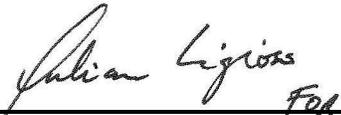
ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

February 7, 2014
**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**


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

February 7, 2014
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

Project:
Meeting:
Bid Date:
Bid Time:
Bid Location:
Number of Addendum:

Vacaville Annex Exterior Door & Hardware
Bid Opening
2/6/2014
11:00 AM
360 Campus Lane
4


360 Campus Lane, Suite 203, Fairfield, California, 94534
Phone: (707) 864-7189
Fax: (707) 864-8392

Preliminary Result

Bidder	00310 - Bid Form	00311 Subcontractor List	00312 - Non Collusion Affidav	00501 - Bidder Bond	Bondability Letter	Addenda 1	Addenda 2	Addenda 3	Addenda 4	Base Bid
1 Ron Priest Construction Inc.	X	X	X	X	X	X	X	X	X	\$ 49,959.62
2 Bobo Construction	X	X	X	X	X	X	X	X	X	\$ 50,980.00
3										\$ -
4										\$ -
5										\$ -
6										\$ -
7										\$ -
8										\$ -
9										\$ -
10										\$ -
11										\$ -
12										\$ -
13										\$ -
14										\$ -
Engineers Estimate										\$ 40,000.00
Low Bid										\$ 49,959.62
Average Bid										\$ 50,469.81

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO FOULK GOMEZ AND ASSOCIATES FOR VACAVILLE PARKING LOT EXPANSION PROJECT CIVIL ENGINEERING SERVICES
REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for contract award to Foulk Gomez and Associates for the Vacaville parking lot expansion project civil engineering services. The consultant will provide a required boundary survey to delineate property lines from adjacent owners and establish formal records with Solano County.

Total fee for this contract is \$2,020.

Government Code: Board Policy: Estimated Fiscal Impact: Measure G Funds \$2,020

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

February 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 7, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
Civil Engineering Services**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 19th day of February, 2014 by and between the Solano Community College District, ("District") and Foulk Gomez Associates ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Civil Engineering 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 February 19, 2014 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 a total fee not to exceed Two Thousand, Twenty Dollars (\$2,020.00). 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.
 - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "A."** 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
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 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.

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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 Drive, Suite 203
Fairfield, California 94534

ATTN: Ines Zildzic

Consultant:

Fouk, Gomez & Associates, Inc.
4777 Mangels Boulevard
Fairfield, CA 94534

ATTN: Brad Fouk, Principal

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

By: _____

By: _____

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

Print Name: Brad Foulk

Print Title: Superintendent-President

Print Title: Principal

Information regarding Consultant:

License No.:

:

Employer Identification and/or
Social Security Number

Address: 4777 Mangels Boulevard
Fairfield, CA 94534

Telephone: (707) 864-0784

Facsimile:

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 land surveying services to stake the property line of the Vacaville Campus to include the following three items:

1. Set property corners with 5/8" rebar and caps.
2. Stake property points at the beginning and ending of curve with 5/8" rebar and caps.
3. Prepare and process corner record with County Surveyors office.

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO SUDDATH RELOCATION SYSTEMS
 FOR INTERIM VALLEJO AUTOTECH BUILDING PROJECT
 MOVING SERVICES**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for contract award to Suddath Relocation Systems to provide moving services for the interim Vallejo Autotech Building Project. Moving services include relocation of classroom and office furniture from the Fairfield Campus to 1301 Georgia St. needed to equip the interim location for the Autotech Building Project.

This agreement is for a total fee of \$2,660.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: Measure Q Funds \$2,660</i>
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SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> 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

February 7, 2014

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**


 FOR

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

February 7, 2014

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
Relocation Services**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the February 19, 2014 by and between the Solano Community College District, ("District") and Suddath Relocation Systems of Northern California Inc. ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Relocation 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 February 19, 2014 and will diligently perform as required and complete performance by September 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 Two Thousand Six Hundred Sixty Dollars (\$2,660.00). 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.
 - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "A."** 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.

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Solano Community College District
C/O Kitchell CEM
360 Campus Drive, Suite 203
Fairfield, California 94534

ATTN: Ines Zildzic

Consultant:

Suddath Relocation Systems of Northern California Inc.
2055 South Seventh Street
San Jose, CA 95112

ATTN: Tom Rodriguez

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.

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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

By: _____

By: _____

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

Print Name: Tom Rodriguez

Print Title: Superintendent-President

Print Title: Director of Office and Industrial Services

Information regarding Consultant:

License No.: _____

:
Employer Identification and/or
Social Security Number

Address: 2055 South Seventh Street
San Jose, CA 95112

Telephone: (650) 952-1200

Facsimile: (650) 952-1400

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 relocation services for Solano Community College District, for the Autotechnology Project in Vallejo. The scope of work includes moving classroom furniture from their current location at 4000 Suisun Valley Road, Fairfield, CA 94534 to the Autotech Building swing space location at 1301 Georgia Street, Vallejo, CA. Once the furniture is no longer needed by the District, movers will relocate the furniture from the 1301 Georgia Street site to the main Fairfield Campus Warehouse location. Hourly rates for above mentioned services are as outlined in Consultant proposal. For a crew consisting of 1 supervisor, 2 movers, 1 driver & 1 driver the cost is \$160.00 per hour with a minimum of 4 hours for Monday – Saturday relocations.

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO PREMIER CHEMICAL ENVIRONMENTAL SOLUTIONS FOR INTERIM VALLEJO AUTOTECH BUILDING PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for contract award to Premier Chemical Environmental Solutions, (PCES) to provide environmental consulting for the Autotech Building Project in Vallejo. PCES will provide a business plan for the hazardous chemicals emergency response at the interim Vallejo Autotech Building. The information from the completed business plan will be provided to emergency rescue personnel on a 24-hour basis to better prepare them in the event of an emergency. PCES is a preapproved District vendor that currently provides this plan for all three campuses.

Total fee for this contract is \$4,560.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: Measure Q Funds \$4,560</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> 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		
February 7, 2014		
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		
		 JOWEL C. LAGUERRE, Ph.D. Superintendent-President
		February 7, 2014 DATE APPROVED BY SUPERINTENDENT-PRESIDENT

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
Environmental Consulting Services

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 19th day of February, 2014 by and between the Solano Community College District, ("District") and Premier Chemical Environmental Solutions ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Environmental Consulting 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 February 19, 2014 and will diligently perform as required and complete performance by May 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 a total fee not to exceed Four Thousand, Five Hundred Sixty Dollars (\$4,560.00). 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.
 - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "A."** 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
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer’s Liability	\$ 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 Drive, Suite 203
 Fairfield, California 94534

ATTN: Ines Zildzic

Consultant:

Premier Chemical Environmental Solutions
1652 West Texas Street, Suite 248
 Fairfield, CA 94533

ATTN: Michael Montanus

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.
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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

By: _____

By: _____

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

Print Name: Michael Montanus

Print Title: Superintendent-President

Print Title: Senior Vice President

Information regarding Consultant:

License No.:

:
Employer Identification and/or
Social Security Number

Address: 1652 West Texas Street, Suite 248
Fairfield, CA 94533

Telephone: (707) 426-0981

Facsimile: (707) 449-8999

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 services and/or deliverables:

1. Consultant to conduct a complete inventory of all chemicals.
2. California Annotated Detailed Site Map – Consultant to develop/draw the following 3 maps that will notate specific primary and sub-primary NFPA ratings/placement:
 - a. Comprehensive Emergency Evacuation Map noting Primary and Secondary assembly staging areas; detailed maps noting Electrical, Gas and Water Shut offs, Storm Drain and Fire Hydrants.
3. Emergency Response Plan & Procedures – Consultant to provide the following maps and/or written documents.
 - a. Develop a detailed chemical inventory specific to storage areas.
 - b. Detailed site map prominently displaying evacuation routes.
 - c. Detailed procedures for ER personal on how and where to conduct shut down procedures for electric, gas or water lines.
 - d. Write a comprehensive plan to include emergency contacts including primary and secondary contacts.
 - e. Written format of notifications to be made after an emergency detailing what agencies must be contacted as well as when notifications must be made.
 - f. Identify specific areas/equipment to be inspected immediately after an emergency.
 - g. Written Contingency Plan detailing ER equipment (type and location) available.
 - h. Written safety procedures for Earthquake/Disaster Sensitive Areas.
 - i. Detailed response procedures for a chemical spill.
 - j. Develop Spill and/or Release Incident Forms to be completed including when they are required.
 - k. Develop Accident/Injury Forms.
 - l. Spill Kit requirements with reorder forms.
4. Required Inspections – Consultant to provide the following items in regards to inspections:
 - a. Develop inspection forms required by CUPA that are specific to each chemical area or department. Documents will include instructions and requirements for monthly/weekly inspections. The inspections are required to be documented and made available upon an inspector's request.
 - b. Develop inspection forms required by CUPA for hazardous waste storage areas.
 - c. Develop customized Site Assessment Inspection documents.
5. AFIP 4.20 Std 20-NFPA Placards – Consultant will provide the following information in regards to the placards.
 - a. NFPA Placard Placements around the site.
 - b. Complete a study and provide information specific to size, stroke and ratings to placards which will bring the Automotive Center into compliance.
 - c. NFPA Placard descriptions will be shown on map drawings.
 - d. NFPA Primary with all Sub-Primary will be shown on the maps.
6. Hazardous Waste Management Procedures – Consultant to provide a written Standard Operating Procedures for the Management of Hazardous Waste which will include all of the following details: definition, identification, segregation, accumulation, satellite accumulation, minimization strategic planning, required weekly/monthly inspection documentation, and CUPA inspection documentation.
7. Designation of Responsibilities – Consultant to develop and provide written documentation for the assigned HMBP Manager and delegation of responsibilities.

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF THE CIVIL ENGINEERING SERVICES
POOL OF FIRMS**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for the pool of civil engineering firms to provide full engineering services through the design and construction phases of various projects under the Solano CCD capital improvement program. A Request for Qualifications was issued in December 2013 and on January 22, 2014 District received seven responses. The Selection Committee reviewed and evaluated each submittal and a shortlist of five firms was interviewed on February 3, 2014. The selection committee recommends that the following three firms be placed in a pool of civil engineering firms (being placed in the pool is not a guarantee of work):

- BKF
- Creegan + D'Angelo
- CSW/ST2

The district's standard civil engineering services contract was reviewed by counsel and accepted by all three firms. Project specific agreements will be brought back to the Board for approval.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> 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

February 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 7, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(CIVIL ENGINEERING SERVICES)**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the _____ day of _____, 20__ by and between the Solano Community District, ("District") and _____ ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized by section 4525 et seq. of the California Government Code to contract with and employ any persons for the furnishing of architectural, landscape architectural, engineering, environmental, and land surveying services and advice through a "fair, competitive selections process free of conflicts of interest, political contributions, or unlawful activities." (Gov. Code, § 4529.12.)

WHEREAS, the District complied with the requirements of section 4525 et seq. in selecting Consultant; and

WHEREAS, the District is in need of such services and advice related to work it will be performing at _____ ("Project"); and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and such services are need on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide services to assure that [INSERT PROJECT DESCRIPTION] will comply with the requirements of the civil engineer services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** The term of this Agreement shall be for the duration of Services described hereto unless this Agreement is terminated and/or otherwise cancelled prior to that time. The Consultant shall provide all Services as indicated in the schedule attached as Table 1 to Exhibit "A."
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>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
_____	Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$_____). 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 produce is as follows:

- 4.1.1. _____
- 4.1.2. _____
- 4.1.3. _____
- 4.1.4. _____
- 4.1.5. _____

4.2. **[OPTIONAL]** 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. **[OPTIONAL]** 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:

5.1. Not applicable.

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, except as follows:

7.1. _____

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 school 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. **[OPTIONAL] 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. **With 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
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ __,000,000
General Aggregate	\$ __,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ __,000,000
General Aggregate	\$ __,000,000
Professional Liability	\$ __,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ __,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.

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 Board of Education, 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, CA 94534

[FAX]

ATTN: _____

Consultant:

[NAME]

_____, California 9_____

[FAX]

ATTN: _____

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

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Consultant:

License No.: _____

Employer Identification and/or
Social Security Number

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

____ 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. **[IF A CONSULTANT PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]**

The Scope of Services may vary for each individual project but generally is intended to include full engineering services through the design and construction phases of the specific project. The Scope of Services may, as required by the project, include site evaluation and investigation, preparation of biddable documents, contract administration and development of a Project Budget for the specific project. The Project Engineer may be required to meet, as needed, with District Facilities staff, neighborhood organizations, and upper level District administrators for project development. The consultant scope of services includes various civil design work related to various District project. Scope of services may also include site surveys including topographic surveys, boundaries, easements, and property line verification. Scope of services may include various studies including traffic and ADA compliance studies. In addition, the consultant may be required to develop, implement and maintain SWPPP requirements, from a project level and a campus level. Specific scope of services will be determined on a project by project basis.

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

TO: Members of the Governing Board

SUBJECT: APPROVAL OF THE ENVIRONMENTAL CONSULTING SERVICES POOL OF FIRMS

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for the pool of environmental consulting services firms to provide environmental planning, CEQA services, and other environmental based services under the Solano CCD capital improvement program. A request for qualifications was issued in December 2013 and the District received ten statements of qualification. A shortlist of six firms was interviewed on February 7, 2014 and the selection committee recommends the following firms to be placed in the pool of environmental consulting firms (being placed in the pool is not a guarantee of work):

- Amy Skewes-Cox
- Dudek
- First Carbon Solutions
- ICF International

The standard environmental consulting services contract was reviewed by District counsel and was accepted by all four firms. Project specific agreements will be brought back to the Board for approval.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> 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

February 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 7, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(CALIFORNIA ENVIRONMENTAL QUALITY ACT)**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the _____ day of _____, 20__ by and between the Solano Community District, ("District") and _____ ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized by section 4525 et seq. of the California Government Code to contract with and employ any persons for the furnishing of architectural, landscape architectural, engineering, environmental, and land surveying services and advice through a "fair, competitive selections process free of conflicts of interest, political contributions, or unlawful activities." (Gov. Code, § 4529.12.)

WHEREAS, the District complied with the requirements of section 4525 et seq. in selecting Consultant; and

WHEREAS, the District is in need of such services and advice related to work it will be performing at _____ ("Project"); and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and such services are need on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide services to assure that [INSERT PROJECT DESCRIPTION] will comply with the requirements of the California Environmental Quality Act (CEQA) as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** The term of this Agreement shall be for the duration of Services described hereto unless this Agreement is terminated and/or otherwise cancelled prior to that time. The Consultant shall provide all Services as indicated in the schedule attached as Table 1 to Exhibit "A."
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:

- Signed Agreement
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Other: _____

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- 4.1.1. _____
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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.

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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. **[OPTIONAL] 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. **With 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
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ __,000,000
General Aggregate	\$ __,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ __,000,000
General Aggregate	\$ __,000,000
Professional Liability	\$ __,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ __,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.

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 Board of Education, 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, CA 94534
[FAX]
ATTN: _____

Consultant:

[NAME]

_____, California 9_____
[FAX]
ATTN: _____

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

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Consultant:

License No.: _____

Employer Identification and/or
Social Security Number

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
____ 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. **[IF A CONSULTANT PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]**

Preparation of all documentation necessary to initiate, process, review, and ultimately obtain certification of a Project Environmental Impact Report or other appropriate environmental documentation (i.e. "Negative Declaration") that will environmentally clear approval and implementation of the Project in compliance with CEQA. Such documentation will include an initial study, notices, mailings, technical reports, exhibits, the Draft and Final EIR (ii necessary), findings, approval documents and other documentation, and studies, as required to complete the CEQA process. Services will likely include, but are not limited to, the following:

- a) Conduct appropriate scoping activities to identify issues and define the proposed project and alternatives for analysis; meet on an ongoing basis as appropriate with community and affected agency representatives, district administrators, master planners, and associated consultants already under contract at the district; prepare, maintain and implement a CEQA processing schedule to assure efficient and timely preparation and processing of the appropriate environmental clearance, and if necessary, the EIR.
- b) Prepare and distribute the initial study and notice of preparation;
- c) Prepare Administrative Draft environmental documents;
- d) Prepare and circulate draft environmental document;
- e) Conduct public hearings and meetings, as required;
- f) Prepare administrative environmental impact report document;
- g) Present draft and final report to the Board; and
- h) Prepare the Final EIR with responses to comments, findings of fact and statement of overriding considerations (if applicable), mitigation monitoring program, certifying resolution, notice of determination and related documentation;

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

TO: Members of the Governing Board

SUBJECT: LEASE AGREEMENT AMENDMENT TO 88/12, A CALIFORNIA LIMITED PARTNERSHIP FOR BUILDING 600 SWING SPACE LOCATION AT 360 CAMPUS LANE, FAIRFIELD, CA

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for lease agreement amendment to 88/12, a California limited partnership (Lessor) for Building 600 Swing Space located at 360 Campus Lane, Fairfield, CA. This amendment is for additional tenant improvements in Suite 201 for the Foundation Department. This tenant improvement addressed needed office configurations for the Foundation Department that became apparent after the lease was executed and Board approved in June, 2013. This amendment is for \$4,540 to cover construction costs related to this tenant improvement.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: Measure G Funds</i>
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SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> 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

February 7, 2014

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

February 7, 2014

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

Lease Amendment #1
Multi-Tenant Office Lease – Net

This Lease Amendment is to the Standard Multi-Tenant Office Lease-Let (Lease Amendment) is attached to, made part of and incorporated into that certain Standard Multi-Tenant Office Lease – Net (the “Standard Lease”) dated May 1, 2013 by and 88/12, a California limited partnership, as Lessor and Solano Community College District, Lessee, for the premises known as 360 Campus Lane, Suites 201 & 2013, City of Fairfield, County of Solano, State of California.

If any portion of the Standard Lease should conflict with the terms of this Amendment, the terms of this Amendment shall control.

Defined terms not otherwise defined in this Amendment shall have the meaning given to such terms in the Standard Lease.

All reference to the “Lease” in the Standard Lease or in this Amendment shall mean, collectively, the Standard Lease as modified by the Amendment.

1. Suite 201, Foundation Department offices tenant improvements:
 - a. Lessor shall provide tenant improvements in Suite 201 to include additional walls to accommodate office configuration needed for the Foundation Department.
 - b. Lessor shall be compensated the cost of construction in the amount of \$4,539.15 as agreed.
 - c.

LESSEE:

SOLANO COMMUNITY COLLEGE DISTRICT

By: _____

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

Print Title: Superintendent-President

Date: _____

LESSOR: 88/12, a California limited partnership

By: _____

Print Name: _____

Print Title: _____

Date: _____

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO CHERNOCK ASSOCIATES
 FOR PROFESSIONAL SERVICES – SCREENING
 CRITERIA FOR PM/CM SOQs**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for contract award to Chernock Associates to assist in the review of the statement of qualifications for PM/CM RFQ/P selection process. On January 10, 2014, the District issued a request for qualifications and ten firms submitted qualification statements. In order to insure that only the most qualified of applicants are interviewed, a neutral third party will assist in the first phase of the selection process.

Total fee for this contract is \$1,750.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: Measure Q Funds \$1,750</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Leigh Sata
 Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
 Fairfield, CA 94534

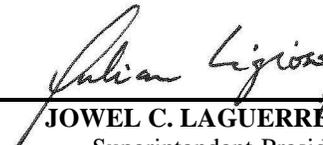
ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

February 7, 2014
**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**


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

February 7, 2014
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 20th day of February, 2014 by and between the Solano Community District, ("District") and Chernock Associates ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized by section 4525 et seq. of the California Government Code to contract with and employ any persons for the furnishing of architectural, landscape architectural, engineering, environmental, and land surveying services and advice through a "fair, competitive selections process free of conflicts of interest, political contributions, or unlawful activities." (Gov. Code, § 4529.12.)

WHEREAS, the District complied with the requirements of section 4525 et seq. in selecting Consultant; and

WHEREAS, the District is in need of such services and advice related to work it will be performing at ("Project"); and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and such services are need on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

- 1. **Services.** The Consultant shall provide services for review of the PM/CM submittals and as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
- 2. **Term.** The term of this Agreement shall be for the duration of Services described hereto unless this Agreement is terminated and/or otherwise cancelled prior to that time. The Consultant shall provide all Services as indicated in the schedule attached as Table 1 to Exhibit "A."
- 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:

- Signed Agreement
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Other: _____

- 4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed One-thousand, seventy-five Dollars and 00/100 cents (\$1,750.00). 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 produce is as follows:

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:
- 5.1. Not applicable.
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, except as follows:
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 school 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 meetings as required 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. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

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

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

12.2.3. 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. Consultant agrees to provide evidence of Auto Insurance and an "umbrella" insurance policy.
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, CA 94534
ATTN: Leigh Sata

Consultant:

Chernock Associates
16 Meadow Lane
Novato, California 94947
ATTN: V-Anne Chernock

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: _____

Dated: _____

Solano Community College District

Chernock Associates

By: _____

By: _____

Print Name: Jowell C. Laguerre, Ph.D

Print Name: V-Anne Chernock

Print Title: Superintendent-President

Print Title: Principal

Information regarding Consultant:

License No.: N/A

Address: 16 Meadow Lane
Novato, CA 94947

Telephone: (415) 897-0907

E-Mail: v-anne@chernockassociates.com

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company
- Other: _____

Employer Identification and/or
Social Security Number

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.)

If consultant has no employees, please fill sign and date, below.

My signature certifies, under penalty of perjury, ***that I have no employees*** and perform all work as an independent consultant.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

Chernock Associates
16 Meadow Lane
Novato, CA 94947
415-897-0907

February 8, 2014

Solano Community College District
Attn: Leigh Sata, Executive Bonds Manager
4000 Suisun Valley Road
Fairfield, CA 94534

Ref: Bond Measure Qualifications Review

Dear Leigh:

Thank you for the invitation to assist you with screening your recently received Statements of Qualification for PM/CM consultants for the Solano Community College District.

My understanding of the assignment is to:

- Review the Request for Qualifications and screening criteria defined therein (or develop, if needed)
- Review 10 Statements of Qualification against the screening criteria
- Recommend those deemed qualified for personal interviews
- Develop a set of interview questions from the RFQ and SOQs
- Complete this work within one week of receipt of the documents

My hourly fee for these services is \$175. I anticipate that the assignment should take no more than about 8 to 10 hours, depending on the size and complexity of the RFQ and SOQs. This contract, therefore, will not exceed \$1,750 without additional written authorization from the District.

I look forward to authorization to proceed and receipt of your documents.

Sincerely,

V-Anne Chernock

*Retired bond director,
Tamalpais Union High School District
and Marin Community College District*

Sent by e-mail from v-anne@chernockassociates.com

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

TO: Members of the Governing Board

SUBJECT: DELEGATION OF AUTHORITY – POTENTIAL CHANGE ORDERS

REQUESTED ACTION: APPROVAL

SUMMARY:

In order for a bond measure to run in an efficient manner, the District’s governing board is asked to delegate authority to the Superintendent/President (and certain key staff) to approve potential change orders (PCOs) as described in the attached memorandum. This delegation in no way removes approval, management or other authority from the governing board, and approval of Change Orders (the aggregation of PCOs) is required by the board by ratification.

The fiscal impact to the program is beneficial, as it allows staff to manage work conduct bond-related construction business while allowing board oversight and approval.

The attached memorandum describes details of the delegation of authority.

<i>Government Code: N/A</i>	<i>Board Policy: 3225</i>	<i>Estimated Fiscal Impact: \$0.0</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Leigh Sata
 Executive Bond Manager

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707-863-7855

TELEPHONE NUMBER

Administration

ORGANIZATION

February 7, 2014

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

February 7, 2014

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

**Solano Community College District
Delegation of Authority
Changes to Construction Contracts (PCOs)
February 19, 2014
(REVISED)**

BACKGROUND:

Per the Education Code sections 70902 (d) and 81655, the Board may delegate authority to District staff the approval of contracts and other documentation while doing business on behalf of the District.

Recognizing the Board's desire to secure accountability for results while maintaining a smooth construction schedule and controlling costs, **the District recommends that the Board grant authority to the Superintendent/President, Executive Bonds Manager and Vice President of College Operations to approve Potential Change Orders (PCOs)** under the following conditions:

- This authority shall be granted on a trial basis for a period of one year, effectively immediately, and will be re-visited after one year of Measure Q implementation, first phase.
- When the Board approves a new construction contract, the Board will also allocate an amount equal to 10% of the approved contract amount to be set aside as construction contingency.
- The President, Vice President of College Operations or Executive Bonds Manager will have authority to use this 10% construction contingency for contract change orders on behalf of the Board. **At no time will this authority transfer to any contractors or consultants.**
- The Superintendent/President, Executive Bonds Manager or Vice President of College Operations will approve all Potential Change Orders (PCO's) on behalf of the Board and authorize work to proceed in order to keep the construction projects on schedule.
- The appropriate Superintendent/President, Executive Bonds Manager or Vice President of College Operations will be familiar with the progress of the project and will exercise sound professional judgment in authorizing changes.
- For bond-funded projects, the program management team will maintain a log (list) of all open PCOs, to include the PCO's scope of work, expected or negotiated price, expected or negotiated time extension, and ultimately the number of Change Order that includes the PCO(s). This log will be available for Board review at any time.
- Any **individual PCO** whose final cost is expected to exceed the limits described in board policy 3225 (as adopted by the State Chancellor's Office: **\$84,100 in 2014**) will be reported at the next scheduled Board meeting as soon the expected cost is identified.
- **The Board may request a full explanation of any PCO at any time.**

- PCOs will be consolidated into Change Orders¹ as soon as final prices are negotiated. **All Change Orders will be presented to the Board for approval and/or ratification.**
- When the cumulative value of change orders on any given project approaches the 10% contingency, the Board will be given the opportunity to review the contract and discuss options for contract completion.

If at any time contract changes are expected to exceed the 10% contingency, and at the recommendation of District staff, Board may authorize additional contingency from available budget funds.

When cumulative value of change orders exceed the 10% contingency, and the Board has authorized additional budgeted funds, the Board will be asked to make findings that the work is all of emergency nature or that public interest is better served by authorizing the existing contractor to perform the work than by stopping work on the project to allow the work to be formally publically bid.

FISCAL IMPACT:

The overall fiscal impact of this procedure is expected to be positive, as projects can proceed without the cost of delay.

RECOMMENDATION:

The District recommends that the Board **grant authority to the Superintendent/President, Executive Bonds Manager and Vice President of College Operations to approve changes to construction contracts** under the conditions outlined above.

¹ A change Order may include any number of PCOs from one to several, depending on the size and timing of the project.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT
AND SOLANO COUNTY OFFICE OF EDUCATION
REQUESTED ACTION: APPROVAL

SUMMARY:

This Memorandum of Understanding (MOU) addendum is between Solano Community College, hereafter identified as "SCCD" and the Solano County Office of Education, hereafter known as "SCOE". The MOU is in place to provide Community Collaborative services and activities with Solano County middle and high schools, students and parents, teachers, administrators, and counselors from February 6, 2014 through February 28, 2014.

The pathway focus for our SB 70 includes Water/Wastewater; Entrepreneurship, Advanced Manufacturing programs including Mechatronics, Welding and Drafting; and Health Information Technology. This MOU addendum for \$10,000 is specifically for assisting SCOE with moving their Advanced Manufacturing program forward.

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 of this agreement is requested at this time.

Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$10,000
CEO 2013-14 Goal: Implement Master Plans: Educational Master Plan and Facilities Master Plan

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

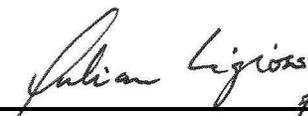
TELEPHONE NUMBER

Academic & Student Affairs

ORGANIZATION

February 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 7, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

MEMORANDUM OF UNDERSTANDING ADDENDUM

Between Solano Community College District and Solano County Office of Education

This MEMORANDUM OF UNDERSTANDING is entered into this 5th day of February 2014, by and between Solano Community College District (SCCD), and Solano County Office of Education (SCOE), hereinafter referred to as “SCCD” and “SCOE.”

Whereas SCCD is an integral partner with SCOE;

And whereas SCCD is in receipt of a Community Collaborative SB70 Grant requiring career pathway development, curriculum development, career awareness activities and professional development for faculty, with significant input from and interaction with the Solano County Office of Education;

SCCD and SCOE have agreed to collaborate as detailed below.

SCOE Responsibilities:

COMMUNITY COLLABORATIVE, SB-70

Grant Number: 11-140-281

MOU Term: February 6 through February 28, 2014

This Memorandum of Understanding (MOU) is between Solano Community College, hereafter identified as “SCCD” and the Solano County Office of Education, hereafter known as “SCOE”. The MOU is in place to provide Community Collaborative services and activities with Solano County middle and high schools, students and parents, teachers, administrators, and counselors receiving benefit from the Community Collaborative.

<u>Community Collaborative Grant Activity</u>	<u>SCOE Deliverable</u>	<u>Budget</u>
Grant Activity #34: Supplies/ Materials. Focus: Manufacturing Sector. Funding is needed for additional supplies and materials to expand the manufacturing and robotics programs in Vacaville, Travis, Dixon, Benicia, and FSUSD at the high school and middle school level.	Working with the Fairfield Suisun USD, funding will be used to purchase manufacturing and robotics supplies and materials for relevant high schools and middle schools.	\$10,000

SCCD Responsibilities:

- SCCD will provide \$10,000 to SCOE for grant activities.

Term:

The term of this agreement shall be from February 6, 2014 through February 28, 2014. This agreement may be extended or increased with an addendum.

The signatures below indicate agreement to the foregoing terms dated this 6th day of February 2014.

Solano County Office of Education:

Solano Community College:

Tommy Welch
Associate Superintendent
Business and Finance
Solano County Office of Education

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

Janet Harden
Assistant Superintendent Human
Resources/Workforce Development
Solano County Office of Education

Deborah Mann
Director of Workforce Training and
Grants Management
Solano Community College

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 the fall 2013 and spring 2014 semesters in the months of December 2013 and January 2014, 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 Cod: Title V, Chapter 6, Subchapter 2, beginning with §55100 Board Policy: 6100
Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Dian White, Interim Vice President
Academic & Student Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7102

TELEPHONE NUMBER

Academic & Student Affairs

ORGANIZATION

February 7, 2014

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


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

February 7, 2014
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the fall 2013 and spring 2014 semesters in the months of December 2013 and January 2014, 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.

NEW COURSES

(CP13-233) ANTH 001L Physical Anthropology Laboratory

(CP13-234) ATEC 134 Automatic Transmissions/Transaxle

(CP14-1) WATR 126 Pumps and Motors

COURSE MODIFICATIONS

(CP13-257) ATEC 070 Automotive Fundamentals – Description, Objectives, Methods of Instruction, Assignments, Assessment, Content, Textbooks

(CP13-258) ATEC 130 Automotive Suspension and Steering – Title, Units, Contact Hours, Methods of Instruction, Prerequisite, description, Objectives, Assessments, Assignments, Content, Textbook

(CP13-259) ATEC 131 Automotive Electrical Systems – Units, Contact Hours, Prerequisite, Description, Objectives, Assessments, Assignments, Content, Textbooks

(CP13-260) ATEC 132 Automotive Brake Systems – Title, Units, Contact Hours, Prerequisite, Description, Objectives, Assessments, Assignments, Content, Textbooks

(CP13-261) ATEC 133 Automotive Engine Repair – Title, Units, Contact Hours, Prerequisite, Description, Objectives, Assessments, Assignments, Content, Textbooks

(CP14-2) SOCS 028 Introduction to African Studies – Objectives, Assessments, Assignments, Content, Textbooks

(CP13-245) THEA 001 Acting 1 – Number, Title, Prerequisite, Description, Objectives, Assessments, Content, Textbooks

(CP13-246) THEA 002 Acting – Number, Title, Prerequisite, Description, Objectives, Assessments, Content, Textbooks

(CP13-242) THEA 006 Introduction to Theatre – Title, Description, Objectives, Assessments, Assignments, Textbooks

(CP13-254) THEA 008 Stage Make-Up – Number, Units, Description, Objectives, Assessments, Assignments, Content, Textbooks

(CP13-243) THEA 010 Theatre History 1 – Number, Units, Description, Objectives, Assessments, Assignments, Content, Textbooks

(CP13-244) THEA 011 Theatre History 2 - Number, Units, Description, Objectives, Assessments, Assignments, Content, Textbooks

(CP13-247) THEA 024A Rehearsal and Performance in Production – Comedy – Number, Title, Description, Objectives, Assessments, Content

PROGRAM MODIFICATIONS

Art Three-Dimensional A.A. – course numbers

Music: Instrumental A.A. – Total units

Water & Wastewater A.S. – course units, total units

Water & Wastewater Certificate of Achievement – course units, total units

Administrative Assistant A.S. – course title and units, total units

Administrative Assistant Certificate of Achievement – course title and units, total units

Medical Office and Coding Specialist A.S. – course title and units, total units
Medical Office and Coding Specialist Certificate of Achievement – course title and units, total units
Hazardous Substance and Waste Handling Certificate of Achievement – total units
Interior Design A.S. (for 2012-13 catalog) – total units
Interior Design Certificate of Achievement (for 2012-13 catalog) – total units
Sports Medicine and Fitness Science A.S. – Total units
Ethnic Studies: Latino Studies – total units
Industrial Biotechnology A.S. – total units
Industrial Biotechnology Certificate of Achievement – total units
English A.A – course title
Kinesiology A.A.- T – remove course

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CLINICAL EXPERIENCE AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
CHILD START, INC., NAPA, CALIFORNIA

REQUESTED ACTION: APPROVAL

SUMMARY:

A new clinical experience agreement between Solano Community College District and Child Start, Inc., Napa, California, 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 agency providing service to families and children for the student's community projects.

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, Office of the Dean of the School of Health Sciences, and the office of Child Start, Napa, California.

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, Interim Dean
School of Health Sciences
PRESENTER'S NAME
4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS
707-864-7108
TELEPHONE NUMBER
Academic & Student Affairs
ORGANIZATION
February 7, 2014
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


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

February 7, 2014
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

CLINICAL EXPERIENCE AGREEMENT

This Agreement is between Child Start, Inc. (hereinafter known as *AGENCY*) located at 439 Devlin Road, Napa, CA 94588 and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Suisun, California 94534-3197** and is effective as of January 15, 2014.

RECITALS

- A. *AGENCY* owns and operates a program provides services to families and children including infant/toddler and pre-school in classrooms and homes and a home visiting program for pregnant women (hereinafter referred to as "Program").
- 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 *AGENCY*'s Program 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 Program 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 *AGENCY* 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 *AGENCY* 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 *AGENCY* 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 *AGENCY*.
- F. Supervision. *SCHOOL* shall supervise all instruction and clinical experiences for students given at the *AGENCY*.
- G. Health Policy. *SCHOOL* shall provide *AGENCY*, prior to a student's arrival at the *AGENCY*, with proof of immunity consistent with *AGENCY* employee health policy and notify the *AGENCY* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *AGENCY* would be placed at risk if treated by a particular student, *AGENCY* reserves the right to refuse to allow such student to participate in the clinical experience at *AGENCY*.
- 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 *AGENCY*.
 - 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 client information. No student shall have access to or have the right to receive any child and family record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any client 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 *AGENCY* and wearing name badges identifying themselves as students.

- 7) Attending an orientation of *AGENCY* facilities provided by their instructors. Precepted students shall receive an orientation from the *AGENCY*.
- 8) Providing services to the *AGENCY*'s patients under the direct supervision of a faculty provided by *SCHOOL* or *AGENCY*-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 *AGENCY* harmless from all liability and responsibilities therefore.

3. AGENCY'S RESPONSIBILITIES

- A. Clinical Experience. *AGENCY* 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. AGENCY Designee. *AGENCY* shall designate a member of *AGENCY*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program.
- C. Access to Facilities. *AGENCY* shall permit students enrolled in the Program access to *AGENCY* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *AGENCY*. Facilities include space for clinical conferences and access to *AGENCY*'s Library (if available).
- D. Withdrawal of Students. *AGENCY* may request *SCHOOL* to withdraw from the Program any student who *AGENCY* determines is not performing satisfactorily, or who refuses to follow *AGENCY*'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 *AGENCY* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *AGENCY* 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. *AGENCY* 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, *AGENCY* 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 as a substitute for trained professionals employed by the *AGENCY*.
- G. Supervision. In situations of single preceptorships/internships, *AGENCY* shall assume daily supervision of student.

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving practicum 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 AGENCY

It is expressly agreed and understood by *SCHOOL* and *AGENCY* that students under this Program are in attendance for educational purposes, and such students are not considered employees of *AGENCY* 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, *AGENCY* 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. *AGENCY* 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 *AGENCY*, 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 *AGENCY* against liability arising from or incident to the use and operation of the *AGENCY* by the *SCHOOL*'s students and naming *AGENCY* 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 *AGENCY* 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 *AGENCY* of the cancellation of such insurance. The *SCHOOL* shall promptly notify the *AGENCY* 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 *AGENCY*:

Debbie Peralez
Executive Director
Child Start Inc.
439 Devlin Rd.
Napa, CA 94588

Telephone: (707) 252-8931

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. AGENCY 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 AGENCY; (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 AGENCY. 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 AGENCY, 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.

AGENCY

Child Start, Inc.

SOLANO COMMUNITY COLLEGE

By: _____

By: JOWEL C. LAGUERRE, Ph.D.

Title:

Title: Superintendent/President

Date:

Date:

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION NO. 13/14-19 PROCLAIMING MARCH 2014 AS WOMEN'S HISTORY MONTH AT SOLANO COMMUNITY COLLEGE

REQUESTED ACTION: APPROVAL

SUMMARY

The theme for March 2014 National Women's History Month is: "Celebrating Women of Character, Courage, and Commitment."

Resolution No. 13/14-19 proclaiming March 2014 as Women's History Month at Solano Community College is presented for approval.

Government Code: N/A Board Policy: N/A Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7168

TELEPHONE NUMBER

Academic & Student Affairs

ORGANIZATION

February 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 7, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

RESOLUTION PROCLAIMING

MARCH 2014 AS WOMEN’S HISTORY MONTH

AT SOLANO COMMUNITY COLLEGE

RESOLUTION 13/14-19

WHEREAS, Women have been equal partners in the development and history of the United States;

WHEREAS, With the passage of Public Law 100-9, the month of March was officially established as National Women’s History Month;

WHEREAS, Women’s roles in history and their contributions to world civilization have been overlooked in the past;

WHEREAS, Solano Community College, as a public institution of higher learning, is dedicated to providing opportunities for all people so that they can reach their highest potential; and

WHEREAS, As an institution serving the community, Solano Community College is committed to offering public forums of interest to all segments; now therefore be it

RESOLVED, That the Solano Community College District Governing Board proclaims March 2014 as Women’s History Month.

PASSED AND ADOPTED, This 19th day of February 2014, by the Governing Board of Solano Community College District.

PAM KEITH, BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: KUIC RADIO ADVERTISEMENT

REQUESTED ACTION: INFORMATION

SUMMARY:

First Northern Bank is a Gold Falcon sponsor (\$5,000) of Celebrate SCC, and they provided the funding for the ad in addition to the cash sponsorship. The one minute KUIC radio ad will run for two weeks in February (1st and 3rd weeks starting Monday). The Ed Foundation has a 30 second segment.

A flyer about Celebrate SCC is attached.

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

Curt Johnson, Executive Director
SCC Educational Foundation

PRESENTER'S NAME

360 Campus Lane
Fairfield, CA 94534

ADDRESS

707 864-7168

TELEPHONE NUMBER

Administration

ORGANIZATION

February 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

February 7, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Celebrate SCC 2014 and the Career Education Fair



Please join us on Saturday, May 3, 2014 from 10 a.m. to 3 p.m. for the followings activities:

Career Education Fair - Open House

See our degree and certificate programs on display. Selected rooms, labs, and shops will be open and staffed with students and faculty showing off the best aspects of major programs at SCC. A listing of the activities is provided on back page.

Financial Aid Information and Tours

Learn about student grants, loans, scholarships, and the Free Application for Federal Student Aid (FAFSA) process. Prospective students may participate in self-guided or organized tours led by students and faculty.

Classic & Muscle Car Show

See the classic and muscle cars on display on the lawn next to the SCC Auto Body Shop Open House.

Day On The Green Concert

Listen to bands selected by Solano College students with an emphasis on music popular to the student body.

Alumni & Friends Mixer (11:30 - 2:30 p.m.)

Come join the celebration with SCC alumni and friends, the Athletic Booster Club, and Retirees Association. Current SCC faculty and staff are encouraged to attend.

Presidents VIP Reception & Tour (11 a.m. - 1 p.m.)

Sponsors, distinguished guests, and prospective donors will meet Dr. Jowel Laguerre, Superintendent-President and Governing Board members, and learn about the excellent career technical programs at SCC.

Celebrate SCC Luncheon (Wednesday, May 7th)

This event will recognize those receiving inaugural Distinguished Alumni Awards, Honorary Degrees, and faculty and staff awards. In addition, contributors will be recognized and thanked for supporting SCC.



Introduction

The Solano Community College (SCC) Educational Foundation will host the second annual Celebrate SCC 2014 and the Career Education Fair on Saturday, May 3, 2014 at the SCC Fairfield Campus. This event was established to raise awareness of SCC programs, particularly those in the Career Technical Education Department. The event provides an opportunity for the community to explore SCC, and experience programs that help students achieve their educational, professional, and personal goals, furthering the theme of "Transforming Students' Lives."

CONTACT INFORMATION

Curt Johnston, Executive Director
4000 Suisun Valley Road, Fairfield, CA
curt.johnston@solano.edu
(707) 864-7177
www.foundation.solano.edu

SOLANO COMMUNITY COLLEGE
EDUCATIONAL FOUNDATION



Career Education Fair and Open House Activities, May 3, 2014



Aeronautics

- Aeronautics - Pound a rivet

Art and Design

- Alumni Art Exhibition
- Ceramics Studio Open House
- Graphic Arts/Illustration Techniques
- “ecoStem” House Model
- Printmaking - Student wall mural print exhibit
- Printmaking - Design your own print
- Photo Darkroom - Studio activities
- Photo Hallway Exhibit, Vietnam Tour
- Plein Air - Outdoor drawing and painting

Biotechnology / Science

- Biotech - Strawberry DNA extraction & lab tour
- Close-up/hands-on science
- Horticulture - Sustainable landscaping
- Horticulture - Vertical gardening, meet Master Gardener
- Science Magic Show

Business

- Children’s Programs information
- Cosmetology - Polish changes, braids, hair bling, and glitter tattoos
- Journalism - Information table, reporters on site
- Office Technology - Free typing tests & certs
- Small Business Development Center - Discover the potential of starting a business

Computers and Technology

- Adobe Illustrator seminar
- Adobe Photoshop seminar
- Play vintage video games
- Robotics - High school team competition
- Robotics - Human simulation
- Robotics - Manipulate robotics Arm
- Web page and computer game design

Entertainment

- Sports Broadcasting - An exciting career option
- Theater - Stage make up & demos
- Theater - How to re-purpose old clothing

Entertainment Continued

- TV Production - Live broadcast TV studio
- TV Production/Cinema - Magic behind movies & TV

Industrial Services

- AutoCAD, SolidWorks, and 3D Printing
- Auto Body Shop Open House
- Car Show - Restored vehicles at their best
- Drafting - Civil, Architecture, Mechanical
- Mechatronics - Hottest career field today; find out why
- Surveying - Stop to ask how to use the tools
- Water/Wastewater Program information

Nursing and Medical Fields

- EMT/Medic Ambulance - AED, oxygen administration
- EMT/Medic Ambulance - Splinting and bleeding control
- Medical Office and Administrative Assistant Program
- Nursing - Blood pressure check
- Nursing - Patient simulation
- Nurse/Patient scenarios

Public Safety

- Cordelia Fire District - Fire extinguisher demos
- Criminal Justice - Investigate a crime scene
- Department of Corrections career information
- Fire Technology - What does it take to become a hero?
- Solano County Sheriff - Tour crime fighting equipment

Student Services

- Admissions - Apply to SCC
- Career Exploration - What career fits you best?
- Counseling - Orientation
- Counseling - Discussion with a counselor
- Counseling - Re-entry student workshop
- Counseling - Transfer success
- Financial Aid - Information and guidance
- Financial Aid - It’s not too late
- Financial Aid - Get help with FAFSA
- Foster Youth Roundtable
- Student Life Booths - Explore clubs and student activities
- Solano Employment Connection

CONTACT INFORMATION

Curt Johnston, Executive Director
4000 Suisun Valley Road, Fairfield, CA
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SOLANO COMMUNITY COLLEGE
EDUCATIONAL FOUNDATION

