

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

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

**EMPLOYMENT 2016-2017**

**Part-Time Adjunct Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Banglun Zheng	Adjunct Instructor-Math (not to exceed 67%)	01/17/17

**Change in Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Eileen Amick	Transfer from Small Business Development Center to Educational Foundation	10/10/16-6/30/17
Judie Burtenshaw	Transfer from Educational Foundation to Community Services	10/10/16-6/30/17
Nedra Park	Change from .50 FTE Administrative Assistant to 1.0 FTE - TRIO	10/20/16-12/31/16

**Short-term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Lisa Brasley	Office Assistant	SSSP	10/20/16 – 06/30/17	\$11.60 hr.
Kendra Dunn	Administrative Assistant II	Contract Education	10/20/16-11/20/16	\$16.56 hr.
Wanda Minor	Office Assistant	Equity	10/20/16 – 06/30/17	\$11.60 hr.

\_\_\_\_\_  
**Mary Jones**  
Human Resources

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

\_\_\_\_\_  
October 7, 2016

\_\_\_\_\_  
October 7, 2016

**Date Submitted**

**Date Approved**

**39 Month Reemployment List**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Patrick Killingsworth	Director, Fiscal Services	10/15/16-10/15/19

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

**TO:** Members of the Governing Board

**SUBJECT:** WARRANTS

**REQUESTED ACTION:**

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

**SUMMARY:**

09/06/16	Vendor Payments	2511072668-2511072670	\$1,011,857.83
09/06/16	Vendor Payments	2511072671-2511072672	\$17,126.78
09/06/16	Vendor Payments	2511072673-2511072681	\$864,129.66
09/06/16	Vendor Payments	2511072682-2511072765	\$487,750.60
09/09/16	Vendor Payments	2511072766-2511073025	\$48,809.40
09/12/16	Vendor Payments	2511073026-2511073027	\$15,912.40
09/12/16	Vendor Payments	2511073028-2511073037	\$2,128,377.74

*CONTINUED ON NEXT PAGE:*

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code: 70902 &amp; 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$8,421,258.48</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Yulian Ligioso  
Vice President, Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7209

**TELEPHONE NUMBER**

Yulian Ligioso  
Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

October 7, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 7, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: WARRANTS**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

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**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE:*

09/12/16	Vendor Payments	2511073038-2511073101	\$305,873.88
09/19/16	Vendor Payments	2511073102	\$9,531.00
09/19/16	Vendor Payments	2511073103-2511073104	\$64,925.90
09/19/16	Vendor Payments	2511073105-2511073113	\$270,429.51
09/19/16	Vendor Payments	2511073114-2511073197	\$286,973.10
09/23/16	Vendor Payments	2511073198-2511073261	\$1,825,155.48
09/23/16	Vendor Payments	2511073262-2511073265	\$42,218.54
09/26/16	Vendor Payments	2511073266-2511073337	\$572,728.28
09/29/16	Vendor Payments	2511073338-2511073367	\$5,331.50
10/03/16	Vendor Payments	2511073368	\$425.88
10/03/16	Vendor Payments	2511073369-2511073370	\$9,132.42
10/03/16	Vendor Payments	2511073371-2511073385	\$272,931.02
10/03/16	Vendor Payments	2511073386-2511073446	<u>\$181,637.56</u>
<b>TOTAL:</b>			<b>\$8,421,258.48</b>

**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**

**Academic Affairs**  
**Virginia Guleff, Interim Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
David Wasserman	Guest lecturer for Photography class for Fall 2016 and Spring 2017.	November 17, 2016 – May 27, 2017	Not to exceed \$200.00

**Student Services**  
**Gregory Brown, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Diane Cheney	Provide training on Autism in the classroom for Flex Cal and DSPS Department.	January 4, 2016 – March 31, 2016	Not to exceed \$300.00
Gregory Peterson	Co-Presenter for Foster & Kinship Care Education (FKCE) workshops and seminars.	October 20, 2016 – June 30, 2017	Not to exceed \$2,500.00
Noel Vargas	Co-Presenter for FKCE workshops and seminars.	October 20, 2016 – June 30, 2017	Not to exceed \$1,500.00

**Yulian I. Ligioso**  
 Vice President, Finance & Administration

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

October 7, 2016  
**Date Submitted**

October 7, 2016  
**Date Approved**

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

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

**SUBJECT:** **NOTICE OF COMPLETION FOR CONSTRUCTION  
SERVICES FOR BUILDING 100 ACADEMIC SUCCESS  
AND TUTORING EXPANSION PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for the Building 100 Academic Success and Tutoring Expansion Project Notice of Completion. On April 20, 2016, TPA Construction was awarded a contract for interior improvements to the Building 100 Academic Success and Tutoring Center. The scope of work included selective demolition, electrical and data upgrades and construction of interior walls and windows for tutoring center office and group study area. TPA contract: \$98,444. Total project cost (hard & soft costs & FFE): \$212,588

The work on this project is complete, and at this time the District gives notice and certifies that:

- The project has been inspected and complies with the plans and specifications;
- The contractor has completed the work;
- The contract for the project is accepted and complete; and
- Upon Board approval a Notice of Completion will be filed with Solano County for the project.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>\$0</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Lucky Lofton  
Executive Bonds Manager

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

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Yulian Ligioso  
Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

October 7, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

Dr. Celia Esposito-Noy  
Superintendent-President

October 7, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

RECORDING REQUESTED BY:

When recorded mail to:

Yulian Ligioso, VP, Finance and Administration
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)
Must be recorded within 10 days after completion

In execution of this Notice, notice is hereby given that:

- 1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

- 6. Work of modernization on the property hereinafter described was completed on: 10/19/16
7. The Project Name is: Building 100 Academic Success and Tutoring Expansion Project
8. DSA Number (if applicable): Scope did not require DSA approval
9. The contractor for such work of modernization is: TPA Construction
10. The name of the contractor's Surety Co. is: American Contractors Indemnity Company
11. The date of contract between the contractor and the above owner is: 4/20/16
12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, CA 94534
13. APN #: 0027-242-110
14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Selective demolition, electrical and data upgrades and construction of interior walls and windows.

Date
D.

Signature of Owner – Celia Esposito-Noy, Ed.

Solano Community College District

Verification

I, undersigned, say:

I am VP, Finance and Administration

(“President,” “Owner,” “Manager,” etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on \_\_\_\_\_, at \_\_\_\_\_, California.

(City or Town where signed)

Revised on 20140501

(Personal signature of the individual swearing that the contents of the notice are true)

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

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

**SUBJECT:** **NOTICE OF COMPLETION FOR CONSTRUCTION  
SERVICES FOR SITE LIGHTING IMPROVEMENTS  
PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for the Site Lighting Improvements Project Notice of Completion. On April 20, 2016, Arthulia Inc. was awarded a contract for inner campus lighting improvements on the Fairfield Campus. The scope of work included demolition, replacement and installation of site lighting upgrades to improve safety and security. Arthulia contract: \$145,440. Total project cost (hard & soft costs): \$211,427

The work on this project is complete, and at this time the District gives notice and certifies that:

- The project has been inspected and complies with the plans and specifications;
- The contractor has completed the work;
- The contract for the project is accepted and complete; and
- Upon Board approval a Notice of Completion will be filed with Solano County for the project.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>\$0</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> <b>APPROVAL</b>	<input type="checkbox"/> <b>DISAPPROVAL</b>
		<input type="checkbox"/> <b>NOT REQUIRED</b>	<input type="checkbox"/> <b>TABLE</b>
Lucky Lofton Executive Bonds Manager		<b>Dr. Celia Esposito-Noy</b> Superintendent-President	
<b>PRESENTER'S NAME</b>			
4000 Suisun Valley Road Fairfield, CA 94534			
<b>ADDRESS</b>			
(707) 863-7855			
<b>TELEPHONE NUMBER</b>			
Yulian Ligioso Vice President, Finance & Administration		October 7, 2016	
<b>VICE PRESIDENT APPROVAL</b>		<b>DATE APPROVED BY</b>	
October 7, 2016		<b>SUPERINTENDENT-PRESIDENT</b>	
<b>DATE SUBMITTED TO</b>			
<b>SUPERINTENDENT-PRESIDENT</b>			



RECORDING REQUESTED BY:

When recorded mail to:

Yulian Ligioso, VP, Finance and Administration  
Solano Community College District  
4000 Suisun Valley Road  
Fairfield, CA 94534

### Notice of Completion

*State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)  
Must be recorded within 10 days after completion*

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

- 
6. Work of modernization on the property hereinafter described was completed on: 10/19/16
  7. The Project Name is: Site Lighting Improvements Project
  8. DSA Number (if applicable): Scope did not require DSA approval
  9. The contractor for such work of modernization is: Arthulia, Inc.
  10. The name of the contractor's Surety Co. is: American Contractors Indemnity Company
  11. The date of contract between the contractor and the above owner is: 4/20/16
  12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, CA 94534
  13. APN #: 0027-242-110
  14. The property on which said work of modernization was completed is in the City of Vallejo, County of Solano, State of California, and is described as follows: Demolition, replacement and installation of site lighting improvements.

\_\_\_\_\_  
Date  
D.

\_\_\_\_\_  
Signature of Owner – Celia Esposito-Noy, Ed.

Solano Community College District

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### Verification

I, undersigned, say:

I am VP, Finance and Administration

(“President,” “Owner,” “Manager,” etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on \_\_\_\_\_, at \_\_\_\_\_, California.

(City or Town where signed)

Revised on 20140501

\_\_\_\_\_  
(Personal signature of the individual swearing  
that the contents of the notice are true)

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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTION PROCLAIMING OCTOBER 2016 AS  
FILIPINO AMERICAN HISTORY MONTH AT SOLANO  
COMMUNITY COLLEGE, RESOLUTION NO. 16/17-08**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

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**SUMMARY:**

Resolution No. 16/17-08 proclaiming October 2016 as Filipino American History Month at Solano Community College is presented for approval.

**STUDENT SUCCESS IMPACT:**

- Help students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: To support the Solano Community College mission statement.

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

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Celia Esposito-Noy, Ed.D.  
**PRESENTER'S NAME**

---

4000 Suisun Valley Road  
Fairfield, CA 94534  
**ADDRESS**

---

707 864-7299  
**TELEPHONE NUMBER**

---

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

---

**VICE PRESIDENT APPROVAL**

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October 11, 2016  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO APPROVE OCTOBER AS  
FILIPINO AMERICAN HISTORY MONTH**

**RESOLUTION NO. 16/17-08**

WHEREAS, the Filipino American National Historical Society had declared the Year 1988 to be the 225th Anniversary of the Permanent Settlement of Filipinos in the Continental United States and had set into motion its year-long, national observance in order to focus on the story of our nation's past from a new perspective by concentrating on the critically economic, cultural, social and other notable contributions Filipino Americans had made in countless ways toward the development of United States History; and

WHEREAS, efforts must continue to promote the study of Filipino American history and culture, so mandated in the mission statement of the Filipino American National Historical Society, because the role of Filipino Americans and those of other People of Color have been overlooked in the writings, teachings and learnings of United States History; and

WHEREAS, it is imperative for Filipino American youths to have positive role models and to instill in them the importance of education, complemented with the richness of their ethnicity and the values of their legacy; and

WHEREAS, the earliest documented proof of Filipino presence in the Continental United States falls on October 1587, more recently published by Lorraine Jacobs Crouchett in her book, *Filipinos in California* (1982), annotating John Walton Caughey in his book, *California* (1953), and that definitive dates of written landings on the shores of California have been recorded with the earliest on October 18, 1587, according to Crouchett, annotating H.R. Wagner's *Unamuno's Voyage to California in 1587* in the Quarterly of the California Historical Society (July 1923), among others;

NOW, THEREFORE, BE IT RESOLVED that the Trustees of the Solano Community College District establish Filipino American History Month and that it be observed annually and nationally throughout the United States and its Territories during the Month of October, commencing in the Year 1992 to mark the 405th Anniversary of the Presence of Filipinos in the Continental United States as a significant time to study the advancement of Filipino Americans in the history of the United States, as a favorable time of celebration, remembrance, reflection and motivation, and as a relevant time to renew more efforts towards research, examination and promulgation of Filipino American history and culture in order to provide an opportunity for all Americans to learn and appreciate more about Filipino Americans and their historic contributions to our nation, these United States of America.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of October, 2016.

\_\_\_\_\_  
MICHAEL A. MARTIN, PRESIDENT

\_\_\_\_\_  
CELIA ESPOSITO-NOY, Ed.D., SECRETARY

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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTION TO APPROVE CHANGE ORDER #01 TO  
PRIME MECHCANICAL FOR POOL ROOM HEAT  
EXCHANGERS REPLACEMENT PROJECT,  
RESOLUTION NO. 16/17-07**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Board approval is requested for Change Order No. 01 to Prime Mechanical for the Pool Room Heat Exchangers Replacement Project in the amount of \$16,267.52. Because this Change Order exceeds 10% of the value of the construction contract, it is required that the Board of Trustees pass a Resolution to approve the Change Order.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Update infrastructure that supports classrooms or related College facilities

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$3,113.70 Measure G Funds \$13,153.82 Scheduled Maintenance Funds</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

Lucky Lofton  
Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Yulian Ligioso  
Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

October 7, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 7, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTION TO APPROVE CHANGE ORDER #01 TO  
PRIME MECHANICAL FOR POOL ROOM HEAT  
EXCHANGERS REPLACEMENT PROJECT,  
RESOLUTION NO. 16/17-07**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

During the course of construction unforeseen conditions were encountered which required additional work. The work was not part of the original contract with Prime Mechanical, necessitating and change order for the following items:

- Replacement of three (3) existing isolation valves that were discovered to be faulty during the course of construction, which will be funded using Measure G funds.
- Demolition of existing schedule 40 pipe and replacement with schedule 80 pipe, per the request of District Facilities, which will be funded using Scheduled Maintenance funds.
- Additional 12 lineal feet of demolition and replacement of existing schedule 40 pipe with schedule 80, per the request of District Facilities, which will be funded using Scheduled Maintenance funds.
- Back-charge to contractor for pool cleaning service as a result of delay in project completion.

This Resolution affirms that, based on project scope and schedule, it is more costly and time-consuming to bid this additional work to other contractors and it would not produce any advantage to the District.

Revised contract figures are as follows:

Contract Award Amount	\$	47,500.00
Prior Change Orders	\$	0.00
Change Order No. 01	\$	16,267.52
Total Change Orders	\$	16,267.52
Revised Contract Amount	\$	63,767.52

The Board is asked to approve Resolution No. 16/17-07 Change Order No. 1 to Prime Mechanical in the amount of \$16,267.52 (\$3,113.70 to be paid via Measure G and \$13,153.82 to be paid via Scheduled Maintenance Funds).

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO APPROVE CHANGE ORDER #01  
TO PRIME MECHANICAL**

**RESOLUTION NO. 16/17-07**

**WHEREAS**, Solano Community College District (the “District”) previously competitively bid and awarded contract for work for the Pool Room Heat Exchangers Replacement (the “Project”) to Prime Mechanical;

**WHEREAS**, subsequent to the award of the Project, it was determined that additional work was necessary as part of the Project (the “Change Order”);

**WHEREAS**, the Change Order provides for the work set forth in Exhibit “A;”

**WHEREAS**, the total cost for the Change Order is \$16,267.52 and exceeds the limitations set forth in Public Contracts Code Section 20659;

**WHEREAS**, it will be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

**WHEREAS**, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project and result in coordination issues if another contractor is performing similar work at the Project site at the same time as Contractor;

**WHEREAS**, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to performed work more efficiently and effectively performed by one contractor;

**WHEREAS**, a change in contractors in the middle of the Project may cause an inability to enforce the warranty provisions of the Contract; and

**WHEREAS**, Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding to not apply when competitive bidding would work an incongruity or not produce any advantage; and

**WHEREAS**, while pursuant to Public Contract Code section 20659, a community college district is required to competitively bid any change or alteration to a contract that has a value over 10% of the original contract price, California law provides that, “[w]here competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage . . . the statute requiring competitive bidding does not apply.” Hiller v. City of Los Angeles, (1961) 197 Cal.App.2d 685, 694; now therefore be it

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**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO APPROVE CHANGE ORDER #01  
TO PRIME MECHANICAL**

**RESOLUTION NO. 16/17-07  
(Continuing Page 2)**

**RESOLVED** that the Governing Board of the Solano Community College District makes the following findings:

- 1. That the above recitals are true and correct.
- 2. That it would work an incongruity and not produce any advantage to the District to bid the completion of the work set forth in the Change Order under the competitive process.
- 3. That the District approves the immediate completion of the work stated in the Change Order without competitively bidding such work and approves the District's payment in the amount set forth in the Recitals to the Contractor upon the terms and conditions set forth in the Change Order.

**PASSED AND ADOPTED** by the Governing Board of the Solano Community College District, on August 17, 2016.

\_\_\_\_\_  
MICHAEL A. MARTIN

BOARD PRESIDENT

\_\_\_\_\_  
CELIA ESPOSITO-NOY, Ed.D.

SECRETARY

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**TO: Members of the Governing Board**

**SUBJECT: MEASURE Q BOND SPENDING PLAN UPDATE #3**

**REQUESTED ACTION:**

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

**SUMMARY:**

The Board is requested to approve the latest revision to the Measure Q Bond Spending Plan (BSP). The BSP will require periodic adjustments to accommodate the changing needs of the District over time. The original document was approved on August 20<sup>th</sup>, 2014. Update #1 was approved March 4, 2015; Update #2 was approved March 16, 2016.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A. Projects are part of the total Measure Q expenditure of \$348,000,000, plus net interest revenues.</i>
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**SUPERINTENDENT’S RECOMMENDATION:**

- APPROVAL         DISAPPROVAL
- NOT REQUIRED     TABLE

Lucky Lofton  
Executive Bonds Manager

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Yulian Ligioso  
Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

October 7, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 7, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



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

**TO: Members of the Governing Board**

**SUBJECT: MEASURE Q BOND SPENDING PLAN UPDATE #3**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Update #3 of the BSP includes adjustments for the following:

**Net Interest Revenues:** The bonds sales occurred in June of 2013. Since that time, funds not yet spent have earned interest. For the period of 12/1/15 to 6/30/16, the additional net interest earnings were \$322,863, bringing the total net interest earned to \$1,465,077. These funds are in addition to the \$348,000,000 total bond program funding.

Adjustment	Amount	From	To
1	\$322,863	(Reporting 12/1/15 – 6/30/16)	Net Interest Earned

**Performing Arts Building Project – Phase 1, at the Fairfield Campus:** At this Board meeting, changes to the Performing Arts Building Renovation Project were recommended for approval. If approved, these changes will require the Performing Arts Building Renovation Project budget to be increased by \$147,818. It is recommended that \$147,818 be transferred to this project from Program Reserve. We are nearing the Tranche 1 (first bond issue) required spend down date, this portion of the Program Reserve will need to be spent, and the Performing Arts Building Renovation Project schedule is appropriate to accomplish this.

Adjustment	Amount	From	To
2	\$147,818	Program Reserve	Performing Arts Building - Phase 1

The Board is requested to approve the proposed revisions as described above and indicated in the Bond Spending Plan Update #3 attached.

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BOND SPENDING PLAN:					
		UPDATE 1	UPDATE 2		UPDATE 3
PROJECT NAME	08/20/14 BOT APPROVED BSP	03/04/15 BOT APPROVED REVISION	03/16/16 BOT APPROVED	10/19/16 PROPOSED CHANGE	10/19/16 PROPOSED BSP
<b>FF CAMPUS</b>	\$ 87,800,000	\$ 87,800,000	\$ 92,300,000		\$ 92,447,818
Performing Arts Building (Phase 1 B1200 Renovation)	\$ 6,200,000	\$ 6,200,000	\$ 6,200,000	\$ 147,818	\$ 6,347,818
Science Building (Phase I)	\$ 33,100,000	\$ 33,100,000	\$ 37,600,000		\$ 37,600,000
Agriculture (Horticulture)	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000		\$ 2,000,000
Library/Learning Resource Center	\$ 21,800,000	\$ 21,800,000	\$ 21,800,000		\$ 21,800,000
Science & Math Building (Phase 2)	\$ 8,000,000	\$ 8,000,000	\$ 8,000,000		\$ 8,000,000
Performing Arts Building (Phase 2)	\$ 13,700,000	\$ 13,700,000	\$ 13,700,000		\$ 13,700,000
Career Technology Building (CTE)	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000		\$ 3,000,000
<b>VV CAMPUS</b>	\$ 80,200,000	\$ 80,200,000	\$ 80,200,000		\$ 80,200,000
VV Classroom Building Purchase & Renovation	\$ 8,200,000	\$ 8,200,000	\$ 8,200,000		\$ 8,200,000
Biotechnology & Science Building	\$ 28,000,000	\$ 34,500,000	\$ 34,500,000		\$ 34,500,000
Aeronautics & Workforce Development Building	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000		\$ 15,000,000
Student Success Center/LRC	\$ 22,000,000	\$ 15,500,000	\$ 15,500,000		\$ 15,500,000
Fire Training	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000		\$ 7,000,000
Agriculture Building	\$ -	\$ -	\$ -		\$ -
<b>VJ CAMPUS</b>	\$ 80,200,000	\$ 83,300,000	\$ 82,266,214		\$ 82,266,214
Vallejo Prop Purchase Belvedere	\$ 4,800,000	\$ 4,800,000	\$ 4,794,343		\$ 4,794,343
Autotechnology Building	\$ 19,600,000	\$ 24,800,000	\$ 24,800,000		\$ 24,800,000
Site Improvements	\$ 5,100,000	\$ 5,000,000	\$ 4,000,000		\$ 4,000,000
Vallejo Prop Purchase Northgate	\$ 6,800,000	\$ 6,900,000	\$ 6,871,871		\$ 6,871,871
Student Success Center/LRC	\$ 22,000,000	\$ 22,000,000	\$ 22,000,000		\$ 22,000,000
Career Technology Building	\$ 21,900,000	\$ 19,800,000	\$ 19,800,000		\$ 19,800,000
<b>INFRASTRUCTURE IMPROVEMENTS</b>	\$ 37,800,000	\$ 37,800,000	\$ 37,800,000		\$ 37,800,000
IT Infrastructure Improvements	\$ 14,000,000	\$ 14,000,000	\$ 14,000,000		\$ 14,000,000
Utility Infrastructure Upgrade (Energy)	\$ 23,800,000	\$ 23,800,000	\$ 23,800,000		\$ 23,800,000
<b>ADA &amp; CLASSROOM IMPROVEMENTS</b>	\$ 19,200,000	\$ 19,200,000	\$ 19,200,000		\$ 19,200,000
Small Capital Projects	\$ 8,300,000	\$ 8,300,000	\$ 8,300,000		\$ 8,300,000
ADA Improvements	\$ 10,900,000	\$ 10,900,000	\$ 10,900,000		\$ 10,900,000
<b>PLANNING, ASSESSMENTS &amp; PROGRAM MGMT</b>	\$ 25,400,000	\$ 25,400,000	\$ 25,400,000		\$ 25,400,000
Program Management, District Support and Planning	\$ 25,400,000	\$ 25,400,000	\$ 25,400,000		\$ 25,400,000
<b>RESERVE &amp; INTEREST*</b>	\$ 17,400,000	\$ 14,300,000	\$ 11,933,786		\$ 11,785,968
Program Reserve (5%)	\$ 17,400,000	\$ 14,300,000	\$ 11,933,786	\$ (147,818)	\$ 11,785,968
<b>TOTAL BOND SPENDING PLAN</b>	<b>\$ 348,000,000</b>	<b>\$ 348,000,000</b>	<b>\$ 349,100,000</b>		<b>\$ 349,100,000</b>
*Net Interest Earned & Unallocated (6/30/16)		\$ 1,142,214	\$ 42,214	\$ 322,863	\$ 365,077

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

**TO:** Members of the Governing Board

**SUBJECT:** LEASE AGREEMENT EXTENSIONS TO WILLIAM SCOTSMAN INC. FOR MODULAR BUILDINGS

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

On April 15, 2015, the Board approved an agreement with William Scotsman Inc. for installation and lease of modular classroom buildings for Performing Arts Building Swing Space and Middle College High School (swing space). Currently Performing Arts classes are scheduled in all four modular buildings. Leases for the modular buildings expire in November 2016, however, the Performing Arts Building Renovation Project will not be completed until spring of 2017, and these functions will not be moved back into the renovated building until June 2017. Thus these modular Buildings will be needed for Performing Arts classes through the spring semester 2017. It is proposed that the lease for two small modular buildings be extended through June 2017.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$26,598 Measure Q Funds</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       APPROVAL       DISAPPROVAL  
    NOT REQUIRED       TABLE

Lucky Lofton  
Executive Bonds Manager  
\_\_\_\_\_  
**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534  
\_\_\_\_\_  
**ADDRESS**

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

Yulian Ligosio  
Vice President, Finance & Administration  
\_\_\_\_\_  
**VICE PRESIDENT APPROVAL**

October 7, 2016  
\_\_\_\_\_  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 7, 2016  
\_\_\_\_\_  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: LEASE AGREEMENT EXTENSIONS TO WILLIAM  
SCOTSMAN INC., FOR MODULAR BUILDINGS**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Additionally, the lease for office space for the Bond Program Management operation at 360 Campus Lane will expire June 30, 2017. It is proposed that the lease on one large and one small modular building be extended through May 2018 to house the Performing Arts classes through June 2017 followed by Program Management operations through May 2018.

The Board is asked to approve contract extensions to the leases with Williams Scotsman Inc., in the amount of \$26,598.

The contract extensions are available online at <http://www.solano.edu/measureq/planning.php>



**AMENDMENT TO LEASE AGREEMENT  
(LEASE TERM RENEWAL)**

LESSEE:  
SOLANO COMMUNITY COLLEGE DISTRICT  
4000 Suisun Valley Road  
Fairfield, Ca 94534

EQUIPMENT LOCATION:  
4000 Suisun Valley Road  
Fairfield, Ca 94534

Contract Number: 922412/ 498554  
Equipment Serial/Complex Number: CPX-66966 (AME-00154001 & 002)  
Value: \$29,402.00

By this Amendment, **Williams Scotsman, Inc.** and the Lessee (listed above) agree to modify the original lease agreement, dated 5/29/15 as set forth below.

1. The rental term for the equipment identified above, shall be renewed from 11/29/16 through 6/28/17 7 months (the "Lease Renewal Term").
2. The rental rate per month during the Lease Renewal Term shall be \$353.00 plus applicable taxes, which Lessee agrees to pay Lessor net 20 day payment terms on the 29<sup>th</sup> day of each month during the Lease Renewal Term.
3. Knockdown and return freight shall be at Lessor's prevailing rate at the time the Equipment is returned unless otherwise specified herein.
4. All other Terms and Conditions of the original Lease Agreement shall remain the same and in full force and effect.

ACCEPTED:

LESSOR: WILLIAMS SCOTSMAN, INC. LESSEE: SOLANO COMMUNITY COLLEGE DISTRICT

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



AMENDMENT TO LEASE AGREEMENT
(LEASE TERM RENEWAL)

LESSEE:
SOLANO COMMUNITY COLLEGE DISTRICT
4000 Suisun Valley Road
Fairfield, Ca 94534

EQUIPMENT LOCATION:
4000 Suisun Valley Road
Fairfield, Ca 94534

Contract Number: 931648/552561
Equipment Serial/Complex Number: CPX-09948 (AME-56054001 & 002)
Value: \$29,402.00

By this Amendment, Williams Scotsman, Inc. and the Lessee (listed above) agree to modify the original lease agreement, dated 6/30/15 as set forth below.

- 1. The rental term for the equipment identified above, shall be renewed from 12/30/16 through 6/30/17 6 months (the "Lease Renewal Term").
2. The rental rate per month during the Lease Renewal Term shall be \$353.00 plus applicable taxes, which Lessee agrees to pay Lessor net 20 day payment terms on the 30th day of each month during the Lease Renewal Term.
3. Knockdown and return freight shall be at Lessor's prevailing rate at the time the Equipment is returned unless otherwise specified herein.
4. All other Terms and Conditions of the original Lease Agreement shall remain the same and in full force and effect.

ACCEPTED:

LESSOR: WILLIAMS SCOTSMAN, INC. LESSEE: SOLANO COMMUNITY COLLEGE DISTRICT

Signature:
Print Name:
Title:
Date:

Signature:
Print Name:
Title:
Date:



AMENDMENT TO LEASE AGREEMENT
(LEASE TERM RENEWAL)

LESSEE:
SOLANO COMMUNITY COLLEGE DISTRICT
4000 Suisun Valley Road
Fairfield, Ca 94534

EQUIPMENT LOCATION:
4000 Suisun Valley Road
Fairfield, Ca 94534

Contract Number: 931647/552561
Equipment Serial/Complex Number: CPX-09155 (AME-56049001 & 002)
Value: \$29,402.00

By this Amendment, Williams Scotsman, Inc. and the Lessee (listed above) agree to modify the original lease agreement, dated 6/30/15 as set forth below.

- 1. The rental term for the equipment identified above, shall be renewed from 12/30/16 through 5/30/18 17 months (the "Lease Renewal Term").
2. The rental rate per month during the Lease Renewal Term shall be \$353.00 plus applicable taxes, which Lessee agrees to pay Lessor net 20 day payment terms on the 30th of each month during the Lease Renewal Term.
3. Knockdown and return freight shall be at Lessor's prevailing rate at the time the Equipment is returned unless otherwise specified herein.
4. All other Terms and Conditions of the original Lease Agreement shall remain the same and in full force and effect.

ACCEPTED:

LESSOR: WILLIAMS SCOTSMAN, INC. LESSEE: SOLANO COMMUNITY COLLEGE DISTRICT

Signature: \_\_\_\_\_
Print Name: \_\_\_\_\_
Title: \_\_\_\_\_
Date: \_\_\_\_\_

Signature: \_\_\_\_\_
Print Name: \_\_\_\_\_
Title: \_\_\_\_\_
Date: \_\_\_\_\_





AMENDMENT TO LEASE AGREEMENT
(LEASE TERM RENEWAL)

LESSEE:
SOLANO COMMUNITY COLLEGE DISTRICT
4000 Suisun Valley Road
Fairfield, Ca 94534

EQUIPMENT LOCATION:
4000 Suisun Valley Road
Fairfield, Ca 94534

Contract Number: 921571/ 532490
Equipment Serial/Complex Number: CPX-71922 (MDT-55205001, 002, 003)
Value: \$53,696.00

By this Amendment, Williams Scotsman, Inc. and the Lessee (listed above) agree to modify the original lease agreement, dated 5/19/15 as set forth below.

- 1. The rental term for the equipment identified above, shall be renewed from 11/19/16 through 5/30/18 18.5 months (the "Lease Renewal Term").
2. The rental rate per month during the Lease Renewal Term shall be \$750.00 plus applicable taxes, which Lessee agrees to pay Lessor net 20 day payment terms on the 19th day of each month during the Lease Renewal Term.
3. Knockdown and return freight shall be at Lessor's prevailing rate at the time the Equipment is returned unless otherwise specified herein.
4. All other Terms and Conditions of the original Lease Agreement shall remain the same and in full force and effect.

ACCEPTED:

LESSOR: WILLIAMS SCOTSMAN, INC. LESSEE: SOLANO COMMUNITY COLLEGE DISTRICT

Signature:
Print Name:
Title:
Date:

Signature:
Print Name:
Title:
Date:



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

**TO: Members of the Governing Board**

**SUBJECT: PERFORMING ARTS BUILDING RENOVATION  
 PROJECT (PHASE 1) - SCOPE AND BUDGET REVISIONS**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested to revise the scope of the Performing Arts Building Renovation Project (Phase 1) budget to include door lock-down. Approval of a corresponding budget increase to address these scope changes is also requested.

The harmful events of recent years at institutions and venues across the country have elevated the concerns of the Solano College community for safety and security on campus. The input and discussions at every level have encouraged the District to ensure that this issue is addressed as facilities are built and modified.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Enhance safety and security for students, faculty, and staff.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$147,818 Measure Q Funds</i>
		<input checked="" type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>DISAPPROVAL</b> <input type="checkbox"/> <b>NOT REQUIRED</b> <input type="checkbox"/> <b>TABLE</b>
<hr/> Lucky Lofton Executive Bonds Manager <hr/> <b>PRESENTER'S NAME</b>		
<hr/> 4000 Suisun Valley Road Fairfield, CA 94534 <hr/> <b>ADDRESS</b>		
<hr/> (707) 863-7855 <hr/> <b>TELEPHONE NUMBER</b>		
<hr/> Yulian Ligioso Vice President, Finance & Administration <hr/> <b>VICE PRESIDENT APPROVAL</b>		
<hr/> October 7, 2016 <hr/> <b>DATE SUBMITTED TO          SUPERINTENDENT-PRESIDENT</b>		
		<hr/> <b>Celia Esposito-Noy</b> Superintendent-President, Ed.D. <hr/> October 7, 2016 <hr/> <b>DATE APPROVED BY          SUPERINTENDENT-PRESIDENT</b>

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

**TO: Members of the Governing Board**

**SUBJECT: PERFORMING ARTS BUILDING RENOVATION  
PROJECT (PHASE 1) - SCOPE AND BUDGET REVISIONS**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

The proposed additional scope of work will provide the District with the ability to lock down strategic interior and exterior doors to this building electronically. This will enhance safety and security for students, faculty and staff.

The cost of this additional work will require a budget increase of \$147,818. The proposed project budget increase is proposed to be funded from Measure Q Program Reserve. A revision to the Bond Spending Plan (BSP) to reflect the Performing Arts Building – Phase 1 budget change is requested as a separate Governing Board Agenda Item for approval. If approved, the work will be added to the scope of the construction contract by Change Order, which will also be requested as a separate Governing Board Agenda Item for approval.

The Board is asked to approve a budget increase of \$147,818 to the Performing Arts Building – Phase 1 Project to add work to provide electronic exterior door lock-down to the project scope.

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT CHANGE ORDER #6 TO BHM  
 CONSTRUCTION INC. FOR BUILDING 1200  
 PERFORMING ARTS RENOVATION (PHASE 1) PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for Change Order #6 to the Contract with BHM Construction Inc. for the Building 1200 Performing Arts Renovation Project. On September 16, 2015 the Board approved a contract to BHM Construction for the Building 1200 Performing Arts Renovation Project. Construction for this project began on November 4, 2015 after receiving approval of funds from the State Chancellor’s Office.

As a result of the attached changes, exterior doors leading into the building will have the capability to be locked down electronically from a remote location.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Enhance safety and security for students, faculty, and staff

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$147,818 Measure Q Funds</i>
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**SUPERINTENDENT’S RECOMMENDATION:**                       **APPROVAL**                       **DISAPPROVAL**  
 **NOT REQUIRED**                       **TABLE**

Lucky Lofton  
 Executive Bonds Manager

**PRESENTER’S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Yulian Ligioso  
 Vice President, Finance and Administration

**VICE PRESIDENT APPROVAL**

October 7, 2016

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

October 7, 2016

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT CHANGE ORDER #6 TO BHM  
CONSTRUCTION INC., FOR BUILDING 1200  
PERFORMING ARTS RENOVATION (PHASE 1) PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

This work was not part of the original contract with BHM Construction, necessitating a change order for the following items:

- Door hardware revisions, including providing power, to six exterior aluminum storefront double doors and two exterior hollow metal doors to allow for remote lock-down capability.
- Door hardware revisions, including providing power, to two exterior aluminum storefront Lobby doors to allow for remote lock-down capability.

Following describes the contract status and the new contract total which will result from approval of this proposed change order.

\$13,697,024	Original Contract Sum
\$ 642,080	Previous Approved Change Orders
<u>\$ 147,818</u>	This Proposed Change Order
\$14,486,922	New Contract Sum Including This Change Order

The Board is asked to approve this Change Order #6 to BHM Construction Inc. in the amount of \$147,818.

The Change Order may be viewed online at: <http://www.solano.edu/measureq/planning.php>.



# Change Order

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

**Kitchell CEM**

Change Order # 6  
 Project No.: 14-014  
 Date: 19-Oct-16

DSA File No.: 48-C1  
 DSA App. No.: 02-113590

Project: Solano Community College District  
 Building 1200 Fairfield Campus  
 B1200 Theater Renovation

LPAS  
 24822 Natomas Park Dr  
 Sacramento, California 94558

To: BHM Contracting  
 221 Gateway Rd W Suite 405  
 Napa, California 94534

**The Contract is Changed as Follows:**

**CPE No.**

80.1 Door hardware revisions, including providing power, to six (6) exterior aluminum storefront double doors and two (2) exterior hollow metal doors to allow for remote lock-down capability. \$122,313.00

110 Door hardware revisions, including providing power, to two (2) exterior aluminum storefront Lobby doors to allow for remote lock-down capability. \$25,504.53

<b>TOTAL COST OF CHANGE ORDER</b>	<b>ADD</b>	\$147,817.53
	<b>Deduct</b>	\$0
<b>FINAL CHANGE ORDER AMOUNT</b>		<b>\$147,817.53</b>

Original Contract Sum:	\$ 13,697,024.00
Total change By Previous Change Orders:	\$ 642,080.00
Contract Sum Prior to This Change Order:	\$ 14,339,104.00
Original Contract Sum will be Increased by This Change Order:	\$147,817.53
The New Contract Sum Including This Change Order Will Be:	<b>\$ 14,486,921.53</b>
The New Contract Completion Date Will Be:	11-Jan-17
Contract Time Will be Unchanged by This Change Order:	0 Days
The date of substantial completion as of the of this change order is	11-Jan-17

ARCHITECT:

\_\_\_\_\_  
LPAS  
2484 Natomas Park Drive, Suite 100  
Sacramento, California 94534

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

(Affix stamp here)

CONTRACTOR:

\_\_\_\_\_  
BHM Construction Inc.  
221 Gateway Road West, Suite 405  
Napa, California 94558

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

(Affix stamp here)

OWNER:

\_\_\_\_\_  
Lucky Lofton  
Executive Bond Manager  
Solano Community College District

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

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

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

**SUBJECT:** **AGREEMENT BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT AND THE CITY OF VALLEJO (RENEWAL)**

**REQUESTED ACTION:**

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

**SUMMARY:**

An agreement renewal between Solano Community College District (SCCD) and the City of Vallejo for services is being presented to the Governing Board for approval. The SCCD Small Business Development Center will provide counseling services and small business workshops to both start-up and existing businesses in Vallejo to help business owners develop and grow their business and add to the economic vitality of the City of Vallejo. The terms of the agreement are from October 20, 2016 to June 30, 2017.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code: 81655</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$12,000 Income</i>
------------------------	---------------------------	---

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

Kelly Penwell, Associate Dean  
Workforce Development

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-863-7808

**TELEPHONE NUMBER**

Virginia Guleff, Interim Vice President  
Academic Affairs

**VICE PRESIDENT APPROVAL**

October 7, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 7, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Vallejo, a municipal corporation ("City"), and Solano College Small Business Development Center, a division of the Solano Community College District, hereinafter referred to as "Consultant", who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."
2. **Payment.** City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement.
3. **Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
4. **Indemnification.** Consultant shall indemnify, defend (with independent counsel approved by the City) ,and hold harmless the City, its officers, officials, employees, agents, and volunteers and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Consultant's operations, or any subcontractor's operations, to be performed under this Agreement, for the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in this Agreement.

5. **Insurance Requirements.** Consultant agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Consultant." Failure to maintain required insurance at all times shall constitute a default and material breach.
6. **Accident Reports.** Consultant shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a



minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

**7. Conflict of Interest.** Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant's family, business, real property or financial interests and the services to be provided under this Agreement. Consultant shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Consultant's family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Consultant shall disclose such conflict in writing to City.

**8. Independent Contractor.** Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.

**9. Licences, Permits, Etc.** Consultant represents and warrants to City that all consultant services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Consultant has all the permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

**10. Business License.** Consultant, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Consultant until such business license(s) has been obtained.

**11. Standard of Performance.** Consultant shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of

Consultant's profession currently practicing in California.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to City for acts, errors, or omissions of Consultant's subcontractors.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred or, beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

**12. Force Majeure.** Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slow down or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that the Consultant is unable to meet the completion date or schedule of services, Consultant shall inform the City Representative of the additional time required to perform the work and the City Representative may adjust the schedule.

**13. Time is of the Essence.** Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

**14. Personnel.** Consultant agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this

## Agreement.

The payment made to Consultant pursuant to this Agreement shall be the full and complete compensation to which Consultant and Consultant's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Consultant nor Consultant's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Consultant. The City shall not be required to pay any workers' compensation insurance on behalf of Consultant.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

**15. Consultant Not Agent.** Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Consultant shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

**16. Term.** The term of this Agreement shall commence on July 1, 2016, and shall continue in full force and effect until June 30, 2017.

**17. Termination or Abandonment by City.** The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Consultant for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Consultant for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Consultant for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

**18. Products of Consulting Services.** The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Consultant resulting from services rendered pursuant to this Agreement, shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

**19. Cooperation by City.** City shall, to the extent reasonable and practicable, assist and cooperate with Consultant in the performance of Consultant's services hereunder.

**20. Assignment and Subcontracting.** Consultant shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Consultant shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Consultant. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Consultant to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Consultant's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

**21. Successors and Assigns.** All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

**22. Non-Discrimination/Fair Employment Practices.**

(a) Consultant warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement relative to nondiscrimination and fair employment practices.

Consultant shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

(b) Consultant agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.

**23. Notices.** All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City: Annette Taylor  
Senior Community Development Analyst  
Economic Development Division  
555 Santa Clara Street  
Vallejo, CA 94590

If to Consultant: Kelly Penwell, Associate Dean  
Workforce Development Director  
Solano College SBDC  
4000 Suisun Valley Road  
Fairfield, CA 94534

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

**24. Integration Clause.** This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

**25. Severability Clause.** Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

**26. Law Governing.** This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

**27. Waiver.** Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

**28. Ambiguity.** The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

**29. Gender.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

**30. Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

**31. Compliance with Laws.** Consultant will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

**32. Confidentiality of City Information.** During the performance of services under this Agreement, Consultant may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices,

and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Consultant agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Consultant's scope of work, to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential.

A violation by Consultant of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Consultant's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

**33. News and Information Release.** Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

**34. City Representative.** The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

**35. Counterparts.** The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

**36. Authority.** The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant.

**37. Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Scope of Work," including any attachments.

Exhibit B, entitled "Compensation," including any attachments.

Exhibit C, entitled "Insurance Requirements," including any attachments.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

SOLANO COLLEGE SMALL  
BUSINESS DEVELOPMENT  
CENTER  
A Not-for-profit corporation

By: \_\_\_\_\_  
Celia Esposito-Noy  
Superintendent/President  
Solano Community College District

DATE: \_\_\_\_\_

CITY OF VALLEJO,  
A municipal corporation

By: \_\_\_\_\_  
Daniel E. Keen  
City Manager

DATE: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Dawn Abrahamson  
City Clerk

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Andrea J. Ouse  
Community and Economic  
Development Director

APPROVED AS TO FORM AND  
INSURANCE:

\_\_\_\_\_  
Claudia Quintana  
City Attorney



**EXHIBIT A**  
**SCOPE OF WORK**

**1. Representatives.**

The City Representative for this Agreement is:

Annette Taylor  
Senior Community Development Analyst  
Economic Development Division  
555 Santa Clara Street  
Vallejo, CA 94590  
707-649-3510  
707-648-4499

The Consultant's Representative for this Agreement is:

Kelly Penwell  
Director  
Solano College SBDC  
360 Campus Lane, Ste. 102  
Fairfield, CA 94534  
707-864-3382  
707-864-8025

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Consultant Representative and City's Representative.

**2. Services to be Provided.** The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference.

**Attachment 1 to Exhibit A  
To  
Service Agreement between the City of Vallejo  
and the Solano College Small Business Development Center**

**Scope of Services**

**OBLIGATION OF GRANTEE**

CONSULTANT agrees to provide the following to CITY:

A. Collaborate with Existing Business Assistance Programs and Economic Development Entities

CONSULTANT will coordinate and collaborate with other business and economic development entities throughout the Solano/Napa region such as the Vallejo Business Alliance (Vallejo Chamber of Commerce, Solano Hispanic Chamber of Commerce, Solano Black Chamber, and Filipino American Chamber), Vallejo Main Street, and local business associations. The Center will coordinate activities, market programs and services, and participate in joint events such as the annual Vallejo Business Alliance Business Expo and Business Mixer.

The Solano College SBDC will actively participate in events sponsored by the aforementioned Chambers.

We will proactively seek partnership in the community to work with disadvantaged youth, more specifically introducing entrepreneurship as a career pathway.

B. Vallejo-based technical assistance

CONSULTANT to provide at least fifteen hours per month of technical assistance (e.g., business planning, operations, accounting, financing, marketing, and other small business development issues) per week to Vallejo small businesses. This assistance will include follow-up with clients to determine progress of business development.

C. Cooperative Marketing Program

CONSULTANT will be responsible for coordinating and implementing marketing outreach activities. Activities will include:

Publishing program notifications in local newspapers where no cost publicity is an option. The insert will contain information on resources available to the business community and a calendar of events classes, and seminars.

Flyers/Postcards/Other. The Center proposes to utilize flyers, digital postcards, and other outreach methods to further promote and communicate resource information to the Vallejo business community.

Presentations to Business Groups. The Center will make at least one presentation to the Vallejo Chamber of Commerce, Solano Hispanic Chamber of Commerce, Filipino American Chamber of Commerce of Solano County, and Solano County Black Chamber of Commerce explaining CONSULTANT'S services and increased presence in Vallejo. These presentations will be a part of a comprehensive marketing program to advertise CONSULTANT'S services to Vallejo businesses.

CITY will conduct one mailing to targeted Vallejo businesses to advertise services of CONSULTANT.

CONSULTANT will market State loan guarantee programs, Small Business Administration (SBA) loan guarantee programs, and micro-loan programs to businesses in Vallejo.

#### D. Entrepreneurial Training Programs

CONSULTANT will conduct the following entrepreneurial training programs:

Lenders Fair. The event will take place by April 2017. The event will consist of an "Access to Capital" workshop featuring a panel of government and private lending institution representatives who will present information on various loan programs and an exhibit hall where attendees can speak with the lenders one-on-one. The Center will work with the Vallejo Business Alliance to promote the event to small business owners in Vallejo.

Webinars/Workshops. The Center plans to conduct a variety of webinars/workshops with emphasis on marketing designed to assist businesses in market diversification and strengthening their competitive position. Proposed topics include:

- Starting and Managing a Business
- The Business Model Canvas
- Business Planning
- Human Resources
- Creating a template based website
- Branding Your Business through Social Media
- Growing Your Business through LinkedIn
- Small Business Financing
- Marketing
- Retaining and Motivating Employees
- Selling to the Government
- Customer Service
- E-Commerce
- Bookkeeping
- Computerized Accounting

Grow Vallejo Seminar. Seminars targeting existing Vallejo businesses identified by the National Development Council (NDC), Grow Vallejo Fund. The Solano SBDC will individually contact qualified businesses. NDC and the Solano SBDC in partnership with the City of Vallejo Economic Development Division will develop the program which will cover such topics as:

- Real Estate Acquisition

Leasehold Improvements  
Machinery and Equipment  
Working Capital  
Green Energy and Energy Efficiency  
Refinance

At the completion of the seminar, Solano SBDC will commit to working one on one with each participant in access funding. Consultant shall market these programs to local business organizations.

E. Progress Reports

Progress reports describing the status of technical assistance provided to Vallejo clients will be sent to the CITY as follows:

1. For the period between July 1, 2016 - December 31, 2016.  
Report due to CITY by February 15, 2017.
2. For the period between January 1, 2017 - June 30, 2017.  
Report due to CITY by July 15, 2017.

The following listings shall also be included in the progress reports:

Number and type of business seminars conducted for the period.  
Number of business seminar attendees for the period.  
Number of businesses receiving one-on-one counseling (technical assistance).  
Number of hours of one-on-one counseling (technical assistance provided).  
Breakdown of the type of technical assistance provided for the period.  
Summary of economic impact resulting from technical assistance services.  
Description of presentations to business groups.

The Center will also provide progress report presentations to the Vallejo City Council as needed.



**EXHIBIT B**  
**COMPENSATION**

**1. Consultant's Compensation.**

A. Services: City agrees to pay Consultant for those services set forth in Exhibit A of this Agreement in a total sum of Twelve Thousand Dollars (\$12,000) in two payments of Six Thousand Dollars (\$6,000) each as set forth in Attachment 1 of Exhibit A.

B. Request for payment shall be sent to:

Annette Taylor  
Senior Community Development Analyst  
Economic Development Division  
555 Santa Clara Street  
Vallejo, CA 94590

**2. Accounting Records of Consultant.**

Consultant shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Consultant's direct salary costs for all Services and Additional Services performed under this Agreement and records of Consultant's Reimbursable Expenses, in accordance with generally accepted accounting practices. Consultant shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours notice.

The obligations of Consultant under this section shall survive this Agreement.

**3. Taxes.**

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request. Consultant hereby agrees to indemnify and defend City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Consultant's breach of this section pursuant to the Indemnification provisions of this Agreement.

4. **Taxpayer Identification Number.** Consultant shall provide City with an IRS Form W-9, Request for Taxpayer Identification Number and Certification, containing an original signature and any other State or local tax identification number requested by City.

## EXHIBIT C

### INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Consultant, their agents, representatives, or employees or subcontractors.

#### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 any auto and endorsement CA 0025.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession (Errors and Omission).

#### **B. Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, coverage shall be twice the per occurrence amount.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease. If Consultant is not subject to



California Workers' Compensation requirements, Consultant shall file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

4. Professional Liability (Errors and Omission): \$1,000,000 combined single limit per claim, and annual aggregate.

**C. Deductible and Self-Insured Retention**

Any deductibles or self-insured retention must be declared to and approved by the City's Risk Manager. If the deductibles or self-insured retention limit is unacceptable to the City's Risk Manager, at his or her option, the insurer shall either reduce or eliminate such deductibles or self insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**D. Other Insurance Provisions**

The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

1. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents or volunteers shall be excess of the Consultant'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 City, its officers, officials, employees, agents or volunteers.

4. The Consultant'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 by either party, 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 City.

The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Consultant's performance under this Agreement.

**E. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

**F. Verification of Coverage**

Consultant shall furnish the City with original certificates of insurance for all insurances required by this Agreement and endorsements effecting general and automobile liability insurance coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City's Risk Manager before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, by this Agreement at any time. All verification of coverage and other insurance documents shall be mailed to the following address or to any other subsequent address as may be directed in writing by the City's Risk Manager:

City of Vallejo  
Attn.: Risk Manager  
555 Santa Clara Street  
Vallejo, CA 94590

**G. Subcontractors**

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**H. Payment Withhold**

City will withhold payments to Consultant if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Consultant otherwise ceases to be insured as required herein.

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

**TO: Members of the Governing Board**

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

**REQUESTED ACTION:**

- Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

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

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

*Ed. Code:*                      *Board Policy:*    **3520**                                      *Estimated Fiscal Impact:*    **\$14,887**

**SUPERINTENDENT'S RECOMMENDATION:**

- APPROVAL                       DISAPPROVAL  
 NOT REQUIRED                 TABLE

Virginia Guleff  
Interim Vice President, Academic Affairs

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7117

**TELEPHONE NUMBER**

Virginia Guleff  
Interim Vice President, Academic Affairs

**VICE PRESIDENT APPROVAL**

October 7, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 7, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

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

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

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

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

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

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

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

AGREEMENT

CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM

This Agreement, dated for reference purposes only, August 1, 2016, is entered into by and between: the Chabot-Las Positas Community College District (CLPCCD), hereinafter known as the "District," on behalf of its California Early Childhood Mentor Program, hereinafter known as the "Mentor Program," and Solano Community College/Solano County Community College District, hereinafter known as "Contractor."

This agreement is entered into pursuant to Chabot-Las Positas Community College District Board of Trustees Resolution No. 06-1516.

Appropriation or Grant Number CN160169

RECITALS:

Whereas, the Chabot-Las Positas Community College District has applied for and has received a grant from the California State Department of Education (Resolution 06-1516) for the purposes of operating a Mentor Program; and

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

Now, therefore, the parties agree as follows:

1. **TERM:** The term of this Agreement shall commence on August 1, 2016 and terminate July 31, 2017 except as otherwise set forth in this agreement.
2. **SERVICES TO BE RENDERED BY CONTRACTOR:** The services to be rendered are incorporated by reference as in attachment A. If any terms of the attachment and this Agreement are in conflict, this Agreement shall prevail.
3. **PAYMENT:** Invoice to be submitted and payment as a stipend to be made by District to Contractor shall be as set forth in Attachment A.
4. **INDEPENDENT CONTRACTOR:** The parties agree that with regard to this Agreement, Contractor is an independent contractor and not an employee of the District.

Any terms in this Agreement or its attachments referring to direction from the District shall be construed as providing for direction as to policy and the result of work only, and not as to the means by which such a result is obtained.

5. **EXPENSES FOR EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** Contractor shall supply, at no cost or charge to District, all equipment, tools, materials, and/or supplies to accomplish the services agreed to be performed unless otherwise provided in this agreement; District shall not be liable to Contractor for any expenses paid or incurred by Contractor not provided for in this agreement unless otherwise agreed to in advance in writing.
6. **ASSIGNMENT:** Contractor shall not assign this Agreement nor the consideration payable under this Agreement without the written consent of the District.

7. **TERMINATION**: District may terminate this Agreement for District's convenience and without cause at any time by giving the other parties written notice of such termination. The notice shall specify the date upon which the termination becomes effective. In the event of such termination, Contractor shall be paid for his/her services that have been performed to the satisfaction of the District under this Agreement, up to the date of termination. Any payment by District shall be conditioned on Contractor providing to the District any and all materials required by District related to the services rendered.

8. **WRITTEN NOTICE**: All notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties.

Any party by a written notice to the other parties may change the address of notice or the names of the persons or parties to receive written notice.

9. **GOVERNING LAW**: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of the Agreement shall be in Dublin, California.

10. **SEVERABILITY**: If any term, provision, covenant, or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

11. **NON-WAIVER**: The failure of any party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

12. **NO AUTHORITY TO BIND DISTRICT**: Contractor has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create the relationship of agent, servant, employee, partnership or joint venture with the District.

13. **AMENDMENTS**: No amendment to this Agreement shall be effective unless it is in writing and signed by all parties.

14. **CONFLICT OF INTEREST**: Contractor states that it is familiar with provisions of Section 87100 et seq. of the Government Code and certifies that it does not know of any facts which constitute a violation of said provisions. In the event contractor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify District of such information.

15. **DAMAGES**: Contractor shall be responsible for any and all damages resulting in whole or in part from Contractor's acts or omissions.

16. **INDEMNIFICATION**: District agrees to defend and indemnify and hold harmless Contractor, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of District, its Board of Trustees, officers, agents, and employees.

Contractor agrees to defend and indemnify and hold harmless District, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of Contractor, its Board of Trustees, officers, agents, and employees.

Contractor's obligations under this section 16 shall survive the termination of this Agreement.

17. **COMPLIANCE WITH LAWS AND REGULATIONS**: Contractor shall keep informed of all laws and governmental regulations that may affect its obligations. It shall observe and comply with, and shall cause all its agents, employees, consultants, and subcontractors to observe and comply with all said laws and regulations, including obtaining business permits and licenses that may be required to carry out the work to

be performed under this Agreement, including all applicable provisions for subrecipient monitoring of federal funding awards.

18. **LIABILITY OF DISTRICT**: District's obligations under this Agreement shall be limited to the payment of the compensation as provided for in Section 3 of this Agreement but shall also include activities as provided for in Attachment A. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

19. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, District and Contractor shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. District and Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. District and Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as it set forth in full. District and Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

20. **BUDGET CONTINGENCY**: This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the Fiscal Year(s) covered by this Agreement for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

21. **ENTIRE AGREEMENT/MODIFICATION**: This writing sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only by a written document executed and approved in the same manner as this Agreement.



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

"District"

By:   
Signature of CLPCCD person authorized to execute agreement

Print Name: Lorenzo Legaspi

Title: Vice Chancellor of Business Services

Date: August 1, 2016

"Contractor"

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

Print Name: Celia Esposito - Noy Ed.D.

Title: Superintendent - President

Address: 4000 Suisun Valley Road  
Fairfield, CA

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

Recommended By:

Signature: 

Print Name: Linda Olivenbaum

Title: Director, California Early Childhood Mentor Program

Address: 25555 Hesperian Blvd.

Hayward, CA 94545

Date: August 1, 2016



**Attachment A**  
**Solano Community College/Solano County Community College**  
**District**  
**August 1, 2016 – July 31, 2017**

- A. Chabot-Las Positas Community College District on behalf of the California Early Childhood Mentor Program shall provide the following resources for implementation of the Contractor's program, subject to the District's approval:
1. Updated materials and assistance to facilitate implementation of the program including a *Program Manual*, an In-Service Training Resource Guide, reporting forms and one-on-one technical assistance.
  2. Travel expenses for the Contractor's Local Coordinator to attend statewide meetings to discuss program elements, the status of implementation and materials. Travel expenses must be within state guidelines and limits as specified in the *Program Manual* and as may reasonably be revised by the District.
  3. ~~\$3168~~ for instructional costs related to the offering of a Mentor Seminar and a Director Seminar, as described in the *Program Manual*. The Coordinator may make a written request to the District for an additional \$1,584 maximum to offer the Mentor Teacher/Adult Supervision Course in the 2016-2017 contract year.
  4. \$3300 for the Contractor's Local Coordinator to implement and develop the program, arrange for the course offering, recruit prospective Mentors, appoint a Selection Committee, coordinate the selection process, place student teachers with Mentors and approve Post-Practicum, Individual Student Mentoring, Mentoring Record, Birth to Three/FCCH Mentoring Record, Director Mentor, Director Mentoring Record, and Birth to Three/FCCH Director Mentoring Record placements. The Contractor's Coordinator may be paid directly by the Chabot-Las Positas Community College District in the sole discretion of the District. The District reserves the right to withhold and/or reduce the Coordinator payment if responsibilities listed in Section B are not fulfilled in a timely manner.
  5. Up to \$2,500 for a \$250 honorarium per person for up to 10 Selection Committee Members to meet to review applications, visit and evaluate applicants' teaching practices and classroom environment with the appropriate Harms and Clifford scale, visit and evaluate Director Mentor applicants' leadership and management skills with the *Program Administration Scale (PAS)* or the *Business Administration Scale (BAS)*, check references and make final decisions on qualified classroom Mentors and Director Mentors. Committee Members may be paid directly by the Chabot-Las Positas Community College District in the sole discretion of the District.
  6. \$2125 in stipend support for 3 Mentors and all selected Director Mentors. **Selecting Director Mentors and supporting their placements with protégés is a requirement of the Mentor Program.** All stipends will be paid directly by the Chabot-Las Positas Community College District and calculated according to the formula and procedures currently described in the *Program Manual* and as may reasonably be revised by the District. Stipends are for the following purposes:
    - Practicum placement(s) for mentoring practicum students placed with Mentors

- Post-Practicum Stipend(s) to support Mentors for continued mentoring of protégés who were former practicum students placed with Mentors
- Individual Student Mentoring Contract(s) to support pairing a Mentor with an Early Childhood Education student for non-course based contact time
- Mentoring Record Hour(s) to support Mentors as they offer hourly mentoring services
- Birth to Three/FCCH Mentoring Record Hour(s) to support Mentors as they offer hourly mentoring services for Infant/Toddler and Family Child Care teachers and providers
- In-Service Training stipends for Mentors for fulfilling the In-Service training requirements as set forth in the *Program Manual*
- Director Mentor Placement(s) to support Director Mentors for mentoring of protégé directors
- Director Mentoring Record Hour(s) to support Director Mentors as they meet protégé directors' and Director Mentor applicants' needs for short-term, hourly mentoring
- Birth to Three/FCCH Director Mentoring Record Hour(s) to support Director Mentors as they offer hourly mentoring services for Infant/Toddler directors and Large Family Child Care providers

7. \$150 for materials for Mentors and Director Mentors (books, Environment Rating Scales, instructional materials, etc.) and/or printing and copying costs for program implementation or Mentor materials. Coordinators may be reimbursed directly by the Chabot-Las Positas Community College District in the sole discretion of the District, or through their local college.

B. Contractor as a college agrees to designate a Local Coordinator. The Coordinator shall be responsible for the following activities:

Selection and Re-Certification

1. Promoting the program on campus and in the community.
2. Enrolling teachers and providers in the Mentor Teacher/Adult Supervision Course, based on the syllabus provided in the *Program Manual* and as may reasonably be revised by the District. The Contractor as a college agrees to enroll students and to issue credit. The Contractor also agrees that it will accrue no ADA when instructional costs are reimbursed. Students pay tuition if they are receiving credit.
3. Recruiting qualified child care providers and directors from the community who may be interested in becoming Mentors.
4. Modifying and distributing Mentor and Director Mentor applications and establishing appropriate application deadlines as currently described in the *Program Manual* and as may reasonably be revised by the District.
5. Assuring compliance with selection criteria for Mentor Teachers and Director Mentors as set forth in Sections D and E below.
6. Adhering to the Policy on the Mentor Option in Campus Labs as currently described in the *Program Manual* and as may reasonably be revised by the District.
7. Modifying and distributing Mentor and Director Mentor Re-Certification applications, and establishing appropriate application deadlines as currently described in the *Program Manual* and as may reasonably be revised by the District.

8. Appointing a Selection Committee of up to 10 members. The Selection Committee shall include community college instructors, center directors, teachers and other child care practitioners who represent all sectors of the regional child development community (e.g., Head Start, preschool, subsidized, non-profit). The Selection Committee should reflect the diversity of program types, ethnicities and language capacities in the community.
9. Training Selection Committee Members in the use of the Harms and Clifford Scales: the *Early Childhood Environment Rating Scale-Revised* (ECERS-R), the *Infant/Toddler Environment Rating Scale-Revised* (ITERS-R), the *School-Age Care Environment Rating Scale* (SACERS), and *Family Child Care Environment Rating Scale-Revised* (FCCERS-R). Training Selection Committee Members in the use of the *Program Administration Scale* (PAS) and the *Business Administration Scale* (BAS).
10. Serving as a Selection Committee Member as currently described in the *Program Manual* and as may reasonably be revised by the District. Such service is *optional* for local college or Regional Coordinators but **mandatory** for college Coordinators in a Region.
11. Scheduling meetings for the Selection Committee to review Mentor and Director Mentor applications, evaluate applicants' centers or classroom sites, and to make final selections by **June 1<sup>st</sup> of each contract year**.
12. Notifying all new and Re-Certification applicants to inform them of final decisions as soon as possible after the final Selection Committee meeting.
13. Petitioning the District in writing that Mentor pool size be increased in an academic year. In such cases, determination will be made by Mentor Program staff based on current statewide allocations and student placement rates at the local college.
14. Maintaining eligibility requirements for Mentor Teachers in accordance with program policy as currently described in the *Program Manual* and as may reasonably be revised by the District.
15. Maintaining eligibility requirements for Director Mentors in accordance with program policy as currently described in the *Program Manual* and as may reasonably be revised by the District.

#### Professional Growth

16. Facilitating or arranging for facilitation of a 1-2 unit credit-optional monthly Seminar for Mentors to combine informal discussion of issues they confront in supervising student teachers with further study of supervision issues, leadership and mentoring skills.
17. Facilitating or arranging for facilitation of a 1-2 unit credit-optional monthly Seminar or continuing course for directors to study administrative issues, quality improvement strategies, leadership development and mentoring issues.
18. Providing Mentor and Director Seminar Instructors with the *Growing Leaders In-Service Training Resource Guide* and other necessary instructional materials as supplied by the District.
19. Ensuring that instructors for the Mentor and Director Seminars are regularly evaluated in accordance with college policies.
20. Supporting Mentor In-Service Training activities with Mentor materials and other appropriate funding where available.

#### Placements and Stipend Activities

21. Working within the college's administrative procedures to institutionalize the Mentor Program. This includes seeking curriculum committee approval for courses, including program

information in the college catalog and course schedule, and establishing load credit for practicum instructors who support placements with Mentors.

22. Providing the District with official course outlines for all courses in which students may be placed with Mentors.
23. Placing students with Mentors, acting as intermediary between the student and Mentor, and monitoring the Mentors' work. The college agrees to offer the placement with a Mentor as an alternative to the existing practicum course(s).
24. Overseeing student placements with Mentors to ensure only one student will be in the Mentor's classroom at a time.
25. Approving the following as currently described in the *Program Manual* and as may reasonably be revised by the District:
  - Mentor-protégé contracts for Post-Practicum placements;
  - Mentor-student contracts for Individual Student Mentoring;
  - Hourly Mentoring Record stipends for short-term mentoring services;
  - Hourly Birth to Three/FCCH Mentoring Record stipends for short-term mentoring services for Infant/Toddler and Family Child Care teachers and providers;
  - Director Mentor-protégé director contracts for Director placements;
  - Hourly Director Mentoring Record stipends for short-term mentoring services;
  - Hourly Birth to Three/FCCH Director Mentoring Record stipends for short-term mentoring services for Infant/Toddler directors and Large Family Child Care providers
26. Serving, if requested and willing, as a Field Trainer as currently described in the *Program Manual* and as may reasonably be revised by the District.

#### Payments

27. Submitting the signed **Designation of Coordinator form** and this signed **Letter of Agreement** to the District no later than **December 1st of each contract year**. Acknowledging that the Coordinator's stipend and any reimbursements due to the college will be withheld until these signed documents are received by the Mentor Program Office at Chabot College.
28. Maintaining records of all costs and disbursements and reporting these monthly to the District in a timely and accurate manner.
29. Submitting authorizations to pay all stipends within 30 days following the end of the placement.
30. Submitting all fiscal reporting and requests for reimbursement to the District no later than **June 15<sup>th</sup> of each contract year**.
31. Acknowledging that the Coordinator's payment may be withheld and/or reduced if reporting is not accomplished in a timely or accurate manner.
32. Applying for and utilizing Additional Funding to Support Instructional Costs for an Adult Supervision Course if appropriate.
33. Applying for and utilizing Supplemental Support Funding for Large Area Programs if appropriate.
34. Applying for and utilizing Supplemental Support Funding for the Director Mentor Component if appropriate.

35. Providing full reporting on the use of any Supplemental Support Funding as currently described in the *Program Manual* and as may reasonably be revised by the District.

#### Evaluations

36. Facilitating program evaluation.
37. Requiring completion of Student Evaluation of Mentor Teacher, Director Mentor Contract Self-Evaluation, Director Mentor Contract Evaluation: Protégé, Birth to Three/FCCH Mentoring Record Protégé Evaluation, Birth to Three/FCCH Director Mentoring Record Protégé Evaluation, and Director Seminar Evaluation Forms by program participants.

#### Agreements and Reports

38. Completing and submitting to the District Quarterly Reports as follows:
- First Quarter: August 1 to October 31, due **October 31<sup>st</sup> of each contract year**
  - Second Quarter: November 1 to January 31, due **January 31<sup>st</sup> of each contract year**
  - Third Quarter: February 1, to April 30, due **April 30<sup>th</sup> of each contract year**
39. Completing and submitting to the District all Annual Reporting materials on or before **June 15<sup>th</sup> of each contract year**.

#### Mentor Program Meetings

40. Attending all required Coordinator meetings and/or being responsible for acquiring and understanding the information and materials presented at these meetings.
41. Facilitating the selection of eligible participants for the annual Mentor Institute.

#### Maintaining Records

42. Keeping records on each Mentor's placement history, student evaluations of the Mentor, the Mentor's application and re-certification, and stipend amounts. Keeping comparable records for each Director Mentor.
43. Maintaining program data and records in archives for five years.
- C. Contractor will designate an instructor who will be responsible for teaching the Mentor Teacher/Adult Supervision Course, a 2-unit course on adult supervision skills for Mentor candidates, based on a course syllabus included in the *Program Manual* and as may be reasonably revised by the District.
- D. Contractor shall insure that Classroom Mentor applicants shall complete the following requirements in order to be considered for selection:
1. A college level Early Childhood training program that included an Early Childhood practicum supervised by a college instructor for credit. Candidates must submit a transcript proving completion of this requirement.
  2. The two-unit Mentor Teacher/Adult Supervision Course, as described in Sections B.2 and C in this Attachment.
  3. Two years of experience as a classroom teacher or family child care provider.
  4. Eligibility for the Master Teacher Level, or higher, of the California Child Development Permit.
  5. The Mentor Application (see *Program Manual*) which includes information on the applicant's educational background and experience, a personal statement, a transcript proving completion of the practicum as part of her/his Early Childhood education, a QRIS Tier Rating (where applicable), and the Harms and Clifford rating sheet from her/his self-review. The

Application also includes a "supervisor's agreement" to support the candidate's application and participation as a Mentor. As public elementary school teachers have their own mentoring program, they are not eligible to participate in the California Early Childhood Mentor Program.

6. A site review of the center's National Association for the Education of Young Children (NAEYC) accreditation status by members of the Mentor Selection Committee and direct observation of teaching practices, or completion of a site review and self study using the appropriate Hams and Clifford Scale (ECERS-R, ITERS-R, SACERS or FCCERS-R).
- E. Contractor shall ensure that Director Mentor applicants shall complete the following requirements in order to be considered for selection:
1. Three years of experience as a director or site supervisor in a child development program (current or prior).
  2. Successful completion of a Director Mentor Information Session Webinar and a Director Mentor Institute as currently described in the *Program Manual* and as may be reasonably revised by the District.
  3. The Director Mentor Application (see *Program Manual*) which includes information on the applicant's educational background, experience, statement of program philosophy, selection of items for *Program Administration Scale (PAS)* or *Business Administration Scale (BAS)* review, a QRIS Tier Rating (where applicable), and references.
  4. Completion of a *Program Administration Scale (PAS)* or *Business Administration Scale (BAS)* interview by members of the Mentor Selection Committee. A site review of the applicant's worksite (if applicable).
- F. Contractor agrees to provide the following resources for implementation of the program:
1. Facilities for the Mentor Teacher/Adult Supervision Course, Selection Committee training and meetings, the Mentor Seminar and the Director Seminar as currently described in the *Program Manual* and as may be reasonably revised by the District.
  2. Funds for program costs in excess of amounts provided in Section A of this agreement.
- G. Contractor agrees that in cases where active Mentors or Director Mentors from other Regional or Local Mentor Programs wish to apply to this college's program, acceptance and selection will be at the discretion of this college's Selection Committee based on space availability and other selection criteria.
- H. District reserves the right to withdraw the resources listed in Section A for non-performance of activities and requirements listed in Sections B through G. Written notice of such withdrawal—and a procedure and timeline to appeal such a decision—will be provided to Contractor.

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

**TO: Members of the Governing Board**

**SUBJECT: FARBUDSMAN PROGRAM OPERATING AGREEMENT  
BETWEEN THE COUNTY OF SOLANO AND SOLANO  
COMMUNITY COLLEGE DISTRICT (RENEWAL)**

**REQUESTED ACTION:**

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

**SUMMARY:**

An agreement renewal between Solano Community College District (SCCD) and the County of Solano for contract services is being presented to the Governing Board for approval. The SCCD Small Business Development Center will provide business counseling services and small business workshops to both start-up and existing agriculture-related businesses in Solano County. The services provided will allow agriculture-based businesses to develop and grow their business to increase economic vitality in the County of Solano. The terms of the agreement are from October 20, 2016 to June 30, 2017.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code: 81655</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$35,000 Income</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Kelly Penwell  
Associate Dean, Workforce Development

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-863-7808

**TELEPHONE NUMBER**

Virginia Guleff  
Interim Vice President, Academic Affairs

**VICE PRESIDENT APPROVAL**

October 7, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 7, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**FARMBUDSMAN PROGRAM OPERATING AGREEMENT**

**BETWEEN**

**THE COUNTY OF SOLANO**

**AND**

**THE SOLANO COMMUNITY COLLEGE SMALL BUSINESS DEVELOPMENT CENTER**

**Dated as of**

**October 4, 2016**

**OPERATING AGREEMENT**

This Operating Agreement ("Agreement") is made as of this 4<sup>th</sup> day of October, 2016 between the COUNTY OF SOLANO ("Solano") and the SOLANO COMMUNITY COLLEGE SMALL BUSINESS DEVELOPMENT CENTER ("SBDC") for the purpose of administering a Farmbudsman Program that serves farmers, ranchers and agriculture-related businesses in the jurisdictions of Solano County; and maintain Solano Grown website and comply with all financial reporting requirements as required by law for Solano Grown.

**RECITALS**

- A. Between July 26, 2010 and June 21, 2012, the Yolo Agriculture and Food Alliance hosted a series of study sessions with interested stakeholders from the Agriculture Community in Solano and Yolo Counties, including representatives from the Farm Bureaus of the respective counties, to facilitate the development of the desired attributes of a Farmbudsman program and the public-private partnership to support the Farmbudsman program.
- B. On November 16, 2011, the Solano and Yolo Counties Joint Economic Summit identified that an agricultural ombudsman program (Farmbudsman Program or "Program") as a key opportunity to enhance the value of agriculture within the two counties and decrease actual and perceived regulatory obstacles on agriculture-related businesses seeking to expand, enhance and/or maintain their operations. The concept of the Farmbudsman was based on the Farm Assistance, Revitalization and Marketing (FARM) coordinator position that existed in Solano County from 2008 to 2009. In addition, the concept of the ombudsman position is incorporated into the General Plans adopted by Solano County in 2008 and Yolo County in 2009.
- C. On January 24, 2012, presentations were made to the respective meetings of the Solano County Board of Supervisors and Yolo County Board of Supervisors on the outcome of the Joint Economic Summit. Both Boards concurred with the concept of developing a public-private partnership to facilitate the establishment of an agricultural ombudsman program to serve existing and future agriculture-related businesses in both counties.

- D. On July 1, 2016, the Yolo County Agricultural Commissioner notified Solano County that they would not be renewing the Farmbudsman program agreement. Solano County and SBDC desire to continue to work together and continue the program.
- E. The Solano Community College Small Business Development Center is authorized to provide Farmbudsman-related services in Solano County. The SBDC mission is to assist entrepreneurs in order to enhance the entrepreneur's business skills and to expand, enhance and/or maintain business operations. The SBDC uses state and federal funds, augmented by local match requirements, to provide these services. This Agreement, to the extent permitted by state and federal guidelines, will enable the SBDC to leverage funds provided by Solano for the Farmbudsman Program as local match requirements.
- F. Solano County seeks to maintain a Farmbudsman Program that serves Solano County by assisting farmers, ranchers and agriculture-related businesses with various permitting processes, including assistance with agricultural permitting and standards as required by Regulatory Agencies. The Program's objective is to facilitate and expedite the development of promising value-added agricultural projects. Since the inception of the Farmbudsman Program, Solano County anticipates the economic benefit of the Farmbudsman Program has outweighed the cost of the program.
- G. Solano County also seeks to maintain the Solano Grown intellectual property and website. The Farmbudsman Program will need to comply with all financial reporting requirements as required by law for Solano Grown.

Now, THEREFORE, Solano and SBDC for good and valuable consideration, agree as follows:

**ARTICLE 1: TERMS AND DEFINITIONS**

The following terms and definitions apply to this Agreement:

- 1.1 Client: The term "Client" is the person or entity receiving Farmbudsman services affecting agriculture-related businesses in Solano County.
- 1.2 Farmbudsman: The term "Farmbudsman" is the consultant contracted by SBDC to provide agriculture ombudsman services to farmers, ranchers and agriculture-related businesses that are, or will be located, in Solano County.
- 1.3 Farmbudsman Services: The term "Farmbudsman Services" includes consulting or training services provided to farmers, ranchers and agriculture-related businesses located in, or that will be locating in, Solano County to help navigate the various permitting processes for value-added agricultural projects as required by Regulatory Agencies.
- 1.4 Solano Grown Services: The term "Solano Grown" is a 501(C)(3) corporation. Solano Grown Services includes maintaining the website, and complying with all financial reporting requirements as required by law to maintain its non-profit status.
- 1.5 Ancillary Services: The term "Ancillary Services" is consulting or training services that are not directly related to assisting farmers, ranchers and agriculture-related businesses in navigating permitting processes, including but not limited to business planning and developing financial

projections, connections to financing options, marketing plans and other services offered by SBDC, subject to the requirements as prescribed by State and Federal funding.

- 1.6 Farmbudsman Project: The term "Farmbudsman Project" is an interaction with a client that will consume more than two hours of consultant time to provide Farmbudsman Services and Ancillary Services.
- 1.7 Regulatory Agency: The term "Regulatory Agency" is a public agency that has the legal authority to regulate a component of an agriculture-related project.

## **ARTICLE 2: TERM OF THE AGREEMENT**

2.1 Term: The initial term of this Agreement shall be approximately nine (9) months, commencing on October 4, 2016 ("Commencement Date") and ending no later than June 30, 2017 ("Expiration Date").

2.2 Extensions: The Agreement may be extended on an annual basis upon mutual agreement of the parties ("Additional Term(s)").

2.3 Termination: In order to allow for a full implementation of the Program, this Agreement shall not be terminated prior to the Expiration Date except as provided in Section 2.4 or Article 8 below. Any party may terminate its participation for Additional Terms upon written notice no later than 90 days prior to the expiration date or commencement of an additional term.

2.4 Solano County's Obligation Subject to Availability of Funds: Solano County's obligation under this Agreement is subject to the availability of authorized funds. Solano County may terminate this Agreement, or any part of the Agreement and amend its obligation accordingly, without prejudice to any right or remedy of Solano County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or any subsequent Amendment, Solano County may, upon written Notice to SBDC, terminate this Agreement in whole or in part.

## **ARTICLE 3: RIGHTS AND RESPONSIBILITIES**

The parties of this Agreement shall form a Farmbudsman Program Committee that meets at least quarterly to monitor the Farmbudsman Program and provide overall guidance to the Farmbudsman consultant as follows.

3.1 Membership: Membership of this committee shall consist of the Solano County Administrator or designee, the Solano County Agricultural Commissioner or designee, the Solano County Director of Resource Management or designee, and the SBDC Director. A quorum consists of at least two Solano representatives and SBDC.

3.2 Work Plan: The Farmbudsman Program Committee will establish annually activity targets designed to meet the goals, objectives and performance standards established for the Farmbudsman Program. Activity targets may be modified by consensus of the Farmbudsman Program Committee. An Initial Farmbudsman Annual Work Plan is attached as Exhibit A.

3.3 Contract Administration: SBDC will serve as the administrator for the Farmbudsman contract, which will be procured in a manner consistent with other consulting services acquired by SBDC to deliver

business assistance programs. Selection of the Farmbudsman will be done in consultation with, and at the concurrence of, the Farmbudsman Program Committee. Terms of any contract cannot exceed the terms of this Agreement. The Farmbudsman shall serve on an at-will basis and shall not be an employee of SDBC or the Solano. The description of desired qualifications of the Farmbudsman is included in Exhibit B.

3.3.1 Client Scopes of Work: For client interactions that develop into a Farmbudsman Project, the Farmbudsman, in consultation with the SBDC Director, will develop a scope of work for the Farmbudsman and the client that: 1) defines the expectations of the project; 2) determines the types of services required; 3) anticipated timelines; 4) estimated billable hours; and 5) anticipated source of funding. The SBDC Director will validate there is sufficient resources to meet the expectations of the scope of work. Scopes of Work in excess of 14 billable hours per client for Farmbudsman Services require approval by the Farmbudsman Program Committee.

3.3.2 Invoices: SBDC will be responsible for invoicing Solano on a quarterly basis for services provided during the previous quarter under this Agreement. SBDC agrees to invoice in accordance with Section 3.3.3, below.

3.3.3 Billable Hours: SBDC will track and report all billable hours for Farmbudsman Program services under this Agreement by client and project. Billable hours for existing farming, ranching and agricultural-related operations in Solano County will be based on where the farming, ranching or agricultural-related activity affected by the Farmbudsman services will occur.

3.3.4 Office Space: SBDC will provide the Farmbudsman program access to office space, meeting room, telephone, computer with Internet connectivity, printer and fax machine in a manner consistent with other SBDC business assistance consultants. These expenses are sole the responsibility of the SBDC, with exception of the General Administration reimbursement as outlined in Section 4.3.1.

3.4 Performance Evaluation: The Farmbudsman Program Committee will evaluate the performance of the Farmbudsman program against goals, performance standards and objectives defined in the Work Plan. In the event the Farmbudsman is unable or unwilling to meet the expectations of the Farmbudsman Program Committee, if so directed by the Committee, the release of the Farmbudsman will be effectuated by SDBC in accordance with the terms of any applicable consulting agreement.

3.5 Reporting Requirements: SBDC will provide financial status reports and performance reports on a quarterly and annual basis. The financial status reports will be submitted in a format acceptable to the Solano County Auditor-Controller. At minimum, the performance information provided by SBDC should include:

- List of clients served by the program;
- Activities in which the client participated;
- Funding source used to provide the services;
- Type of project the client activity supported;
- Outcomes of the interaction with the client;
- Licenses, permits and registrations that were facilitated to obtain; and
- Other data to demonstrate the effectiveness of the Farmbudsman Program.

## ARTICLE 4: SHARED COSTS

4.1 County of Solano: Solano shall pay SBDC up to \$35,000 annually to reimburse SBDC for services provided under this Agreement. Upon submission of an invoice by SBDC to Solano, and upon approval of Solano's representative, Solano shall pay SBDC.

4.2 Grants: Solano and SBDC are encouraged to seek grants and other funding sources to provide additional resources for the Farmbudsman Program. If other funding is acquired, the use of that funding may add to Solano funding identified in Sections 4.1.

4.3 SBDC: SBDC shall seek to leverage the dollars provided by Solano, pursuant to Section 4.1 and 4.2 above, to the greatest extent possible in accordance with federal and state guidelines. When applicable, SBDC will seek to utilize other available funding sources to provide Farmbudsman services and reserve Solano as the funder of last resort. All funds will be appropriated as follows:

4.3.1 General Administration: SBDC shall receive reimbursement of General Administration costs related to the delivery of services under this Agreement. Total reimbursement shall not exceed 7.5% of the approved services reimbursed under this Agreement.

4.3.2 Client Fees: The SBDC may collect client fees for activities to providing Farmbudsman services as established in the Annual Work Plan and consistent with nominal fees as permitted by other business assistance programs provided by SBDC.

4.3.3 Farmbudsman Services: Farmbudsman Services are reimbursed under this Agreement.

4.3.4 Ancillary Services: In the course of providing Farmbudsman services, SBDC may discover that the client may require or benefit from Ancillary Services. To the extent possible in accordance with Federal and State guidelines, SBDC is encouraged to avail clients of these services. Ancillary services are not reimbursed under this Agreement.

4.4 Annual Savings: To the extent there are funds remaining at the close of a fiscal year (defined as July – June), such funds will be retained by the Solano County to supplement future fiscal year appropriations, subject to the availability of funds as identified in Section 2.4. If Solano County augments future fiscal year appropriations beyond the \$35,000 identified in Sections 4.1 and 4.2, the amount that the SBDC can seek in reimbursement will be adjusted by that fiscal year's appropriations.

## ARTICLE 5: NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communication under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

To the County of Solano

Solano County  
675 Texas St., Suite 6500  
Fairfield, CA 94533  
Attn: Chris Rogers, Senior Management Analyst  
Voice: 707-784-6481  
Fax: 707-784-7975  
Email: [cdrogers@solanocounty.com](mailto:cdrogers@solanocounty.com)

To the SBDC

Solano College SBDC  
4000 Suisun Valley Road  
Fairfield, CA 94534  
Attn: Kelly Penwell, Associate Dean Workforce Development  
Voice: 707-863-7808  
Email: [kelly.penwell@solano.edu](mailto:kelly.penwell@solano.edu)

## **ARTICLE 6: INDEMNIFICATION**

6.1 Solano's Indemnification: Solano agrees to indemnify and hold harmless SBDC and their employees, agents and elective and appointive boards from and against any damages, such as property damage, personal injury, and liabilities of every kind, nature and description, including costs and attorney's fees, arising directly or indirectly out of any negligent or intentional acts or omissions of Solano, its employees, or invitees in the course of the performance of actions under this Agreement.

6.2 SBDC's Indemnification: SBDC agrees to indemnify and hold harmless Solano County, and their employees, agents and elective and appointive boards from and against any damages, such as property damage, personal injury, and liabilities of every kind, nature and description, including costs and attorney's fees, arising directly or indirectly out of any negligent or intentional acts or omissions of SBDC, its employees, or invitees in the course of the performance of actions under this Agreement.

## **ARTICLE 7: INSURANCE**

Each party will maintain status as legally self-insured public entities for general liability. Excess liability coverage with limits to five million dollars (\$5,000,000) shall be provided through participation in an excess insurance authority or purchase of excess coverage by the parties.

## **ARTICLE 8: DEFAULT AND REMEDIES**

8.1 Dispute Resolution: If any party defaults in its performance, the aggrieved party shall promptly notify the defaulting party in writing. Any dispute shall be first addressed at an administrative level between the parties.

8.2 Default Defined: Any party's failure to pay any amount due under this Agreement or to perform any other obligation required by this Agreement within thirty (30) days' written notice from another party that such amount or obligation is due, shall constitute a default (a "Default") hereunder.

8.3 Remedies Available: Upon the occurrence of a Default, the non-defaulting parties may stop all payments or performance required hereunder, and may take any other remedial action available to it

under the law or equity, including but not limited to specific performance. Failure to cure a default within the 30-day notice period shall constitute good cause for termination as set forth in Section 2.3 above.

## **ARTICLE 9: MISCELLANEOUS**

9.1 Amendments: This Agreement may be amended only by written agreement signed by all of the parties.

9.2 Waivers: No waiver of any provision of this Agreement will be valid unless it is in writing and signed by the party benefiting from said provision. No waiver by any party, at any time, of any breach of a provision of this Agreement will be deemed a waiver of a breach of any other provision of this Agreement or consent to any subsequent breach of the same or any other provision of this Agreement. If any action by a party requires the consent or approval of the other party to this Agreement, such consent or approval on anyone occasion will not be deemed a consent to or approval of such action on any subsequent occasion or a consent or approval to any other action.

9.3 Force Majeure: No party is responsible for performance in accordance with the terms of this Agreement to the extent performance is prevented, hindered, or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war (declared and undeclared), riots, rebellions, revolutions, or terrorism, whether foreseeable or unforeseeable ("Force Majeure").

9.4 Assignment: Neither Solano nor SDBC may assign this Agreement in whole or in part (whether by operation of law or otherwise) to any other entity, agency, or person without the prior written consent of the other parties.

9.5 Binding Effect: This Agreement will be binding on the parties and their permitted successors and assigns.

9.6 Governing Law: The Agreement and performance under it will be exclusively governed by the laws of the State without regard to its conflict of law provisions.

9.7 Construction: The article and section headings used in this Agreement are inserted for convenience only and do not affect the meaning or interpretation of this Agreement. This Agreement, and any other document or agreement referred to or executed and delivered in connection with this Agreement, shall not be construed against any party as the principal draftsman.

9.8 Integration: This Agreement (including all addenda and exhibits and any amendments signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings, and agreements, whether verbal, written, or implied, between the parties with respect to the subject matter.

9.9 Severability: If any term, provision, covenant or condition of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

9.10 Signature Authority: The parties signing this Agreement on behalf of Solano and SBDC certify that they are authorized to do so.

IN WITNESS WHEREOF, the County of Solano and the Solano College Small Business Development Center have caused this Agreement to be executed the day and date first above written.

**COUNTY OF SOLANO**, a political subdivision of the State of California

**SOLANO COMMUNITY COLLEGE SMALL BUSINESS DEVELOPMENT CENTER**

\_\_\_\_\_  
By Erin Hannigan, Chairwoman

\_\_\_\_\_  
By Celia Esposito-Noy, Ed.D.  
Superintendent/President

APPROVED AS TO FORM

APPROVED AS TO FORM

  
County Counsel

\_\_\_\_\_  
Counsel of Record

ATTACHMENTS:

Exhibit A: Initial Farmbudsman Program Annual Work Plan

Exhibit B: Desired Qualifications of a Farmbudsman Consultant



**EXHIBIT A**  
**INITIAL FARBUDSMAN PROGRAM ANNUAL WORK PLAN**

The Farmbudsman Program Committee, in conjunction with the Farmbudsman, will establish specific activity targets for the Farmbudsman Program. The following Work Plan outlines the initial expectations of the Farmbudsman Program.

**General Expectations:** The goal of Solano County is to preserve and enhance agriculture as viable industry for its cultural, environmental and economic benefit to the respective counties. The Farmbudsman Program's objective is to facilitate and expedite the development of promising value-added agricultural projects.

**County Agriculture Orientation:** The Farmbudsman will meet with and become familiar with key industry groups from each county, including but not limited to:

- a) Solano County Farm Bureau
- b) Suisun Valley Growers and Vintners
- c) Solano EDC
- d) Solano County Agriculture Advisory Committee
- e) Solano County Wool Growers
- f) California Cattlemen's Association
- g) Solano Grown
- h) Farmers' Market Associations
  - Pacific Coast Farmers' Market Association
  - Green Valley Certified Farmers' Market
- i) Solano Land Trust

**Local Government Orientation:** The Farmbudsman will meet with key people in local, State and Federal government and set up training with various departmental staffs to facilitate the navigation of agriculture-related projects through the various agencies, including but not limited to:

Solano County

- a) Agriculture Commissioner/Sealer of Weights and Measures
- b) Resource Management Planning Division
- c) Resource Management Building Official
- d) Resource Management Environmental Health Division

State and Federal Agencies

- a) California Department of Alcoholic Beverage Control (winery and wine tasting licensing)
- b) California Department of Public Health (food processing permits)
- c) Delta Protection Commission (agriculture conservation easement programs)
- d) University of California Cooperative Extension
  - Small Farms Program
  - Regional Farm Advisors

**Reading List:** The Farmbudsman will become familiar with studies, summits, plans, codes and ordinances related to agriculture in Solano County, including but not limited to:

- a) Solano and Yolo County Joint Economic Summit
- b) The Food Chain Cluster Study: Integrating the Food Chain in Solano and Yolo Counties to Create Economic Opportunities and Jobs
- c) The Solano County Agricultural Futures Project

- d) Solano County 2008 General Plan
- e) Solano County Middle Green Valley Specific Plan
- f) Solano County Suisun Valley Strategic Plan
- g) Solano County Ordinance

**EXHIBIT B**  
**DESIRED QUALIFICATIONS OF A FARBUDSMAN CONSULTANT**

The establishment of a Farmbudsman program to provide agriculture ombudsman services is part of the Solano and Yolo Counties' efforts to expand the economic viability of existing farmers, ranchers and agriculture-related businesses and to expand the overall economic impact of agriculture on the local economy by attracting additional agriculture-related business activity. The primary expectation of the Farmbudsman consultant is to assist farmers, ranchers and agriculture-related businesses to navigate the various permitting processes, including assistance with agricultural permitting and standards as required by Regulatory Agencies. In preparing farmers, ranchers and agriculture-related businesses to access the permitting process, the Farmbudsman may be required to direct clients to other business assistance services to enhance the viability of their requested endeavor. The anticipated result of that navigation assistance and linkage to business assistance services is the development of promising value-added agricultural projects that preserve and enhance agriculture in Solano County.

A desirable Farmbudsman consultant will be able to demonstrate their ability to:

- Work with farmers, ranchers and agriculture-related businesses in order to provide assistance on technical, regulatory, and governmental processes and issues that will result in development and delivery of agriculture-related projects that increase the value and contribution of agriculture in the Solano County region.
- Serve as an ombudsman to the agricultural communities by representing their interests to the various Regulatory Agencies.
- Interpret and apply applicable federal, state, and local laws, rules, and regulations to determine compliance with standards and regulatory limitations.
- Gather, organize, analyze, and present complex data, information, evidence and facts orally and in written reports.
- Coordinate with committees, commissioners, county departments, advisory boards, and other public and private agricultural support organizations to research and assess economic and growth needs.
- Serve as liaison and technical advisor to public bodies, planning officials, task forces, and law and code enforcement bodies on issues affecting the agricultural communities.
- Understand the economic, environmental, resource, legal, and human issues affecting rural-urban communities and potential agriculture-related projects.
- Assess information requests and research related land use regulations and policies to compile and analyze data on economic, social, regulatory and physical factors affecting land use.
- Use computers and related software such as project management, word processing, spreadsheet, graphic, and presentation software.
- Establish and maintain harmonious working relationships with all those contacted in the course of work.
- Maintain the Solano Grown website and comply with all financial reporting requirements as required by law to maintain the non-profit status.

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

**TO: Members of the Governing Board**  
**SUBJECT: IDEATOR MASTER SUBSCRIPTION AGREEMENT (NEW)**

**REQUESTED ACTION:**

Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

This item is to approve a Master Subscription Agreement with Ideator to use their platform for conducting the Small Business Sector FY 16-17 “Get a Taste of Success Business Pitch Competition” which will consist of a regional business pitch competition that rolls up to a statewide business pitch competition. The Ideator platform will be used to collect submissions of the student team’s pitch decks and elevator pitch videos for judging in the regional and statewide business pitch competition. The amount of the agreement is \$6,500 and the term of the agreement will run from October 20, 2016 to June 30, 2017.

Attached is a copy of the agreement.

**STUDENT SUCCESS IMPACT:**

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

*Ed. Code: 81655 Board Policy: 3520 Estimated Fiscal Impact: \$6,500 Expense-SB Sector Navigator Grant*

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

Charles Eason, Small Business Sector Navigator

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7846

**TELEPHONE NUMBER**

Virginia Guleff  
Interim Vice President, Academic Affairs

**VICE PRESIDENT APPROVAL**

October 7, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 7, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



## Ideator Master Subscription Agreement (MSA)

This SAAS Master Subscription Agreement ("**Agreement**") is entered into effective as of the date signed by a parties below or, if signed by the parties on different dates, the date signed by the later signing party (the "**Effective Date**") and is entered into by and between **Ideator, Inc.**, a Delaware corporation, having its principal place of business at 2181 Greenwich Street, San Francisco, CA 94123 ("**Company**") and Solano Community College District having its principal place of business at 4000 Suisun Valley Road, Fairfield, CA 94534 ("**Customer**").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. Definitions.

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Customer Data**" means all electronic data or information submitted by Customer to in connection with the Services.

"**Customer Org**" means the private, customized Ideator community account created for Customer by the Company, through which the Customer and Users access the Services.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Non-Company Applications**" means online applications and offline software products that are provided by entities or individuals other than Company and that interoperate with the Services.

"**Order Form**" means the documents for placing orders hereunder, including addenda thereto, that are entered into between Customer and Company or any of Company's Affiliates from time to time, including addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms is incorporated herein by reference.

"**Services**" means the products and services that are ordered by Customer under an Order Form and made available by Company online via the unique login link provided by Company to Customer to access to the Services and/or other web pages designated by Company, including associated offline components that may be provided by the Company from time to time, as described in the User Guide.

"**User Guide**" means the online user guide for the Services, accessible via the unique login link provided by Company to Customer to access the Services, as updated from time to time. Customer acknowledges that Customer has had the opportunity to review the User Guide as described herein. The User Guide is incorporated herein by reference.

"**Users**" means individuals who are authorized by Customer to use the Services in accordance with the terms of this Agreement, and all Order Forms, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by Customer (or by Company at Customer's request). Users may include but are not limited to Customer's employees, consultants, contractors and agents, and third parties with which Customer transacts business, and in the educational market, it may include students, faculty, staff, alumni, and other business associates.

### 2. Service.

2.1. Provision of Services. Company shall make the Services available to Customer pursuant to this Agreement and the relevant Order Forms during a subscription term. Customer agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Company regarding future functionality or features.

### 3. Use of the Service.

3.1. Company Responsibilities. Company shall: (i) provide to Customer basic support (email support available weekdays 8am PT – 5pm PT for the Services at no additional charge, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Company shall give at least 8 hours' notice via e-mail to the designated Customer e-mail address and which Company shall schedule to the extent practicable from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or (b) any unavailability caused by circumstances beyond Company's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Company employees), or Internet service provider failures or delays, and (iii) provide the Services only in accordance with applicable laws and government regulations.

3.2. Protection of Customer Data. Company shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Company shall not (i) modify Customer Data, (ii) disclose Customer Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by Customer, or (iii) access Customer Data except to provide the Services and prevent or address service or technical problems, or at Customer's request in connection with customer support matters.

3.3. Customer Responsibilities. Customer shall (i) be responsible for Users' compliance with this Agreement, and all Order Forms, (ii) be responsible for the accuracy, quality and legality of Customer Data and of the means by which Customer acquired and/or uses Customer Data, (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Company promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with this Agreement, the User Guide and applicable laws and government regulations. Customer shall not and shall cause its Users to not: (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or



otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

#### **4. Non-Company Providers.**

- 4.1. Acquisition of Non-Company Products and Services. Company or third parties may from time to time may make available to Customer third-party products or services, including but not limited to Non-Company Applications and implementation, customization and other consulting services. Any acquisition by Customer of such non-Company products or services, and any exchange of data between Customer and any non-Company provider, is solely between Customer and the applicable non-Company provider. Company does not warrant or support non-Company products or services, whether or not they are designated by Company as "certified" or otherwise, except as specified in an Order Form. Subject to Section 4.3 (Integration with Non-Company Services), no purchase of non-Company products or services is required to use the Services except a supported computing device, operating system, web browser and Internet connection.
- 4.2. Non-Company Applications and Customer Data. If Customer installs or enables Non-Company Applications for use with Services, Customer acknowledges that Company may allow providers of those Non-Company Applications to access Customer Data as required for the interoperation of such Non-Company Applications with the Services. Company shall not be responsible for any disclosure, use, modification or deletion of Customer Data resulting from any such access by Non-Company Application providers. The Services shall allow Customer to restrict such access by restricting Users from installing or enabling such Non-Company Applications for use with the Services.
- 4.3. Integration with Non-Company Services. The Services may contain features designed to interoperate with Non-Company Applications (e.g., Google, Facebook or Twitter applications). To use such features, Customer may be required to obtain access to such Non-Company Applications from their providers. If the provider of any such Non-Company Application ceases to make the Non-Company Application available for interoperation with the corresponding Service features on reasonable terms, Company may cease providing such Service features without entitling Customer to any refund, credit, or other compensation.

#### **5. Fees & Payment.**

- 5.1. Fees. Customer shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services purchased and not actual usage and (ii) payment obligations are non-cancelable and fees paid are non-refundable.
- 5.2. Invoicing & Payment. Fees for the Service will be invoiced in advance and otherwise in accordance with the terms set forth in the relevant Order Form. Unless otherwise stated in the Order Form, charges are due prior to commencement of Services for the initial term and within 30 days of upon receipt invoice for any renewal term. Unless otherwise stated in the Order Form, all payments made under this Agreement shall be in United States dollars. Customer is responsible for providing complete and accurate billing and contact information to Company and notifying Company of any changes to such information.
- 5.3. Overdue Charges. Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Company's discretion, late charges at the maximum rate permitted by law, from the date such payment was due until the date paid.
- 5.4. Suspension of Service. If Customer's account is 30 days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Company reserves the right to suspend the Service provided to Customer, without liability to Company, until such amounts are paid in full; provided, however, that no suspension shall take effect unless Company has given Customer at least 10 business days prior written notice that its account is overdue. If the first payment to initiate Services is not received within 20 business days of signing this Agreement. Company, in its sole discretion, may terminate or suspend Service immediately. All Services must be prepaid prior to delivery of Services.
- 5.5. Taxes. Unless otherwise stated, Company's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Company is solely responsible for taxes assessable against it based on Company income, property and employees.

#### **6. Proprietary Rights.**

- 6.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Company reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer or Users hereunder other than expressly set forth herein.
- 6.2. Restrictions. Customer shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to or while endeavoring to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.



- 6.3. Customer Applications and Code. If Customer, a third party acting on Customer's behalf, or a User creates non-derivative applications or program code, Customer authorizes Company to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Company to provide the Services in accordance with this Agreement. Subject to the above, Company acquires no right, title or interest from Customer or Customer's licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.
- 6.4. Customer Data. Subject to the limited rights granted by Customer hereunder, Company acquires no right, title or interest from Customer or Customer's licensors under this Agreement in or to Customer Data, including any intellectual property rights therein.
- 6.5. Admin User Access. Customer understands and agrees that selected Company technical and customer support personnel may require access to the Customer Org and the Customer Data through the normal course of providing customer support and system administrative services. Customer hereby consents to such access.
- 6.6. Suggestions. Company shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service or other products and services any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the operation of the Service.

## 7. Confidentiality.

- 7.1. Definition of Confidential Information. As used herein, "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information shall include, without limitation, Customer Data; Company Confidential Information shall include, without limitation, the Services, the source code, the data schema and all proprietary information, intellectual property and intellectual property rights contained in the foregoing; and Confidential Information of each party shall include, without limitation, the terms and conditions of this Agreement and all Order Forms, as well as such party's business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 7.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party shall (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of the Disclosing Party's and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.
- 7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prompt notice of such compelled disclosure prior to making such disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## 8. Warranties & Disclaimers.

- 8.1. Warranties by Company. Company warrants that (i) Company has validly entered into this Agreement and has the legal power to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) subject to Section 4.3 (Integration with Non-Company Services), the functionality of the Services will not be materially decreased during a subscription term, and (iv) Company will use commercially reasonable methods to prevent the transmission of Malicious Code to Customer by Company, provided that it will not be a breach of this Section if Customer or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, the exclusive remedy shall be as provided in Section 11.4 (Refund or Payment upon Termination) below.
- 8.2. Warranties by Customer. Customer warrants that (i) Customer has validly entered into this Agreement and has the legal power to do so and (ii) Customer has all rights necessary to use the Customer Data as contemplated herein and Customer's and each User's use of the Customer Data with the Services will not infringe or misappropriate any third party rights.
- 8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 8.4. Non-GA Services. From time to time Company may invite Customer to try, at no charge, Company's products or services that are not generally available to Company customers ("**Non-GA Services**"). Customer may accept or decline any such trial in Customer's sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, nonproduction or by a





description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. NON-GA SERVICES ARE NOT CONSIDERED "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. Company may discontinue Non-GA Services at any time in Company's sole discretion and may never make them generally available.

## 9. Indemnity

- 9.1. Indemnification by Company. Company shall defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "**Claim Against Customer**"), and shall indemnify Customer for any damages, attorney fees and costs of Customer as a result of, and for amounts paid by Customer under a judgment, or court approved settlement of, a Claim Against Customer; provided that Customer (i) promptly give Company written notice of the Claim Against Customer (provided that the failure to give prompt notice shall not relieve Company of its obligations pursuant to this Section 9.1 except and only to the extent that Company's ability to defend such Claim Against Customer is materially prejudiced as a result of such failure); (ii) give Company sole control of the defense and settlement of the Claim Against Customer (provided that Company may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability); and (iii) provide to Company all reasonable assistance, at Company's expense. In the event of a Claim Against Customer, or if Company reasonably believes the Services may infringe or misappropriate a third party's intellectual property rights, Company may in its sole discretion and election and at no cost to Customer (a) modify the Services so that they no longer infringe or misappropriate, which shall not be considered a breach of any warranties under this Agreement, (b) obtain a license for continued use of the Services in accordance with this Agreement, or (c) terminate User subscriptions for such Services and refund to Customer any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of such termination.
- 9.2. Indemnification by Customer. Customer shall defend Company against any claim, demand, suit or proceeding made or brought against Company by a third party alleging that Customer Data, or Customer's or Users' use of the Services not in accordance with the terms of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against Us**"), and shall indemnify Company for any damages, attorney fees and costs of Company as a result of, or for any amounts paid by Company under a judgment, or court-approved settlement of, a Claim Against Us; provided that Company (a) promptly gives Customer written notice of the Claim Against Us (provided that the failure to give prompt notice shall not relieve Customer of its obligations pursuant to this Section 9.2 except and only to the extent that Customer's ability to defend such Claim Against Us is materially prejudiced as a result of such failure); (b) gives Customer sole control of the defense and settlement of the Claim Against Us (provided that Customer may not settle any Claim Against Us unless the settlement unconditionally releases Company of all liability); and (c) provides to Customer all reasonable assistance at Customer's expense.
- 9.3. Exclusive Remedy. Section 9 (Indemnity) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

## 10. Limitation of Liability.

- 10.1. Limitation of Liability. EXCEPT IN THE EVENT OF A BREACH OF OBLIGATIONS SET FORTH IN SECTION 5 (FEES AND PAYMENT), SECTION 6 (PROPRIETARY RIGHTS), SECTION 7 (CONFIDENTIALITY) OR SECTION 9 (INDEMNITY), NEITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY COMPANY HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT.
- 10.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 11. Term & Termination.

- 11.1. Term of Agreement. This Agreement commences as of the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or have been terminated. If the Services are provided to Customer by the Company for a free trial period and Customer does not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period.
- 11.2. Subscription Term. User subscriptions purchased by Customer commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all User subscriptions shall automatically renew for additional terms equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior subscription term unless Company has given Customer written notice of a pricing increase before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.
- 11.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 10 days written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 11.4. Refund or Payment upon Termination. Upon any termination by Customer for cause in accordance with Section 11.3, Company shall refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any





termination by Company for cause in accordance with Section 11.3, Customer shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Company for the period prior to the effective date of termination.

11.5. Surviving Provisions. Section 5 (Fees and Payment), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Indemnity), 10 (Limitation of Liability), 11.4 (Refund or Payment upon Termination), 11.5 (Surviving Provisions) and 13 (General Provisions) shall survive any termination or expiration of this Agreement.

## **12. Further Contact.**

12.1. Company may contact Customer regarding new Company service features and offerings.

## **13. General Provisions.**

13.1. Export Compliance. The Services, other technology Company makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use Services in or from a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation.

13.2. Anti-Corruption. Customer warrants that its employees have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Company's employees or agents in connection with this Agreement. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify the Company.

13.3. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

13.4. No Benefit to Others. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the parties and their respective successors and permitted assigns, and they are not to be construed as conferring any rights on any other persons, unless otherwise stated herein.

13.5. Notices. All notices under this Agreement shall be in writing and shall be delivered to the addresses notified by the parties to each other by a means evidenced by a delivery receipt, by facsimile or by email. Notice shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) 48 hours after sending by confirmed facsimile; or (iv) 48 hours after sending by email. Notices to Company shall be addressed to the attention of its CEO. Notices to Customer are to be addressed to the Customer at the address provided by the Customer at the beginning of this Agreement.

13.6. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

13.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

13.8. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement together with all rights and obligations hereunder, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.9. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of California, without reference to rules regarding conflicts of laws. Any dispute arising out of this Agreement shall be submitted to a state or federal court sitting in San Francisco, California, which shall have the exclusive jurisdiction regarding the dispute and to whose jurisdiction the parties irrevocably submit.

13.10. Entire Agreement. This Agreement, including all exhibits and addenda hereto, along with all Order Forms executed hereunder, constitute the entire agreement between the parties as to its subject matter, and supersede all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

13.11. Counterparts. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

[Signature page follows]



IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date:

**COMPANY**

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

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

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

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

**CUSTOMER**

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

Print Name: Dr. Celia Esposito-Noy

Title: Superintendent/President

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

EXHIBITS: Exhibit A - Order Form & Exhibit 1 Program specifics



ORDER FORM

\*\*\*Order Forms should be emailed directly to the Company Account Executive\*\*\*

Company Name	Solano Community College District
Bill to Address	4000 Suisun Valley Road
Bill to City/State/Zip	Fairfield, CA 94354
Org ID (Salesforce)	
Website	
Contact Name	Charles Eason
Email Address	charles.eason@solano.edu
Phone Number	(707) 863-7846

PAYMENT TERMS

Start Date	October 1, 2016
Subscription Term	One (1) year initial term; automatic one (1) year renewals after each term, unless terminated in accordance with the Agreement
Payment Method	Invoice
Payment Terms	Prior to commencement of Services for initial term; net 30 days for all renewal terms.
Billing Frequency	Annual
Notes	Please see suggested language below

Products

Description	Quantity	Sales Price (USD) Per year	Total Price (USD)
Ideator Private Community	1	\$6,500	\$6,500.00
- Domain name to be selected			
<b>TOTAL (USD)</b>			<b>\$6,500.00</b>

Customer Approval

Signature	Print Name Dr. Celia Esposito-Noy
Title Superintendent/President	Date

Note: Sales tax will be added if applicable.



## **Addendum 1 – Program Specifics (draft 9/23/16)**

***Ideator to work with Small Business Sector Project Coordinator for the Business Pitch Competition, to develop and provide a branded platform for conducting the “Get a Taste of Success Business Pitch Competition” which will consist of a regional business pitch competition that rolls up to a statewide business pitch competition:***

- Provide ten branded regional Ideator Collections Pages (one for each DSN Region) where students can upload their PowerPoint Pitch Deck and Two Minute Elevator Pitch Video links (Youtube or Vimeo). There will be two divisions. One for high school teams and one for Community College Teams with a provision to collect these separately or have them select which division they are submitting.***
- Provide mechanism for judges to view or review the submissions. This could consist of providing a way to upload a scoring rubric for each submission that is filled out offline (rubric provided by Small Business Sector) or a way to enter scores online similar to ReviewR.com.***
- Platform will be ready to accept submissions by January 1, 2016 with regional competitions planned to wrap up by April and statewide competition to wrap up by June***

***Period of Performance: October 20, 2016 – June 30, 2017***

***Price: \$6,500***

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

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

**SUBJECT:** **SERVICE AGREEMENT BETWEEN SOLANO  
COMMUNITY COLLEGE DISTRICT AND GYM  
DOCTORS (NEW)**

**REQUESTED ACTION:**

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

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**SUMMARY:**

Board approval is requested for a service agreement between Solano Community College District and Gym Doctors for monthly preventive maintenance service on all equipment in the facilities used by our Kinesiology and Athletics classes (Bldg. 1700). The scope of the work includes one visit every month and additional service approved service calls as needed, and will include a safety inspection and test-run, manufacturer-recommended maintenance and tune-up based on usage, and most minor repairs (as needed).

(CONTINUED ON THE NEXT PAGE)

**STUDENT SUCCESS IMPACT:**

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

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<i>Ed. Code:</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$3,500</i>
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<b>SUPERINTENDENT'S RECOMMENDATION:</b>	<input checked="" type="checkbox"/> <b>APPROVAL</b>	<input type="checkbox"/> <b>DISAPPROVAL</b>
	<input type="checkbox"/> <b>NOT REQUIRED</b>	<input type="checkbox"/> <b>TABLE</b>

---

Robert Gabriel, Dean  
School of Health Sciences

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7108

**TELEPHONE NUMBER**

Virginia Guleff  
Interim Vice President, Academic Affairs

**VICE PRESIDENT APPROVAL**

October 7, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

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October 7, 2016

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**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: SERVICE AGREEMENT BETWEEN SOLANO  
COMMUNITY COLLEGE DISTRICT AND GYM  
DOCTORS (NEW)**

**SUMMARY:**

(CONTINUED FROM THE PREVIOUS PAGE)

This equipment is used daily by students and athletes and must be properly and regularly maintained for peak performance and to protect us against liability issues. The specific terms of the contract reflect necessary and cost-effective improvements.

This service would commence in October, 2016, following Board approval, and continue through the end of Academic Year 2017. Estimated expenses for this period are 8 months of monthly preventive maintenance @ \$240.00 per month; one initial preventive maintenance visit @ \$640.00 (one-time only); and \$1,000 to cover parts and possible additional unanticipated fees. The Service Agreement presented by Gym Doctors is attached.

## Service Agreement

The exercise facility at:

September 21, 2016

Solano Community College (“Client”)  
 4000 Suisun Valley Road  
 Fairfield, CA 94534

Services to be performed by Gym Doctors hereunder are as follows:

### **Monthly preventive maintenance service:**

One visit every month, 3.0 man-hours each visit, to be billed after completion of work at the rate of \$240 per visit, plus parts (if any). Parts may be provided by the facility.

Any other additional approved service calls will be billed at the discounted contract rate of \$80 per hour plus a \$40 travel charge, with a one-hour minimum service fee.

Work performed during visits will be based on communication with Client’s primary contact person and /or the on-site maintenance log book. If any, broken items, or machines in question will be checked and serviced first. The remaining time (if any) will be spent on performing preventive maintenance or any other specific related service requested by the facility.

PM steps for each machine include:

- safety inspection and a test-run
- any manufacturer recommended maintenance and tune-up based on usage.
- most minor repairs (if needed)

The initial preventive maintenance visit will be for a total of 8.0 man-hours (\$640). After the initial visit, customer will be provided with a spreadsheet listing all equipment, years of life and when the equipment will need to be replaced.

### **Equipment list** (hereinafter referred to as “Equipment”):

#### Cardio equipment:

See Attachment A

#### Weight equipment:

See Attachment A

September 21, 2016

### General terms and conditions

Gym Doctors (an independent contractor) and Client enter into this Service Agreement (the "Agreement") as described below.

1. Purpose: The purpose of this Agreement is preventive maintenance ("PM"), to keep Equipment in proper working order while extending the life of Equipment and to reduce any costs and down time associated with repairs. Gym Doctors' services include (in addition to those items specified above) the manufacturers' recommended inspection and routine maintenance (adjustments, calibration, lubrication & interior cleaning) of the Equipment on as many items as realistically possible within the amount of service time that Client has purchased from Gym Doctors.
2. Equipment: It is at Gym Doctors' reasonable discretion to determine whether any piece of exercise Equipment located at Client's facility is in suitable condition to be covered by the terms of this Agreement after Gym Doctors' initial inspection. Gym Doctors will determine the overall condition and wellness of each piece of Equipment. If repairs are necessary in order to bring the Equipment up to suitable operating condition for coverage under this Agreement, Client shall pay for all labor, parts and materials for any such repairs and adjustments. Gym Doctors will notify Client in writing for approval prior to performing any such work.
3. Preventive Maintenance: A Gym Doctors technician will perform the PM on the Equipment located at Client's fitness facility during the mutually agreed upon scheduled intervals as stated on the cover page during the term of this Agreement. Client shall allow full access for Gym Doctors' technicians to enter Client's fitness facility where the PM is to be performed. Client's primary contact person shall notify the Gym Doctors technician prior to or at the time of his arrival of any problems Client maybe having with the Equipment. If a primary contact or a communication log is not available, the technician will perform a speedy evaluation of the Equipment and will begin the PM service as he deems necessary.

Written approval by Administrative Assistant or Purchasing only. The equipment Manager does not have the authority to authorize parts repairs. If such repairs are covered by a manufacturer's warranty, then Gym Doctors shall make the appropriate repairs and invoice the cost of repair charges (including parts, or labor, or both) to such manufacturer warranting coverage of the Equipment. In the event such a manufacturer doesn't pay Gym Doctors the full amount due and owing for such repair work, then Client shall be responsible for the difference between such amounts and the amounts paid, if any, by such manufacturer to Gym Doctors.

Gym Doctors shall maintain a stock of replacement parts that in its judgment is appropriate to provide reasonable PM of the Equipment. Gym Doctors shall use original equipment manufacturer ("OEM") replacement parts or parts of equal or greater quality in performing PM and repairs. Gym Doctors reserves the right to discontinue service on any piece of Equipment if it determines that it is unsafe for usage and no longer repairable due to excessive wear and tear, age, parts obsolescence, or any other appropriate factor.

4. Warranty and Remedies: Gym Doctors shall perform PM and requested repair services in a professional manner conforming to generally accepted industry standards. Client must report any deficiencies in the PM and/or the requested repair services to Gym Doctors within a reasonable time not to exceed 30 days after the work was performed. In the event Gym Doctors receives such notice from Client, then Gym Doctors shall re-perform the work. If Gym Doctors is unable to re-perform the work as warranted, Client shall be entitled to recover the fees paid to Gym Doctors for the deficient work.
5. Limitation of Liability: The extent of Gym Doctors' inspection is visual and/or limited on-site electrical and mechanical testing. Gym Doctors does not perform any radar or sonar testing for hidden damage, or perform complete system electronic bench testing as part of this service. Therefore, Gym Doctors cannot determine and report all Equipment damage or hazards at the time of service.

This is not a guaranty or warranty contract and makes no claims expressed or implied regarding prevention of Equipment breakdown. Gym Doctors is not responsible and shall not be held liable for any injury or property damage arising from misuse, neglect, or normal wear and tear of any Equipment or part. The only warranties applicable with respect to any part or accessory provided by Gym Doctors, unless otherwise noted, is the manufacturer's original warranty. If Client chooses to be added to our general liability insurance policy as an "additional insured", there will be an additional \$150 annual fee.



September 21, 2016

In no event shall either party, its officers, directors, employees and agents be liable for any incidental, consequential, punitive or special damages, lost profits or any other indirect damages, even if such party, its officers, directors, employees and agents have been advised of the possibility of such damages. Each party's cumulative liability under any and all provisions of this Agreement to the other party or any third parties shall be limited to the total amount actually paid by Client to Gym Doctors.

6. Indemnification: Client shall indemnify, defend and hold harmless Gym Doctors, its officers, directors, employees and agents from and against any and all actions or proceedings, all claims, losses, damages, liabilities, and expenses (including attorney's fees and costs) arising out of or in connection with the condition or use by any person of the Equipment or other Equipment or services provided by Client, except to the extent that a personal injury or property damage was caused by or resulted directly from the gross negligence or willful misconduct of Gym Doctors in the performance of PM services under the Agreement.

7. Payment: Client agrees to pay the specified amount for each visit on a net-30 basis after completion of service visit and receipt of a valid invoice or according to invoice terms. If Client fails to make payments as specified, Gym Doctors may, at its discretion, terminate this Agreement or stop rendering all services until Client has paid in full. In the event Gym Doctors employs a collection agency or other entity to collect amounts due and owing from Client to Gym Doctors, then Client shall bear all expenses resulting from such collection agency or entity including, but not limited to, attorney fees, courier charges, etc.

8. Term: As part of this Agreement, the service term will begin October 19, 2016 and end on June 30, 2017. Thereafter, unless specified or requested otherwise, this Agreement will remain in effect until terminated by either party on thirty (30) days written notice to the other party. Any changes in Gym Doctors' pricing must be mutually agreed upon in writing by both parties prior to becoming effective.

Either party may terminate this contract for cause upon thirty (30) days written notice to the other party provided that the breaching party does not cure within such thirty (30) day period, provided that Client will pay for services rendered and for expenses incurred by Gym Doctors before the effective date of termination. Cause for termination shall include, but not limited to, breach of material obligation, bankruptcy or insolvency, or failure to pay. Sections 5, 6, 7, 10, 12, 13 and 15 shall survive any termination or expiration of this agreement.

9. Early Termination Clause: Deleted.

10. Non Solicitation Clause: Deleted.

11. Safety: Client hereby agrees and acknowledges that it has the sole responsibility to operate the exercise Equipment in a safe manner including compliance with any and all of the Equipment manufacturers operating and safety requirements. This includes but is not limited to adhering to Equipment manufacturers operating guidelines and recommended use for the Equipment and any recommended or required clearance around such Equipment whether specified or not.

12. Conduct: Gym Doctors and its employees shall at all times comply with Client's policies and procedures for personnel on Client's premises. Gym Doctors shall not engage in any activity on Client's premises other than the services for which Gym Doctors is engaged hereunder.

13. Jurisdiction: This agreement shall be deemed to have been executed in the state of California and governed, construed, and the legal relations of the parties shall be determined in accordance with the laws of the state of California. The parties hereby agree, for purposes of judicial resolution of disputes concerning this agreement, to submit the matter and themselves to the jurisdiction of the superior court of Alameda County California, or to the federal court of San Francisco, whichever is the competent authority for such dispute.

14. Entire Agreement; Modification: This Agreement sets forth the entire agreement between the parties on the subject matter hereof and supersedes all prior proposals, agreements, and representations between them whether written or oral. This Agreement supersedes any conflicting terms in any purchase order or other document submitted by Client whether or not formally rejected by Gym Doctors. This Agreement may be changed only in writing signed by both parties.

September 21, 2016

15. Severability; Waivers: If any provision of this agreement is held to be illegal, unenforceable or void, then all other provisions shall remain in affect. No failure of either party to enforce any provision of this agreement shall be construed as a waiver of that or any other provision. Each party agrees to a waiver of consequential damages for any claim arising from this agreement or following termination of this agreement.

16. Counterparts and Fax Signatures: This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute but one and the same instrument. A copy of either party's signature to this Agreement sent by fax or email transmission shall be deemed an original manual signature of this Agreement.

Effective date: \_\_\_\_\_

Accepted by:

Client (company): Solano Community College

Print name: Celia Esposito-Noy, Ed.D.

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

Title: Superintendent-President

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

**GYM DOCTORS**

Print name: Daniel Daneshva

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

Title: President

Date: 09/21/16

September 21, 2016

### Attachment A: Equipment List

#### **Cardio Equipment:**

##### Room 1771 (Adaptive PE):

1 Cateye EC-T220 treadmill  
1 Flexiciser PMTD  
2 Lifefitness ellipticals  
2 Lifefitness treadmills  
2 Monark 827e bikes  
2 Precor recumbent bikes  
2 Saratoga Cycle hand bikes  
2 VitaGlide upper body gliders

##### Room 1704 (Cardio Room):

10 Lifefitness ellipticals  
8 Lifefitness recumbent bikes  
6 Lifefitness steppers  
4 Lifefitness treadmills  
9 Lifefitness upright bikes

##### Room 1705 (Circuit Training Room):

1 Stepmill 7000PT  
2 Tectrix recumbent bikes  
4 Tectrix 3000 steppers

##### Room 1756 (Sports Med Room):

2 Lifefitness recumbent bikes  
1 Lifefitness upright bike

##### Room 1775 (Weight Training Room):

1 Lifefitness recumbent bike  
1 Lifefitness upright bike

#### **Weight Equipment:**

##### Room 1771 (Adaptive PE):

1 Equalizer 1000 multi-stack weight machine

##### Room 1705 (Circuit Training Room):

1 BodyMasters ab-crunch machine  
1 BodyMasters arm-curl machine  
1 BodyMasters chest-press bench  
1 BodyMasters dip machine  
1 BodyMasters leg-press machine  
1 BodyMasters low-back machine  
1 BodyMasters low-row machine  
2 BodyMasters Master Trainer multi-stack machines  
1 BodyMasters rotary torso machine  
1 BodyMasters shoulder press machine

##### Room 1756 (Sports Med Room):

1 Precor stretch station  
1 Quantum Total-Power therapy machine  
1 Shuttle MVP

##### Room 1775 (Weight Training Room):

1 BodyMasters adjustable sit-up bench  
1 BodyMasters cable cross 10 stack jungle gym  
2 BodyMasters chest-press benches  
1 BodyMasters chest-press plate loaded  
1 BodyMasters chin/dip machine  
1 BodyMasters lat-pull plate loaded  
1 Full cage  
2 Half cages  
3 Hyper extension benches

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

**TO:** Members of the Governing Board

**SUBJECT:** REQUEST FOR APPROVAL OF CURRICULUM ITEMS AS SUBMITTED BY THE CURRICULUM COMMITTEE, A SUBCOMMITTEE OF THE ACADEMIC SENATE

**REQUESTED ACTION:**

Information OR  Approval  
 Consent OR  Non-Consent

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**SUMMARY:**

During the Fall 2016 semester in the months of September and October, 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.

**STUDENT SUCCESS IMPACT:**

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

*Ed. Code: Title 5, Chapter 6, subchapter 2, beginning with §55100 Board Policy: 6100 Estimated Fiscal Impact: N/A*

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

Virginia Guleff  
Interim Vice President Academic Affairs

---

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

---

**ADDRESS**

(707) 864-7102

---

**TELEPHONE NUMBER**

Virginia Guleff  
Interim Vice President, Academic Affairs

---

**VICE PRESIDENT APPROVAL**

October 7, 2016

---

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

---

**CELIA ESPOSITO-NOY, Ed.D.**  
Superintendent-President

---

October 7, 2016  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF  
CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the Fall 2016 semester in the months of September and October, 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.

**COURSE MODIFICATIONS**

<b>Course</b>	<b>Modifications</b>	<b>Class Max</b>
(CP16-128) PSYC 020 Personal and Social Behavior	Distance Education, method of instruction, Description, Objectives, Assessment, assignments	35
(CP16-129) ART 011 Survey of Modern Art	Distance Education, course advisory, description, assessment, textbook	40
(CP16-130) BIO 002 Cell and Molecular Biology	Curriculum review, C-ID alignment, title. description, objectives, content, textbook	30
(CP16-131) BIO 003 Evolution, Ecology & Biodiversity	Curriculum review, C-ID alignment, prerequisite(s), objectives, assessment, content, textbooks	30
(CP16-132) BIO 004 Human Anatomy	Curriculum review, course advisory, assessment, content, textbooks	24
(CP16-133) CHEM 160 Introductory Chemistry	Curriculum review, objectives, assessment, textbooks	28
(CP16-134) CHEM 010 Intermediate Chemistry	Curriculum review, prerequisites, objectives, assessment, textbooks	28
(CP16-135) LS 102 Learning Skills Strategies	Instructional method, assessment, content, textbooks	17
(CP16-136) LS 301B Reading Strategies	Instructional method, assessment, textbooks	17
(CP16-137) LS 306A Spelling Strategies	Instructional method, assessment, textbooks	17
(CP16-138) LS 306B Spelling Strategies	Instructional method, assessment, textbooks	17

**NEW COURSES**

None

**NEW PROGRAMS:**

(CB16-139) Biology Associate of Science for Transfer

**PROGRAM MODIFICATIONS:**

None

**PROGRAM DELETIONS:**

None

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

**TO:** Members of the Governing Board  
**SUBJECT:** ASSOCIATED STUDENTS OF SOLANO COLLEGE (ASSC)  
2016-17 BUDGET

**REQUESTED ACTION:**

Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

Governing Board Policy 5515, *Associated Students Finance*, specifies that the Associated Students of Solano College (ASSC) budget shall be adopted as provided for in the Constitution of the ASSC and shall be presented to the Governing Board for review and informational purposes. The funds of the ASSC shall be deposited, loaned, or invested in one or more of the ways authorized by law, and shall be subject to an annual audit.

**STUDENT SUCCESS IMPACT:**

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

*Ed. Code: ECS 76063-76065 Board Policy: 5515 Estimated Fiscal Impact: N/A*

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

Gregory S. Brown  
Vice President, Student Services

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7173

**TELEPHONE NUMBER**

Gregory S. Brown, Student Services  
**VICE PRESIDENT APPROVAL**

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

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

ASSC BUDGET	Proposed FY 2015-16	2015-2016 Actuals	Provisional 16-17
<b>REVENUE</b>			
Income			
8820 Contributions, Gifts, Grants & Endowments			
Inactive Club Funds			
Special Events Income	300.00	0.00	300.00
<b>8820 Contributions, Gifts, Grants &amp; Endowments Total</b>	<b>300.00</b>	<b>0.00</b>	<b>300.00</b>
8840 Sales & Commissions			
Event Admission	100.00	0.00	
Vending- Soft drink	7,000.00	6,198.93	7,000.00
Vending - Snacks	9,000.00	7,418.93	7,500.00
Vending/Canteen - Vacaville Center	2,000.00	2,774.08	2,500.00
Vending - Vallejo Center	200.00	840.53	2,500.00
<b>8840 Sales &amp; commissions Totals</b>	<b>18,300.00</b>	<b>17,232.47</b>	<b>19,500.00</b>
<b>88603 Interest / Savings</b>	<b>900.00</b>	<b>1,531.63</b>	<b>1,500.00</b>
<b>8982 Bookstore Donation *</b>	<b>20,000.00</b>	<b>0.00</b>	<b>20,000.00</b>
<b>8885 Other Student Fees - ID Cards</b>	<b>10,500.00</b>	<b>10,988.00</b>	<b>9,000.00</b>
8890 Other Local			
Vendor Income	2,000.00	4,474.88	4,000.00
<b>8890 Other Local Totals</b>	<b>2,000.00</b>	<b>4,474.88</b>	<b>4,000.00</b>
88909 Prior Year Revenue Adjustment			
<b>TOTAL REVENUE</b>	<b>52,000.00</b>	<b>34,226.98</b>	<b>54,300.00</b>
<b>EXPENSES</b>			
4400 Instr'l Supplies & Materials			
Instr'l Supplies & Materials - Food (Admin)	100.00	0.00	50.00
Instr'l Supplies & Materials - Retreat Food (Sponsored/Spec Events)	50.00	0.00	700.00
<b>4400 Instr'l Supplies &amp; Materials Totals</b>	<b>150.00</b>	<b>261.31</b>	<b>750.00</b>
4500 Noninstruct Supplies & Materials			
Office Supplies (General)	1,000.00	2,455.10	2,000.00
Office Supplies (Admin) - Office Depot	1,000.00	1,097.06	1,500.00
Office Supplies (Sponsored/Spec Events)	500.00	47.58	500.00
Office Supplies (ID Cards) ( <i>blank card purchasing</i> )	250.00	90.00	200.00
Office Supplies (Student Development) - Pantry	250.00	0.00	250.00
<b>4500 Noninstructional Supplies &amp; Materials Totals</b>	<b>3,000.00</b>	<b>3,689.74</b>	<b>4,450.00</b>
<b>ASSC BUDGET</b>			
4600 Printing & Copying			
Printing & Copying (General)	100.00	186.67	100.00

Printing & Copying (Sponsored/Spec Events)	250.00	197.25	200.00
Copier Supplies	200.00	70.25	200.00
<b>4600 Printing &amp; Copying Totals</b>	<b>550.00</b>	<b>454.17</b>	<b>500.00</b>
<b>4622 Copying Contra</b>		<b>44.40</b>	
<b>5110 Personal Services/Consultants</b>	<b>500.00</b>	<b>338.85</b>	<b>500.00</b>
<b>5210 Employee (ADVISOR )Travel &amp; Conference</b>	<b>800.00</b>	<b>0.00</b>	<b>800.00</b>
<b>5220 Mileage Reimbursement</b>	<b>250.00</b>	<b>14.26</b>	<b>250.00</b>
5230 Travel & Conference		1,946.98	
Conference Reimbursement			
Executive Board Traveling			
GA Registration			
GA Meals/Lodging			
GA Conference Reimbursement/nt/mileage			
CCCSAA Lodging			
CCCSAA Registration			
SSSCC Lodging			
SSSCC Meals			
ASSC Fall Retreat			
Total Executive Board Traveling			
<b>5230 Travel &amp; Conference Totals</b>	<b>7,500.00</b>	<b>1,946.98</b>	<b>13,000.00</b>
<b>5240 On/Off Campus Events</b>	<b>7,500.00</b>	<b>3,419.53</b>	<b>8,500.00</b>
Event Co-Sponsorship	-	0.00	2,000.00
<b>5300 Membership Dues</b>	<b>100.00</b>	<b>572.00</b>	<b>600.00</b>
<b>5610 Rentals/Leases (Copier)</b>	<b>500.00</b>	<b>0.00</b>	<b>200.00</b>
<b>5620 Repair &amp; Maintencnce (ID Printer Warr)</b>	<b>500.00</b>	<b>1,682.08</b>	<b>200.00</b>
<b>5740 Election Costs</b>	<b>900.00</b>	<b>564.74</b>	<b>800.00</b>
<b>5795 Advertising</b>	<b>-</b>	<b>0.00</b>	<b>0.00</b>
<b>5799 Other Operational Costs</b>		<b>0.00</b>	<b>0.00</b>
<b>5810 Bank Service Charges</b>	<b>2,000.00</b>	<b>3,065.33</b>	<b>2,500.00</b>
<b>6120 Site Improvement - Campus Enrichment Plan</b>	<b>5,000.00</b>	<b>0.00</b>	<b>5,000.00</b>
<b>6410 Office Equipment (\$200-\$4999.99)</b>	<b>-</b>	<b>401.81</b>	<b>0.00</b>
<b>6430 Office Equipment (5000 and up)</b>	<b>1,500.00</b>	<b>0.00</b>	<b>2,000.00</b>



<b>7300 Funding Assistance (Interfund Transfer Out)</b>		<b>3,377.00</b>	
General Support			
General Donations	200.00	0.00	200.00
Water Refill Station Support		0.00	1,500.00
Dance Production			1,000.00
Capital Improvement Donations	200.00	0.00	200.00
MLK Annual Event	250.00	0.00	250.00
Veterans Day Celebration		0.00	200.00
ASSC Sponsorship	-	0.00	0.00
<b>7300 Funding Assistance (Interfund Transfer Out)</b>	<b>650.00</b>	<b>3,377.00</b>	<b>3,350.00</b>
733501 Library Donation	200.00	0.00	200.00
733502 Special Trust			
Contribution to PE Gen Fund - Banquet	1,750.00	1,750.00	1,750.00
Contribution to Athletic Training	500.00	500.00	500.00
Civil Rights Trust	750.00	0.00	750.00
<b>733502 Special Trust Totals</b>	<b>3,000.00</b>	<b>2,250.00</b>	<b>3,000.00</b>
733503 Club Funds Assistance			
Club Seed Money	4,000.00		4,000.00
Departmental Funding Requests	5,000.00		6,000.00
Club Funding Requests	5,000.00		6,000.00
Inter-Club Council Appreciation Luncheon	400.00		400.00
<b>733503 Club Funds Assistance Totals</b>	<b>14,400.00</b>	<b>0.00</b>	<b>16,400.00</b>
7520 Student Scholarship- SCC Scholarship Foundation Endowment			
Leadership Scholarship	500.00	0.00	500.00
Academic Scholarship	500.00	0.00	500.00
<b>7520 Student Scholarships Totals</b>	<b>1,000.00</b>	<b>0.00</b>	<b>1,000.00</b>
7600 Other Student Aid			
ASSC Emergency Book Loan - Vendor Income		0.00	0.00
ASSC Emergency Book Loan - Fin. Aid Book	5,000.00	1,432.41	6,000.00
Students Helping Students Book Grants	8,000.00	1,810.30	3,000.00
<b>7600 Other Student Aid Totals</b>	<b>13,000.00</b>	<b>3,242.71</b>	<b>9,000.00</b>
<b>TOTAL EXPENDITURES</b>	<b>63,000.00</b>	<b>25,324.91</b>	<b>75,000.00</b>
<b>SURPLUS/ DEFICIT (=Revenue - Expenditure)</b>	<b>(11,000.00)</b>	<b>8,902.07</b>	<b>(20,700.00)</b>
<b>CONTINGENT RESERVE</b>			
<b>7900 Reserve for Contingency</b>	<b>150,218.00</b>	<b>145,365.58</b>	<b>145,365.58</b>
<b>TOTAL BUDGET FUND</b>			

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

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

**SUBJECT:** **REVISED STRATA INFORMATION GROUP (SIG) FOR  
FINANACIAL AID BANNER CONSULTANT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for a revised Statement of Work with Strata Information Group (SIG) for developing and enhancing Banner Financial Aid processes. Improving productivity for federal student aid application processing, fund origination and disbursement. In addition to assistance with new year aid roll, direct loan and campus-based programs. The Statement of Work was originally presented to and approved by the Board of Trustees on May 18, 2016.

A copy of the revised Statement of Work is attached.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: 38,480.00</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Gregory S. Brown  
Vice President, Student Services

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7173

**TELEPHONE NUMBER**

Gregory S. Brown, Student Services

**VICE PRESIDENT APPROVAL**

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

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



**Strata Information Group**  
**Statement of Work (SOLANO-SOW103-FINAID1617-REV1)**  
**September 22, 2016**

**Solano Community College District**

**Banner® Financial Aid Support (2016-2017)**  
**REVISED**

Under the terms of the Agreement dated July 1, 2013, Strata Information Group (SIG) will provide consulting services for the staff of Solano Community College District (SCCD) as directed, to perform the following work.

**Description of Work:**

SIG will provide a Financial Aid specialist to provide three weeks of on-site support for the 2016 – 2017 fiscal year.

**Revision 1:**

Revised original SOW to provide a total of four (4) weeks of on-site support to existing project.

**Proposed Services:**

Tasks	Hours
Functional and technical consulting service	176 - 192
<b>Total Hours Range:</b>	<b>176 - 192</b>

**Summary of Estimated Costs:**

Labor Range:	Travel Expenses:	Total Cost Range:
\$29,040 - \$31,680	\$6,800 (4 trips)	\$35,840 - \$38,480

**Notes:**

- Rate: \$165/hour for on-site and remote delivered services through June 30, 2017; rates may increase by \$5/hour effective July 1, 2017, and on each subsequent year.
- SIG will invoice only for the consulting hours and travel expenses actually used.
- The hours' estimate includes project management, preparation time, travel time, on-site and remote labor, and the development of trip reports.
- Approximate hours and costs are based on the estimated tasks to complete this project as described in the attached "General Outline of Services." This may vary based on the assumptions listed and changes in SCCD's needs.
- Travel expenses, if applicable:
  - Travel time is capped at 8 hours per trip.
  - Travel expenses are estimated at \$1,700 per consultant, per trip.
  - SIG will make every attempt to reduce travel costs, including coach airfares and the use of the client's recommended lodging.
- Costs exclude all state taxes, if applicable.
- SIG will invoice for meals and incidental expenses on a per diem basis. Receipts will not be provided. Per diem rates are generally based on GSA guidelines. Per diem rates are: \$46 per full on-site day \$23 per partial day

For Solano Community College District:

For Strata Information Group:

Maureen Mason-Muyco  
Interim Director of Financial Aid

Date

DocuSigned by:  
  
 5B8F9C55A1684B6...

Henry A. Eimstad  
President

Sep-22-2016

Date

## **General Outline of Services**

These services are subject to change depending on SCCD's priorities, needs, and availability of staff and systems.

### **SIG assumptions and access requirements to be provided by SCCD, as applicable:**

- Provide a designated, single point of contact for SIG staff to coordinate planning and logistical needs
- Provide secure local and remote access to all required systems, software tools, or applications as required with the most current data available for SIG staff access
- Assist with installation and configuration of necessary hardware and software agreed upon prior to SIG beginning its work
- Provide existing documentation as determined in initial conference calls
- Provide access to IT staff, key functional users, or other staff as needed in a timely manner throughout the engagement
- Provide timely technical support to the SIG consultant(s) when needed; SIG's ability to perform requires timely support from the SCCD staff
- Advise SIG of vacations, holidays, hardware maintenance, planned power outages, or other scheduled activities that would impact delivery of service

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

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

**SUBJECT:** **2016-17 LOCAL AGREEMENT FOR CHILD  
DEVELOPMENT TRAINING CONSORTIUM**

**REQUESTED ACTION:**

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

**SUMMARY:**

The Child Development Training Consortium (CDTC) administered through the Yosemite Community College District has approved a local agreement for stipends and a textbook loan program for early childhood education classes at Solano Community College. The maximum reimbursable amount awarded to Solano Community College District is \$15,000. SCC will reimburse students a stipend for courses completed with a “C” or above, excluding P.E. or work experience classes that are not related to child development. Sabrina Drake will serve as coordinator for this project.

**STUDENT SUCCESS IMPACT:**

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

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

Gregory S. Brown  
Vice President, Student Services

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7173

**TELEPHONE NUMBER**

Gregory S. Brown, Student Services

**VICE PRESIDENT APPROVAL**

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

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**CHILD DEVELOPMENT TRAINING CONSORTIUM  
2016-2017 INSTRUCTIONAL AGREEMENT  
AGREEMENT NUMBER 16-17 - 2502**

This Agreement is made and entered into this 1<sup>st</sup> day of September, 2016, by and between the Yosemite Community College District, Child Development Training Consortium, hereafter called the **YCCD/CDTC, Solano Community College District for Solano Community College**, hereafter called the CONTRACTOR.

WITNESSETH: That the CONTRACTOR for and in consideration of the covenants, conditions, agreements, and stipulations of the YCCD/CDTC hereinafter expressed, does hereby agree to furnish to the YCCD/CDTC services as follows:

**I. STATEMENT OF WORK**

- A. The CONTRACTOR will designate a Campus Coordinator to implement the Child Development Training Consortium (CDTC) program at the local level. The scope of work in this contract is supplementary to the typical duties of faculty or other positions that provide career and education guidance to child development students. The Campus Coordinator will be responsible to prepare and submit all required reports; coordinate all Consortium activities; attend one (1) mandatory YCCD/CDTC sponsored meeting and one (1) mandatory YCCD/CDTC webinar; and inform child development/early childhood education department of program requirements and components specific to campus Child Development Training Consortium.

The designated Campus Coordinator is preferably active faculty, either full-time or adjunct, department chair, or director of the campus child development lab center/children's center. If the current Campus Coordinator does not meet these recommendations, they are permitted to continue in the position and new requirements will be applicable upon designation of a new Campus Coordinator. Since the requirement of faculty is preferred, but not required, exceptions will be considered by YCCD/CDTC on an individual basis.

The Campus Coordinator, even in the role as Co-Coordinator, must reside within California and be employed by the college. CDTC will subcontract directly with college and then contracts/agreements will be administered by faculty employed by the college.

The Campus Coordinator must be located on campus with regularly scheduled office hours; thereby being accessible to students enrolled in the program. The Campus Coordinator must attend campus child development/early childhood education (ECE) department meetings and be knowledgeable of all aspects of the ECE profession. The YCCD/CDTC must be notified in writing within fifteen (15) calendar days of any change in Campus Coordinator status.

The Campus Coordinator will act as a liaison between the Child Development Training Consortium and California Department of Education/Early Education and Support Division (CDE/EESD) to disseminate information to campus faculty regarding state initiatives and trends in ECE.

- B. The CONTRACTOR will generate up to **600** units of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain a new or renew a currently held Child Development Permit. Enrolled units must be completed between July 1, 2016, and June 30, 2017. Physical education courses and general work experience courses are excluded. Child development work experience and remedial courses are included.
- C. The CONTRACTOR will make good faith efforts to recruit and employ qualified faculty who reflect the ethnic makeup of the student population.
- D. The CONTRACTOR will provide appropriate community college courses, which:
1. Meet the requirements of the Child Development Permit Matrix (included in this Agreement as Appendix A) and/or child care licensing regulations.
  2. Are degree or certificate applicable.
  3. Are offered for credit with the possible exception of remedial courses.
  4. Are transferable whenever possible.
  5. Are available to family child care providers and employees of child care/development programs serving infants through school-age children.
  6. Are responsive to local community needs.
- E. The CONTRACTOR will enroll students who meet the YCCD/CDTC eligibility criteria, numbered 1 through 5 below. Student eligibility must be verified each semester/term using the Student Profile.
1. Student must be seeking a new or maintaining a currently held Child Development Permit, **AND**
  2. At the time of enrollment, the student must be employed by a child care/development program including licensed family child care and out-of-school care. Center-based programs must be licensed or eligible for an exemption according to Department of Social Services (DSS) regulations. Licensed exempt centers are limited to the following: on school site, parents on site, military, tribal, employment agency, parks and recreation, adult ed/child care, home based program and before/after school program. Employment in a kindergarten or transitional kindergarten classroom is also acceptable, **AND**
  3. Student employment must directly benefit children and/or families. The employment experience must be acceptable to the California Commission on Teacher Credentialing for purposes of obtaining a Child Development Permit, even if experience is not required for the permit, **AND**
  4. Student must work in the state of California.

5. In-home care providers (nannies) are not eligible. Unlicensed, exempt, in-home child care providers are not eligible.

- F. The CONTRACTOR will enroll eligible students according to the following three priorities:

*California Department of Education, Early Education and Support Division (CDE/EESD) Priorities for Enrollment:*

Priority 1 Employees of all direct-funded CDE/EESD programs including center-based programs and family child care network programs or center-based programs with satellite family child care providers. This also includes co-located Head Start Programs.

Priority 2 Employees of any program, center-based or licensed family child care homes, that serve children on a voucher basis for Alternative Payment services.

Priority 3 Employees of all other programs including center-based and licensed family child care homes.

*Within each priority group listed above, priority will be given to students fulfilling the requirements for an Assistant or Associate Teacher or Teacher Child Development Permit.*

*Local Priorities for Enrollment*

The local YCCD/CDTC Advisory Committee may establish additional priorities. However, the CDE/EESD priorities listed above must be met before local priorities can be implemented. Local priorities are encouraged to meet local needs within the context of the CDE/EESD priorities.

- G. The CONTRACTOR will establish a new or use an existing Advisory Committee to solicit input on local needs, courses to be offered and approve the student eligibility and payment policies.

1. The Advisory Committee will make a good faith effort to represent the local child care labor market by including the following program representatives: the Campus Coordinator; one community college child development instructor, one CEC Mentor Coordinator, one family child care provider; one representative of a child care program funded by the California Department of Education, Early Education and Support Division (CDE/EESD); one representative of a private-for-profit child care program; one representative of a private-non-profit child care program; one representative of the local Resource and Referral program; one college student majoring in child development; one representative from the Local Child Care and Development Planning Council; and one representative from the county-level Children and Families Commission, and one representative from the local QRIS/IMPACT and/or AB212 programs.

The Advisory Committee will meet one time annually.



2. The meeting must be properly documented with agenda and minutes, which must be submitted with the Year End Program and Final Expenditure Narrative.
- H. The CONTRACTOR will provide student grade documentation, demonstrating a grade of "C" or better, to YCCD/CDTC upon request for audit purposes.
  - I. The CONTRACTOR will ensure that all required reports and documents are submitted to YCCD/CDTC by the due dates specified. Report titles and due dates are included in this Agreement as *Appendix B – 2016-2017 Required Reports and Time Lines*. All reports should be submitted to the Child Development Training Consortium, PO Box 3603, Modesto, CA 95352.
  - J. The CONTRACTOR will ensure that no full-time equivalent (FTE) fees will be collected for courses that are funded with YCCD/CDTC funds, or portion thereof.
  - K. The CONTRACTOR will ensure collaboration (if applicable) with CEC Mentor Coordinator. This collaboration will include sharing program services and promote integration of services for student success.

## II. PERIOD OF PERFORMANCE

The term of this Agreement shall be from September 1, 2016, to and including June 30, 2017. Enrolled units must be completed between July 1, 2016, and June 30, 2017. All allowable expenditures must be encumbered and/or the services rendered prior to June 30, 2017.

## III. BUDGET AND ALLOWABLE EXPENSES

- A. By October 14, 2016, a 2016-2017 budget based on the funding authorized in this Agreement must be posted online with the YCCD/CDTC. A YCCD/CDTC supplied format must be used.
- B. The CONTRACTOR will submit a revised budget to the YCCD/CDTC for approval due to the following two circumstances:
  1. When planned expenditures in any of the major expense categories (direct services, support services, or administration) exceed the approved budget by more than ten percent (10%).
  2. And when planned expenditures in any of the line items exceed the approved budget by more than twenty-five percent (25%).
- C. The CONTRACTOR will administer the program budget in accordance with YCCD/CDTC budget development guidelines available in the Campus Coordinator Handbook. The CONTRACTOR will ensure that all program expenditures are reasonable, necessary, and allowable.
- D. The CONTRACTOR will not exceed approved California Department of Education travel reimbursement rates for travel charged to this program.

- E. The CONTRACTOR will not expend YCCD/CDTC funds on food, equipment, donations, or gifts. Equipment is defined as a fixed asset that does not lose its identity when removed from its location and is not changed materially or consumed immediately (typically, within a year) by use. Equipment has relatively permanent value and its purchase increases the value of the physical property such as furniture, vehicles, machinery, computers and furnishings that are not integral parts of the building or the building system.
- F. If the CONTRACTOR demonstrates a consistent pattern of under-generating its contracted number of units, the number of contracted units may be reduced in subsequent years.

#### **IV. PAYMENT FOR SERVICES**

- A. In consideration of the performance of the foregoing in a satisfactory manner, the YCCD/CDTC agrees to pay the CONTRACTOR an amount not to exceed **\$15,000.00**. The amount of total payments to the CONTRACTOR will be the lesser of program earnings, the amount authorized by this Agreement, or actual expenditures. Any over-payments of more than \$100.00 made by YCCD/CDTC to the CONTRACTOR must be refunded to YCCD/CDTC by June 30, 2017. Checks should be made payable to YCCD.
- B. The CONTRACTOR will be paid \$25.00 per enrolled unit of course work, which meets requirements of the Child Development Permit Matrix and/or child care licensing regulations to the maximum stated in Paragraph IB. Units for physical education and general work experience classes are excluded. Units for remedial courses and child development work experience are included.
- C. YCCD/CDTC will issue progress payments to CONTRACTOR upon receipt of properly completed documentation including a 2016-2017 Student Profile for each enrolled student for each semester/term.
- D. YCCD/CDTC will withhold any payment until all required documentation has been received to substantiate enrolled units.
- E. YCCD/CDTC will make final payment to CONTRACTOR upon satisfactory completion of services as described herein. The online final expenditure report is due no later than June 30, 2017.

#### **V. RETENTION OF RECORDS AND AUDITS**

The CONTRACTOR will retain all programmatic and fiscal records for a minimum of five (5) full years from the date of final payment under this Agreement. The CONTRACTOR will make these records available to YCCD/CDTC upon request for audit purposes during the progress of the work and for five (5) years following final payment. The federal audit number for this project is 93.575042.

#### **VI. CONTRACT AMENDMENTS**

This Agreement may be amended with mutual written consent of both parties and the approval of the California Department of Education, Early Education and Support Division.

## **VII. 30 DAY TERMINATION NOTICE**

It is mutually agreed that either party may terminate this Agreement by giving thirty (30) calendar days advance written notice.

## **VIII. FUND AVAILABILITY**

Funding of this Agreement is contingent upon appropriation and availability of funds from the California Department of Education, Early Education and Support Division. The YCCD/CDTC is funded with federal Child Care and Development Quality Improvement funds.

## **IX. NONDISCRIMINATION CLAUSE**

- A. During the performance of this Agreement, CONTRACTOR will not unlawfully discriminate, harass, or allow harassment against any employee or student because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), sexual orientation, or marital status. CONTRACTOR will ensure that the evaluation and treatment of employees and student participants are free from such discrimination and harassment.
- B. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated there under.
- C. By signing this Agreement, the CONTRACTOR ensures that it will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability.

## **X. INDEPENDENT CONTRACTORS**

It is understood that this is an Agreement by and between independent contractors and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture.

## **XI. HOLD HARMLESS CLAUSE**

Both the CONTRACTOR and YCCD/CDTC agree to hold harmless, defend, and indemnify the other party, its officers, employees, boards, volunteers, and agents from and against any and all losses, claims or expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of the activities of such party, its boards, officers, agents, employees, or volunteers pursuant to this Agreement. However, the provisions of this indemnity agreement do not apply to any damages or losses caused by the negligence or willful misconduct of the party being indemnified or its officers, employees, boards, volunteers, or agents.

## **XII. ACKNOWLEDGMENT**

The CONTRACTOR will acknowledge the support of the YCCD/CDTC when publicizing the work performed under this Agreement. Materials developed with funds from this Agreement shall contain an acknowledgment of the use of federal Child Care and Development Quality Improvement funds received from the California Department of Education, Early Education and Support Division.

**XIII. DRUG-FREE WORKPLACE**

The CONTRACTOR certifies compliance with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace.

**XIV. NON-PERFORMANCE OF TERMS OF INSTRUCTIONAL AGREEMENT**

If the CONTRACTOR fails to fulfill the terms of this Instructional Agreement, the CONTRACTOR will be placed on informal probation for the period of one year. If the CONTRACTOR fails to fulfill the terms of the Instructional Agreement while on informal probation, a Probationary Instructional Agreement will be issued in the second year. If the CONTRACTOR fails to fulfill the terms of the Probationary Instructional Agreement, no further Instructional Agreements will be issued to CONTRACTOR.

**AGREED TO BY:**

CONTRACTOR Authorizing Signature:	
Printed Name of Person Signing:	
Title of Person Signing:	
Date:	

**Yosemite Community College District**

Authorizing Signature:	
Printed Name of Person Signing:	<b>Teresa Scott</b>
Title of Person Signing:	<b>Executive Vice Chancellor/Fiscal Services, YCCD</b>
Date:	

**Attachments for reference:** Appendix A - Child Development Permit Matrix  
Appendix B – 2016-2017 Required Reports and Time Lines

Return **two Instructional Agreements with original signatures to:**  
Child Development Training Consortium  
PO Box 3603, Modesto, CA 95352  
For questions, call (209) 572-6080

**For CDTC Use Only:** Date Rcvd: \_\_\_\_\_ To D.O. \_\_\_\_\_ From D.O.: \_\_\_\_\_ To CONTRACTOR: \_\_\_\_\_

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

**TO: Members of the Governing Board**

**SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN  
 SPARKPOINT SOLANO AND SOLANO COMMUNITY  
 COLLEGE DISTRICT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Modeled on the Annie E. Casey Foundation's "Centers for Working Families," SparkPoint Centers are one-stop financial education centers that help struggling individuals and families to make ends meet. SparkPoint helps clients address immediate financial crises, get back on their feet, and build financially secure futures. Each center brings together a full range of services at one convenient location, including credit counseling, career development, financial coaching and asset building. Every SparkPoint client is provided a coach who helps create a step-by-step plan to set and achieve financial goals. SparkPoint Centers already exist in some community colleges in the San Francisco Bay Area, with additional centers in the planning and implementation stages.

**STUDENT SUCCESS IMPACT:**

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

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

Gregory S. Brown  
 Vice President, Student Services

**PRESENTER'S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

707-864-7173

**TELEPHONE NUMBER**

Gregory S. Brown, Student Services

**VICE PRESIDENT APPROVAL**

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

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

Memorandum of Understanding  
between  
Solano Community College  
and  
SparkPoint Solano

This memorandum of understanding indicates the intent of Solano Community College and SparkPoint Solano to use an integrated services approach for the purposes of improving educational opportunities for current SparkPoint clients and providing Solano Community College students access to SparkPoint services at the Solano Community College campus.

**Background**

Modeled on the Annie E. Casey Foundation's "Centers for Working Families," SparkPoint Centers are one-stop financial education centers that help struggling individuals and families to make ends meet. SparkPoint helps clients address immediate financial crises, get back on their feet, and build financially secure futures. Each center brings together a full range of services at one convenient location, including credit counseling, career development, financial coaching and asset building. Every SparkPoint client is provided a coach who helps create a step-by-step plan to set and achieve financial goals. SparkPoint Centers already exist in some community colleges in the San Francisco Bay Area, with additional centers in the planning and implementation stages.

**Activities**

Solano Community College will:

- Provide workspace and telephone for SparkPoint Solano staff at Solano Community College.
- Provide limited clerical support to SparkPoint staff.
- Share information, feedback on referrals, data collection and outcome measurements to help determine effectiveness of SparkPoint Solano services.
- Work with SparkPoint Solano staff to identify appropriate Solano Community College courses and trainings for current non-student SparkPoint clients.
- Assist SparkPoint Solano to identify and develop resources to add permanent staff to the Solano Community College site.

SparkPoint Solano will collaborate by:

- Perform outreach to students in the form of workshops, presentations and attendance at activities on campus.
- Accept referrals and provide referred students with financial coaching, debt and credit counseling and employment placement services, with the goals of improving students' financial situation and improving student retention.
- Work with Solano Community College to identify resources to place permanent SparkPoint Solano staff at the Solano Community College site.

- Develop a good understanding of Solano Community College’s current curriculum and certifications and the requirements and prerequisites of these classes.

This Memorandum of Understanding is at-will and may be modified by mutual consent of the partners. This Memorandum of Understanding shall become effective upon signature by the authorized officials from the partners and will remain in effect until modified or terminated by any one of the partners by mutual consent.

\_\_\_\_\_  
Alan Kerzin, Executive Director  
Children’s Network of Solano County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Solano Community College

\_\_\_\_\_  
Date

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

**TO: Members of the Governing Board**  
**SUBJECT: RENEWAL AGREEMENT WITH BARNES AND NOBLE  
FOR BOOKSTORE OUTSOURCING**

**REQUESTED ACTION:**

Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

On September 21, 2011, the Governing Board approved to award the Request for Proposal (RFP) for bookstore outsourcing to Barnes and Noble. The agreement with Barnes and Noble was for a five-year period and will expire November 30, 2016. The District is proposing to renew the agreement for another five years.

Barnes and Noble presented two options for renewal. Option one reimburses the District up to \$225,000 annually for payroll costs (salaries and benefits) of the current Bookstore classified employees. This option will pay the District seven percent of gross sales at the bookstore.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

*Ed. Code: N/A Board Policy: 3220 Estimated Fiscal Impact:*

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

Yulian Ligioso  
Vice President, Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7209

**TELEPHONE NUMBER**

Yulian Ligioso

**VICE PRESIDENT APPROVAL**

October 7, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 7, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



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

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

**SUBJECT:** **RENEWAL AGREEMENT WITH BARNES AND NOBLE  
FOR BOOKSTORE OUTSOURCING**

**REQUESTED ACTION:**

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

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**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE*

Option two will reimburse the District for all payroll costs (salaries and benefits) for the Bookstore classified employees in place as of July 1, 2016. Under option two, Barnes and Noble will pay the District three percent of gross sales to \$1 million dollars and four percent of gross sales over \$1 million dollars.

The District recommends “Option two.” The financial offer is attached for review.

## Financial Offer

**Barnes & Noble College Bookseller's, LLC (Barnes & Noble) is pleased to submit the following financial offer to the Solano Community College District.**

**OPTION #1:**

Barnes & Noble will reimburse the Solano Community College District up to \$225,000 annually for payroll costs (salaries and benefits) of the current Bookstore classified employees. Under this option Barnes & Noble will pay the Solano Community College the following applicable percentage of gross sales at the Bookstore:

**7% of gross sales**

**OPTION #2:**

Barnes & Noble will reimburse the Solano Community College District for all payroll costs (salaries and benefits) for the Bookstore classified employees in place as of July 1, 2016. Under this option Barnes & Noble will pay the Solano Community College the following applicable percentage of gross sales at the Bookstore:

**3% of gross sales to \$1M  
4% of gross sales over \$1M**

**ANNUAL SCHOLORSHIPS:**

Barnes & Noble will provide \$20,000 for annual scholarships to be used at the discretion of the Solano Community College District.

**ADDITIONAL POINTS:**

- We propose a contract term of 5 years commencing 11/30/2016.
- Barnes & Noble is not responsible for any wages or benefits incurred prior to the original agreement commencing 12/1/2011.
- Gross sales is defined as all collected sales at the Bookstore, including textbook rentals and sales from your bookstore website, less voids, refunds, sales tax, discounted departmental sales, handling fees associated with non-return of rental textbooks, campus debit card fees, discounted faculty/staff sales, pass-through income, bookstore issued scholarship sales, merchandise sales at less than a 20% initial gross margin, and other merchandise mutually designated as non-commissionable.
- Both parties shall have the right to terminate the Agreement at any time by giving one hundred and twenty (120) days written notice.
- This financial offer will remain in effect for 120 days from its submission date.