SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: **Members of the Governing Board**

SUBJECT: **PROPERTY PURCHASE CONTRACT – 1683 to 1699 NORTH ASCOT PARKWAY, VALLEJO, CA 94591**

REQUESTED ACTION: **APPROVAL**

SUMMARY:

The Board is presented with a contract for the purchase of real property located at 1683 to 1699 North Ascot Parkway in Vallejo, California 94591. The terms of the contract and status of negotiation has been shared with the Governing Board in previous closed sessions. The contract was vetted by District Counsel.

The purchase price is $6,520,500. This is a reduction from the original signed letter of intent (LOI) of $7,200,500. The price falls within two sets of appraisals provided by the seller ($6,800,000) and the District ($6,230,000).

The property will be used in the short term for parking and athletic fields and in the long term for the growth of the Vallejo Center.

The property will be purchased with Measure Q funds and may be viewed on the Measure Q Web site at http://www.solano.edu/measureq/planning.php.

Government Code:	Board Policy:	Estimated Fiscal Impact: **Measure Q Funds $6,520,500**

SUPERINTENDENT'S RECOMMENDATION:
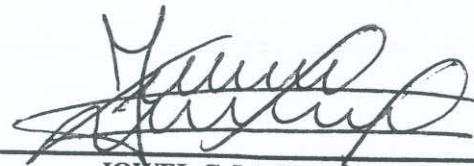
☒ APPROVAL   ☐ DISAPPROVAL
☐ NOT REQUIRED   ☐ TABLE

Leigh Sata
Executive Bonds Manager
PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534
ADDRESS

(707) 863-7855
TELEPHONE NUMBER

Administration
ORGANIZATION

August 22, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 22, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: AGREEMENT BETWEEN MIKROTIK SIA, LLC AND
                             WORKFORCE DEVELOPMENT AND CONTINUING
                             EDUCATION

REQUESTED ACTION: APPROVAL

SUMMARY:

This item is to initiate an Agreement between MikroTik SIA, LLC and Solano Community College Workforce Development and Continuing Education (WDCE).   The scope of the Agreement allows the College to become a MikroTik Academy for the purposes of offering MikroTik certification courses. There are no expenses associated with this.

A copy of the Agreement is available for review in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce Development and Continuing Education.

This agreement has been vetted through Legal Counsel.

Government Code: **CFR Title 13**	Board Policy Estimated: **3520**	Fiscal Impact: **$0**

SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL   ☐ DISAPPROVAL
                                    ☐ NOT REQUIRED   ☐ TABLE

Charles Rieger, Acting Dean
Workforce Development and Continuing Education
PRESENTER'S NAME

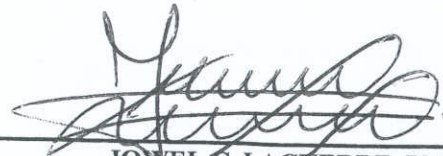2002 North Village Parkway,
Vacaville, CA 95688
ADDRESS

707 863-7886
TELEPHONE NUMBER

Academic Affairs
ORGANIZATION

August 22, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 22, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

This Agreement is made as of August 19, 2014 between MIKROTĪKLS SIA (hereinafter, MikroTik), and Solano Community College District (hereinafter, District).

Definitions:

District is an educational institution which has all necessary educational accreditations specified in the national education law, or, in other laws regulating education, participates in the implementation of educational programs, and grants academic degrees in a variety of subjects.

MikroTik is an LLC, incorporated in Latvia on 3/14/1996. The company develops, markets and installs wireless networks, radio links and routers. The company operates under a trade name MikroTik.

MikroTik Appointed Coordinator is a person who is certified as a MikroTik trainer and is listed in MikroTik official website http://www.mikrotik.com/training/ as the official coordinator for a particular country.

MikroTik Academy Trainer is an instructor at the District. A MikroTik Academy Trainer is approved by MikroTik and the MikroTik Appointed Coordinator, and has the following MikroTik certifications:
1. MTCNA (MikroTik Certified Network Associate)
2. At least one of the following MikroTik Engineering level certifications:
   - MTCRE (MikroTik Certified Routing Engineer)
   - MTCWE (MikroTik Certified Wireless Engineer)
   - MTCTCE (MikroTik Certified Traffic Control Engineer)
   - MTCUME (MikroTik Certified User Management Engineer)
   - MTCINE (MikroTik Certified Inter-Networking Engineer)
3. A MikroTik Academy Trainer certificate.

MikroTik Educational Class is a general data networking, or, specific MikroTik educational program covering MikroTik Certification Outline, meant for different educational institutions which have entered into an agreement with MikroTik. MikroTik Educational Classes are meant only for District Students interested in learning routing and managing of wired and wireless networks using MikroTik RouterOS.

District Student is a student who has registered for any of academic programs of District at the time he/she is signing up for the MikroTik Educational Class.

WHEREAS the District wishes to become a MikroTik Academy and offer the MikroTik Educational Class MTCNA to District students, the parties agree as follows:

1. District provides professional guidance-provision of information regarding the opportunity to acquire MikroTik Educational Class in compliance with the interests and abilities of the students.

2. District together with MikroTik Academy Trainer creates MikroTik Educational Class using their best knowledge and MikroTik support.

3. The District will schedule the MTCNA course to be taught.
   a. The number of courses held, their duration and dates shall be at the discretion of the District.
   b. The District may set its own price for the MTCNA course.
   c. The course shall be taught by the trained MikroTik Academy Instructor(s).

4. For each MTCNA course taught by the District, the District shall:
   a. Market the course;
   b. Provide guidance and information to students interested in enrolling in a course;

    c.   Ensure that only registered District students attend the course;

    d.   Provide students with an appropriately equipped classroom space which shall include:

        4.d.i.   Internet access;

        4.d.ii.   A certified MikroTik Academy Trainer at District's own expense;

        4.d.iii.   MikroTik equipment for MikroTik Educational Class;

    e.   Conduct a MTCNA certification test for students who have completed the course.

        4.e.i.   The certification test will be provided by MikroTik through their http://www.mikrotik.com web site. It is activated for District students through MikroTik Academy Trainer's profile.

5.   District together with MikroTik Appointed Coordinator ensures that MikroTik Educational Classes have educational purpose and are attended only by District Students.

6.   MikroTik provides District, MikroTik Appointed Coordinator and MikroTik Academy Trainer with necessary support and information considering the organization of MikroTik Educational Classes.

7.   When MikroTik Educational Class comes to end, District holds MikroTik Certified Network Associate (MTCNA) certification test for District Students who have attended the MikroTik Educational Class.

8.   District ensures that MikroTik Academy Trainer(s) may alter, edit, or revise any copy of MikroTik's Training Materials without the prior written approval of MikroTik.

9.   Each revision must be attributed to MikroTik and must display the following notice in clearly readable print on the first page of each copy: "© MikroTik, www.mikrotik.com. All rights reserved. Reprinted with permission." Each slide/page in the training material shall display the MikroTik notice "© MikroTik".

10.   Any matters not covered in this Agreement, or any changes to this Agreement, shall be mutually negotiated by all parties and be set forth in supplementary written agreements, which have the same legal effect as this Agreement.

11.   Communications and details concerning this Agreement shall be delivered to the following representatives:

MikroTik
MIKROTĪKLS SIA
Aizkraukles iela 23, Riga
VAT: LV40003286799
A/S Swedbank
HABALV22
LV66HABA0001408049678
Board member:

District
SOLANO COMMUNITY COLLEGE
2002 North Village Parkway
Vacaville, CA 95688
USA

Acting Dean - Workforce Development

_____
A. Riekstiņš

_____
Charles Rieger

12.   District shall indemnify, defend and hold MikroTik and its officers, agents and employees harmless from and against all losses, costs and expenses, incurred by District or MikroTik Academy Trainer as a result of or in connection with claims for copyright, patent infringements, bodily injury, property damage asserted against MikroTik and its officers, agents and employees by third parties, provided and to the extent such claims are caused by the negligent acts or omissions committed by District or MikroTik Academy Trainer in the course of its performance of its obligations under this Agreement.

13.   MikroTik shall indemnify, defend and hold the District and its officers, agents and employees harmless from and against all losses, costs and expenses, incurred by MikroTik as a result of or in connection with claims for copyright, patent infringements, bodily injury, property damage asserted against the District and its officers, agents and employees by third parties, provided and to the extent such claims are caused by the negligent acts or omissions committed by MikroTik in the course of its performance of its obligations under this Agreement.

14.   The waiver by either party of a breach of any provision of this Agreement by the other party shall not be construed as a waiver of any subsequent breach by the other party. No delay or omission on the part of a party in exercising any right or remedy shall operate as a waiver thereon, and no single or partial exercise by a party of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy.

15.   One Party may assign its rights under the Agreement to a third party with the written consent of the other party.

16.   MikroTik assures that none of the MikroTik's employees shall assert rights to employment at the District.

17.   District may terminate this Agreement at any time by serving not less than thirty (30) days prior written notice to MikroTik. MikroTik may terminate this Agreement at any time by serving not less than three (3) months prior written notice to District.

18.   Any dispute regarding any of the provisions in this Agreement should be solved by mutual consent. In case of persistent disagreements arising out of or in connection with, the Agreement shall be construed and interpreted under the laws of the State of California. All such disputes shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said rules. The Emergency Arbitration provisions shall not apply. The arbitration shall take place in Solano County, California or an adjacent county. The language of the arbitration shall be English. The cost of arbitrator shall be borne equally by the parties.

19.   Signed and Dated:

MikroTik MIKROTIKLS SIA Aizkraukles iela 23, Riga VAT: LV40003286799 A/S Swedbank HABALV22 LV66HABA0001408049678 Arnis Riekstiņš	SOLANO COMMUNITY COLLEGE 360 Campus Lane, Suite 201 Fairfield CA 94534 USA President – Solano Community College Jowel Laguerre	SOLANO COMMUNITY COLLEGE 2002 North Village Parkway Vacaville, CA 95688 USA Acting Dean - Workforce Development Charles Rieger
_____	_____	_____
	District	District

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: **Members of the Governing Board**

SUBJECT: **PROPOSED 2014-2015 DISTRICT BUDGETS**

REQUESTED ACTION: **INFORMATION**

SUMMARY:

Yulian I. Ligioso, Vice President, Finance and Administration, will present for information the District's 2014-2015 budgets.

The public hearing and adoption of these official 2014-2015 budgets is scheduled for the Board Meeting of Wednesday, September 17, 2014, as follows:

<div align="center">

Solano Community College

1st Floor - Board Room

360 Campus Lane

Fairfield, California 94534

</div>

The proposed 2014-2015 District Budgets may be viewed on the Finance and Administration Web site at http://www.solano.edu/finance_admin/district_budget.php.

Government Code: CCR, Title 5 Section 58301   *Board Policy: 3000, 3005*   *Estimated Fiscal Impact: NA*

SUPERINTENDENT'S RECOMMENDATION: ☐ APPROVAL   ☐ DISAPPROVAL

                                                      ☒ NOT REQUIRED   ☐ TABLE

Yulian Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

360 Campus Lane, Suite 201
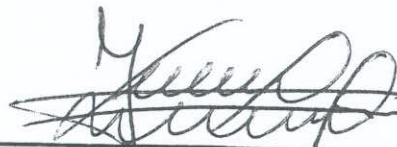Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

August 22, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 22, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**