

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONSENT CALENDAR - HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2021-2022

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Carolina Rodriguez	From Student Services Assistant II-Financial Aid to Financial Aid Specialist	03/01/2022
Peter Zitko	From Adjunct Sociology Instructor to Interim Associate Dean, External Programs	11/04/20 – 06/30/22 (Revised)

Resignation

<u>Name</u>	<u>Assignment & Years of Service</u>	<u>Effective</u>
Scott Ota	Webmaster 15 years and 2 months of service at SCC	02/21/2022

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Saki Cabrera	PACE Lead – Human Services	Guided Pathways	08/16/21 – 12/17-21	\$500.00 lump sum
Saki Cabrera	Wellness Center Director	SEA Fund	07/01/21 – 06/30/22	\$2,000/mo.
Ginger Cain	PACE Lead – Dance	Guided Pathways	08/16/21 – 12/17-21	\$500.00 lump sum

Salvatore Abbate
Human Resources

February 17, 2022

Date Submitted

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

March 2, 2022

Date Approved

Short-Term/Temporary/Substitute (continued)

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Adrienne Cary	PACE Lead – CIS	Guided Pathways	08/16/21 – 12/17-21	\$500.00 lump sum
Paul Hidy	PACE Lead – Auto Tech	Guided Pathways	08/16/21 – 12/17-21	\$500.00 lump sum
LaNae Jaimez	PACE Lead – Psychology	Guided Pathways	08/16/21 – 12/17-21	\$500.00 lump sum
Samuel Lenjik	Kinesiology Athletic Assistant- Game Management	General Fund	03/03/22 - 05/30/22	\$15.00/hr.
Dao Nguyen	Custodian - Substitute	General Fund	03/03/22 -06/30/22	\$15.00/hr.
Hoi Nguyen	Custodian - Substitute	General Fund	03/03/22 -06/30/22	\$15.00/hr.
Sarah Norberg	Administrative Assistant II -EOPS	General Fund 50% EOPS CARE 50%	03/03/22 - 06/30/22	\$16.56/hr.
Cristina Sanchez	Special Projects – Dream Resource Liaison	Undocumented Resource Liaison Grant	03/03/22 - 06/30/22	\$25.00/hr.
Rachel Smith	Guided Pathways Branding	Guided Pathways	03/03/22 – 04/30/22	\$1,035.75 lump sum
Katherine Sullenger	Administrative Assistant II -EOPS	General Fund 50% EOPS/CARE 50%	03/03/22 - 06/30/22	\$16.56/hr.
Mark Trilevsky	EMT Journey Level Assistant	General Fund	08/16/21 – 06/30/22 (revised)	\$25.00/hr.
Sarah Quinn White	Theatre - Senior Stage Technician	General Fund	03/03/22 - 05/30/22	\$18.50/hr.

**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
David Williams, Ph.D., Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
NexusEdge Education, Inc.	Provide 600 NexusEdge student licenses in support of the Citi CUPID® Capstone to Career & Nasdaq InternMatch projects. Assist Citi CUPID® Project Lead Faculty in recruiting students for Citi CUPID® Capstone to Career Project: An estimated 60 students to take one digital badge through NexusEdge platform, an estimated 30 students to complete Citibank digital badges through the Nexus Edge, an estimated 8 students to be matched with Citi mentors & complete a Capstone Project. Work with faculty participating in Nasdaq InternMatch to make content available through NexusEdge to an estimated 20 students.	March 3, 2022 – December 31, 2022	Not to exceed \$16,600.00

Susan Wheat
Vice President, Finance & Administration

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

February 22, 2022
Date Submitted

March 2, 2022
Date Approved

**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
David Williams, Ph.D., Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Judy Fox-Marchev	Provide project coordination services to deliver a third cohort of the Capstone to Career Program for the CitiBank/Citi Ventures CUPID® program. This includes assisting with identifying faculty to offer students the opportunity to participate in the Capstone to Career Program, coordinate with NexusEdge and faculty so that students can complete the CitiBank digital badges required to participate in the CUPID® Capstone to Career program, working with Citi staff on interviewing & selection of students to be matched with mentors, organize webinar for student’s results presentation of their Capstone projects. An estimated 8 students will be matched with Citi mentors and complete a Capstone Project.	March 3, 2022- June 30, 2022	Not to exceed \$5,000.00

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION SERVICES FOR THE VACAVILLE CENTER ANNEX CORBELS REMOVAL PROJECT (PHASE 3)**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Vacaville Center Annex Building Corbels Removal Project (Phase 3) Notice of Completion. On October 20, 2021 a Contract was issued to TPA Construction, Inc. for this project. The scope of work included further repairs to the exterior of the building due to additional dry-rot damage that was discovered. Repairs were completed at three (3) locations on the building. Phase 3 repair work has been completed.

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> \$0
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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

Susan Wheat
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

February 18, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 2, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

When recorded mail to:
Lucky Lofton, Executive Bonds Manager
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: 3/2/2022
 7. The Project Name is: Vacaville Center Annex Building Corbels Removal Project (Phase 3)
 8. DSA Number (if applicable): Not Applicable
 9. The contractor for such work of modernization is: TPA Construction, 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: October 20, 2021
 12. The street address of said property is: 2000 North Village Parkway, Vacaville, California 95688
 13. APN #: 0133-180-160
 14. The property on which said work of modernization was completed is in the City of Vacaville, County of Solano, State of California, and is described as follows: Removal of additional dry-rot at three (3) locations on the upper level of the Vacaville Annex Building.

Date

Signature of Owner – Celia Esposito-Noy, Ed. D.
Solano Community College District

Verification

I, undersigned, say:

I am _____

(“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 Fairfield, California.
(City or Town where signed)

AGENDA ITEM 12.(a)
MEETING DATE March 2, 2022

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

TO: Members of the Governing Board

SUBJECT: RESOLUTION NO. 21/22-27 FINDINGS OF THE BOARD OF TRUSTEES OF THE SOLANO COMMUNITY COLLEGE DISTRICT OF CONTINUED EMERGENCY

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

The state of emergency continues to directly impact the ability of the members to meet safely in person. Approval of Resolution No. 21/22-27 is requested.

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**

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7299

TELEPHONE NUMBER

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

March 2, 2022

VICE PRESIDENT APPROVAL

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

February 22, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

**RESOLUTION NO. 21/22-27
FINDINGS OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT
OF CONTINUED EMERGENCY**

The Board of Trustees of Solano Community College District have reconsidered the circumstances of the state of emergency originally declared on March 18, 2020, and found that:

- (1) The state of emergency continues to directly impact the ability of the members to meet safely in person.

APPROVED, PASSED AND ADOPTED by majority vote of the Board of Trustees of the Solano Community College District of Solano County, State of California, this **2nd day of March** by the following vote:

STUDENT TRUSTEE ADVISORY VOTE:

AYES:

NOES:

ABSENT OR NOT VOTING:

Sarah Chapman, Ph.D., President of the
Governing Board of the Solano Community
College District

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

<u>Name</u>	<u>Assignment & Years of Service</u>	<u>Effective</u>
Joseph Conrad	Mathematics Instructor 27 years, 9 months service at SCC	05/26/2022
Kathleen Conrad	Chemistry Instructor 7 years, 9 months service at SCC	05/26/2022
Padungsak Srisung	Custodian 16 years and 8 months of service at SCC	02/11/2022

STUDENT SUCCESS IMPACT:

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

Ed. Code: 24205 Board Policy: 4400 Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Salvatore Abbate
Human Resources

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

ADDRESS

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

February 17, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 2, 2022

**DATE APPROVED B/Y
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **DISTRICT AND INTERNATIONAL UNION OF
OPERATING ENGINEERS, STATIONARY ENGINEERS,
LOCAL 39 2021–2024 COLLECTIVE BARGAINING
AGREEMENT**

REQUESTED ACTION:

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

SUMMARY:

Tentative agreement has been reached between the District and the International Union of Operating Engineers, Stationary Engineers – Local 39. The following summary of major provisions is included in this agenda item.

It is recommended that the Board of Trustees accept the disclosure information and approve the contract agreement with the Local 39 for the period July 1, 2021 – June 30, 2024.

STUDENT SUCCESS IMPACT:

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

Government Code: 3547 Board Policy: 2010 Estimated Fiscal Impact: \$45,000 annually

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

Salvatore Abbate
Human Resources

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

February 17, 2022
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 2, 2022
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

March 2, 2022

Local 39 Contract Negotiations Agreement Summary

- A three-year contract.
- From the 2020-21 one-time savings, 5.89% would be issued as a one-time payment. The employees would receive the payment within two months of board approval of the TA.
- The Custodians (including the Lead Custodians), General Maintenance Worker, Athletic Trainer, and Theater Technician would be reclassified one range higher effective January 1, 2022.
- Remove ranges 1 through 5 to the salary schedule.
- Article 2 changes shall be accepted per the Union proposal.
- Article 22 changes shall be accepted per the Union proposal.

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AGREEMENT WITH ARBOR
ENVIRONMENTAL FOR RESPIRATOR FIT TESTING
SERVICES**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Contract Agreement for respirator fit testing services for SCC Fire Academy students. Terms of agreement are as follows:

- Onsite quantitative respirator fit testing for 30 SCC Fire Academy students
- A medical evaluation form will be provided for all students prior to testing. Students must have medical approval to wear respirators prior to testing
- General respirator awareness training provided to each student prior to fit testing

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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>Government Code:</i> <i>N/A</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$2,100.00</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Susan Wheet
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Susan Wheet
Finance & Administration

VICE PRESIDENT APPROVAL

February 17, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 2, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AGREEMENT WITH ARBOR
ENVIRONMENTAL FOR RESPIRATOR FIT TESTING
SERVICES**

REQUESTED ACTION:

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

SUMMARY:

CONTINUED FROM PREVIOUS PAGE

- All testing will utilize the OHD Quantifit system and comply with all applicable OSHA accepted procedures, federal, state and local requirements
- A complete report documenting the results of each student fit test will be provided
- A wallet sized fit test record card with testing details will be provided for each student
- SCC will provide adequate number of respirator models and sizes
- All fit testing materials (excluding respirators) will be provide by Vendor
- Total cost of \$50 per test including all equipment, materials, documentation, medical evaluations and mileage

If additional fit testing is requested during scheduled appointment it will be at \$50 per test. There will be a \$15 charge for any online medicals that are not associated with a respirator fit test.

Attached is a copy of the Agreement.



Los Angeles | Sacramento | San Francisco
955 Deep Valley Drive #3534
Palos Verdes Peninsula, CA 90274
800-927-8503 • www.arborencvironmental.com

February 1, 2022

To: Sheila Hudson
Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534

RE: Proposal to Provide Respirator Fit Testing Services

Dear Ms. Hudson,

Thank you for the opportunity to provide a quote for onsite fit testing services. The following describes our understanding of the proposed scope of work for providing quantitative respirator fit testing services to Solano Community College at 4000 Suisun Valley Road, Fairfield, CA 94534.

Scope of Work

Arbor Environmental will provide professional consulting services related to quantitative respirator fit testing. Fit testing will be conducted in accordance with current OSHA-accepted fit testing procedures as outlined in the Code of Federal Regulations Section 1910.134. The services of Arbor Environmental will include the following:

- Prior to fit testing each student, Arbor Environmental will conduct medical evaluations compliant with OSHA requirements stating that students must have medical approval to wear respirators prior to participating in fit testing. Medicals will be completed online through a secure portal.
- Prior to fit testing each student, Arbor Environmental will provide general awareness training on respirators including proper fit, limitations of use, protection factors, and proper storage. Additional training can be provided at the request of the client.
- Quantitative fit testing utilizing the OHD Quantifit system. Fit Testing will be performed in compliance with applicable federal, state and local requirements and will be conducted onsite.
- A complete report documenting the results of each student fit test. Arbor Environmental can provide additional electronic documentation upon request.
- Laminated wallet-size fit test record cards for each student documenting the date of fit test, make and model of approved respirator, and expiration of fit-test certification.

Arbor Environmental shall supply all fit-testing materials with the exception of respirators as detailed in the *Project Estimate* section of this proposal.

Staffing

Arbor Environmental will provide one (1) qualified respirator fit testing field technician to complete the work described in the Project Estimate section of this proposal.

Requirements

Client will provide an adequate number of respirator models and sizes to ensure a correct fit for all students being tested by Arbor Environmental. An electrical outlet (110 volts) must be in the room. Arbor Environmental will provide a medical evaluation form which must be completed ahead of any scheduled fit testing. Students must have medical approval to wear respirators prior to participating in fit testing.

Project Estimate

Below is a project quote based upon our understanding of the requirements.

Quantitative Fit Test	\$50 Per Test
Equipment, Materials and Documentation	Included
OSHA-Compliant Online Medical Evaluation	Included
Mileage	Included
<hr/>	
Total Project Estimate for up to 30 Fit Tests Over 1.5 Days*	\$2,100

*There is a minimum charge of \$850 for up to 4-hours of onsite quantitative testing and \$1,250 for up to 8-hours of onsite quantitative testing.

Arbor Environmental will conduct additional fit tests during our scheduled appointment at the above quoted rate. Arbor Environmental will bill \$15 per medical for any medicals completed through the online system that are not associated with a completed fit test. This includes staff that complete the medical and do not show up for testing or are unable to test due to facial hair or other factors outside of Arbor Environmental’s control. Services will be invoiced upon completion of the project and payment terms are Net 30. A late fee of 5% per month will be charged on all balances over 30 days outstanding, and client agrees that if invoice is not paid within 90 days of the invoice due date an additional 25% collection fee will be charged in addition to the monthly late fee. Client will be responsible for any fees incurred in collecting any outstanding balances.

Cancellation Policy

Cancellations must be made within 5 working days of the original test date or a cancellation fee of 50% of the total contract will be charged. Cancellation upon arrival will result in 100% cancel fee.

Sincerely,



Jocelyn Hunter
Director, Arbor Environmental

On behalf of Solano Community College, we agree to the above proposal and authorize Arbor Environmental to perform the above referenced services.

Signature: _____

Representative: _____

Title: _____

Phone Number: _____

Date: _____

Billing Contact: _____

Billing Email: _____

Respirator(s) Model and Brand: MSA (SCBA)

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AGREEMENT WITH ARTS PEOPLE
FOR BOX OFFICE TICKETING SERVICES PROVIDED
BY A NEON ONE COMPANY**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY: The Board is being asked to approve an agreement with Arts People for services provided by a Neon One Company for Box Office ticketing services and data base management. The terms of agreement will include:

- Use of The Arts People website and software designed for performing arts operations
- Set up and Onboarding of system including importing data and training
- Basic Patron Data import including contacts and mailing lists
- Third party credit card processor to be provided at \$35 per month

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: _____

Government Code: N/A	Board Policy:	Estimated Fiscal Impact: \$2,000.00
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Susan Wheet
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Susan Wheet
Finance & Administration

VICE PRESIDENT APPROVAL

February 17, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 2, 2022
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 12.(e)
MEETING DATE March 2, 2022

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AGREEMENT WITH ARTS PEOPLE
FOR BOX OFFICE TICKETING SERVICES PROVIDED
BY A NEON ONE COMPANY**

REQUESTED ACTION:

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

SUMMARY:

CONTINUED FROM PREVIOUS PAGE

Additional services offered at extra cost;

- One-time implementation fee \$500
- Online sales \$1.00 per sale
- Box office sales \$.50 per sale
- Donation Membership Transaction Report Import- Pricing starts at \$300
- Other Transaction History Records at \$70 per hour

Attached is a copy of the Agreement



CLIENT AGREEMENT

This Client Agreement ("Agreement") is dated 3/3/2022 and is between the CLIENT identified below ("organization" "you" or "your") and ARTS PEOPLE, a Neon One Company ("Arts People Inc." "we" or "our").

Client Information

Legal Organization Name (hereafter referred to as "Client"):

Solano Community College

Public Organization Name (as you wish it to appear to your patrons if different than above):

Solano College Theatre

Federal TaxID (EIN) 371530205

Nonprofit Organization: No

Office Phone: 707-864-7114

Box Office Phone: 707-864-7100 (voicemail only)

Fax: 707-646-2072

Website: www.solano.edu

Address Information

Billing / Mailing Address 4000 Suisun Valley Road

City Fairfield State CA Zip / Postal Code 94534

*Physical Address 4000 Suisun Valley Road

City Fairfield State CA Zip / Postal Code 94534

***P.O. Box not allowed.** This address will not be published or printed. You may be required to provide proof of physical address by providing a copy of the business license, 501c3 registration, or other state certified document.

Account Contacts

Business Contact (The person that signs agreements on behalf of your organization)

Name Susan Wheet Title Vice President, Finance & Administration

Email susan.wheet@solano.edu Phone 707-864-7000 ext 7209

Financial Contact (The person responsible for your merchant account on behalf of your organization)

Name Susan Wheet Title Vice President, Finance & Administration

Email susan.wheet@solano.edu Phone 707-864-7000 ext 7209

Account Administrator (The person who will set up and administer your Arts People account)

Name Craig Scharfen Title Theatre Production Technician

Email craig.scharfen@solano.edu Phone (707) 864-7000 ext 4705

Business History (Required)

Years in Operation 60 If less than 3 years, how many total ticketed events?

Average number of tickets sold annually 2000 Type text here

Current ticketing software Formerly Vendini

Onboarding Timeline

Onboarding generally takes 6-8 weeks, including importing your data and training you and your team.

The Target “Live” date should be agreed upon and confirmed with your Arts People Sales Representative.

If you require a **data import**, need to use your own merchant account, or have additional service requirements it **may require more than 6-8 weeks** to complete your setup and training. Your account live date is determined by our ability to communicate with your team to facilitate a smooth transition and the scope of the work needed to take your account live. Please plan accordingly.

User Agreement

- 1. Terms of Service.** The Arts People Terms of Service are available on the Neon One website at <https://neonone.com/termservice/> (the "TOS"). The TOS are incorporated into this Agreement by reference. References to this Agreement include the TOS. Arts People will notify you of any updates to the Terms of Service via email. Your continued use of the Application following any updates to the Terms of Service constitutes your acceptance of those changes.
- 2. Use of the Software.** The Arts People website and software (together, the "Application") is designed primarily for standard performing arts operations and procedures. If you are unsure about the best method to accomplish something or how to use the Application, please refer to the Online Knowledge Base or contact Client Services for assistance.
- 3. Fees.** Usage fees and additional services: You are responsible for all fees incurred by you and your users as provided in this Agreement. Arts People will either a.) deduct fees from the linked bank account provided, or b.) invoice you for amounts due, if you use a third-party merchant processor. Invoices are sent monthly for fees incurred in the previous month and are due upon receipt. Services provided outside the scope of a normal account setup may incur additional fees. Notice will be given and a proposal for services will be provided if this is the case.
- 4. Pre-existing Sales Credit Policy.** To receive a usage fee credit for manual entry of pre-existing sales, client agrees to: 1) notify their assigned Client Services Representative (CSR) in writing of their intention to manually enter pre-existing sales into their Arts People account; 2) coordinate entry of these sales with the CSR; 3) notify the CSR in writing when pre-existing sales entry is completed; and 4) not to enter new sales transactions until confirmation of the credit has been calculated in writing from Arts People. Pre-existing sales will ONLY be credited to the Client's account if these sales are entered prior to the Client conducting any new sales.

Pricing Agreement

Per-Item

The pricing options below outline Arts People's Software Usage Fees (per-item fees charged for tickets, retail items, and enrollments). **Please check the box** next to your preferred pricing option.

Pricing	<input type="checkbox"/> Option	<input checked="" type="checkbox"/> Option	<input type="checkbox"/> Option
Implementation	\$500	\$500	\$500
Online Sales	\$0.85	\$1.00	\$1.50
Box Office Sales	\$0.85	\$0.50	\$0.25

This pricing offer is guaranteed for 30 days from the date you received it from Arts People and is for new clients only. If signing this agreement later than 30 days from receipt, contact your Arts People solutions consultant or email sales@arts-people.com to confirm that this pricing is still available.

Implementation

One Time Implementation Fee - \$500

An Arts People Onboarding Specialist will work with you to get your system created and setup for your use as well as provide up to 2 hours of training.

Import

Basic Patron Data Import - FREE

Arts People Data Specialists will import all individual and organization contact information, relationships, and mailing lists included. Discuss the size and condition of your data set with your Onboarding Specialist (restrictions may apply).

Donation/Membership Transaction Records Import - Pricing starts at \$300

Basic import plus transaction details for each donation/membership including date, amount, payment, fund, campaign, appeal, etc. Pricing will be determined by your Onboarding Specialist.

Other Transaction History Records - \$70 / hour

This import may include ticket, subscription, pass, retail, class, gift certificates, and other sales. The hours required for the import varies depending on the formatting and condition of the data. Pricing will be determined by your Onboarding Specialist.

No Import Needed

No import is appropriate if your organization is just starting out and you do not have any data to import, you prefer to get to know the system by entering records manually, or if you prefer to start fresh with your Arts People account.

Credit Card Processing Fee Agreement



Our organization will use a third-party processor - **\$35 per month**

If you choose this option, you will need to use Authorize.net as your gateway and provide Arts People with your API Login and Transaction Key credentials. Third-party fees will apply. Additional time may be required in setup.

Linked Bank Account

Enter the bank account you would like your Arts People per-item fees automatically deducted from

Bank Name:

Routing #: Account #:

Authorized Signatures

By signing this agreement, the Client attests that the information provided is accurate and that the individual below is authorized to approve payment and agreements for the Client’s organization.

Client

Organization Name Solano Community College District

Printed Name of Authorized Signer Susan Wheet

Title of Authorized Signer Vice President, Finance & Administration

Signature 

Date 02/17/2022 (mm/dd/yyyy)

Arts People, Inc.

Printed Name of Authorized Signer Jon Bailey jon@arts-people.com (866) 788-7853 ext. 123

Title of Authorized Signer Director of Sales for Arts People

Signature _____

Date _____ (mm/dd/yyyy)

Please submit your agreement via **DocuSign.com** or email **sales@arts-people.com**

Thank you for choosing Arts People, a Neon One Company. We look forward to working with you!

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

TO: Members of the Governing Board

**SUBJECT: MEMORANDUM OF UNDERSTANDING WITH
CITY OF FAIRFIELD FOR FIREARMS TRAINING
FACILITY USE**

REQUESTED ACTION:

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

SUMMARY: Board approval is requested for the attached Memorandum of Understanding for use of City of Fairfield Firearms Training Facility by Solano College Department of Public Safety. Terms are as follows:

- License (non-exclusive) to use range for training or qualification
- Term of agreement shall be twelve (12) months from the effective agreement date of 2/15/22
- Payment and Scheduling will be arranged in advance prior to using the Range
- Use of Range- All training on site must be done by user provided (P.O.S.T.) certified Fire Arms Instructor

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: _____

Government Code: N/A Board Policy: Estimated Fiscal Impact: \$3,000.00

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

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

ADDRESS
707 864-7209

TELEPHONE NUMBER
Susan Wheet
Vice-President, Finance & Administration

VICE PRESIDENT APPROVAL
February 17, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 2, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **MEMORANDUM OF UNDERSTANDING WITH
CITY OF FAIRFIELD FOR FIREARMS TRAINING
FACILITY USE**

REQUESTED ACTION:

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

SUMMARY:

CONTINUED FROM PREVIOUS PAGE

Use of Range additional info

- User agrees that Operator will not be requested to provide instruction and that Operator's Sole purpose is to manage facility
- User agrees to comply with all rules and regulations in use of Range
- User will provide required insurance for use of Range

This agreement can be terminated by either party upon thirty (30) calendar days written notice.

Additional terms and conditions apply as per attached agreement.



Memorandum

Police Department

Date: February 11, 2022

To: David Gassaway, Acting City Manager

From: Deanna Cantrell, Chief of Police *DC*

Subject: Use of City of Fairfield Firearms Training Facility – Solano Community College Department of Public Safety

RECOMMENDED ACTION

Approve the Memorandum of Understanding with the Solano Community College Department of Public Safety for use of the City of Fairfield Firearms Training Facility.

STATEMENT OF ISSUE

There is a Memorandum of Understanding (MOU) with the Solano Community College Department of Public Safety and the City of Fairfield for the rental of the Firearms Training Facility.

DISCUSSION

It has been the goal of the City of Fairfield to generate revenue through the rental of the Fairfield Police Department Firearms Training Facility by outside police agencies to offset the operational and maintenance costs of the Training Facility. This MOU is between the City of Fairfield and the Solano Community College Department of Public Safety. The MOU outlines the pricing and the rules for rental for a period of thirty-six months.

FISCAL IMPACT

This MOU Agreement requires that Solano Community College Department of Public Safety pay the City of Fairfield Police Department for the use of the Training Facility.

ALTERNATIVE ACTION

Do not approve the MOU.

DOCUMENTS ATTACHED

Attachment 1: MOU between the Solano Community College Department of Public Safety and the City of Fairfield.

STAFF CONTACT

Sam Rowland, Lieutenant
707-428-7702
srowland@fairfield.ca.gov

Coordinated with: City Attorney

**LICENSE AGREEMENT
FOR USE OF THE CITY OF FAIRFIELD
ART KOCH RANGE AND FIREARMS TRAINING FACILITY**

THIS AGREEMENT is made and entered into this 15th day of February, 2022, by and between the **CITY OF FAIRFIELD**, a municipal corporation ("CITY"), and **Solano Community College Department of Public Safety** ("USER"). CITY and USER are sometimes referred to as the "Parties," and individually as "Party."

RECITALS

WHEREAS, the CITY operates the Fairfield Police Department's Art Koch Range and Firearms Training Facility, located at 1717 Rex Clift Lane ("Range"); and

WHEREAS, USER desires to use the Range under the terms and conditions hereafter set forth;

NOW, THEREFORE, the parties hereby agree as follows:

1. License to Use Range. The CITY agrees to grant USER a non-exclusive license to use the Range for official training or qualification.
2. Term. The term of this Agreement shall be for twelve (12) months from the effective date of this Agreement, unless sooner terminated by either Party.
3. Payment and Scheduling.
 - A. Prior to using the Range, USER must pay the CITY the fee designated in Exhibit "A," which is hereby referenced and incorporated into this Agreement. The CITY may adjust this fee at any time, upon thirty (30) days written notice to USER.
 - B. CITY and USER will cooperate to establish the exact times that USER will use the Range, and the CITY will maintain this schedule in a master calendar. The CITY has final authority to approve USER's schedule and the master calendar. No private use of the Range is permitted.
 - C. USER may elect to cancel its reservation for a full refund by notifying the CITY in writing no less than seven (7) calendar days prior to the assigned reservation date. If USER cancels its reservation date less than seven (7) calendar days before the assigned reservation date, USER will be billed for the time reserved and shall not receive a refund.
 - D. If USER prematurely terminates or otherwise fails to use the total allotted time during the USER's assigned reservation, USER shall not be credited or

refunded for such time unless CITY granted USER a modification to its scheduled reservation at least seven (7) days prior to the originally reserved date.

E. If USER requests to extend its assigned reservation time on the day of the booking, such an extension will be at the discretion of Fairfield Police Department on-site personnel and subject to availability. Additional hours will be billed according to the hourly rate in effect on the date of the booking.

F. USER shall submit payment to CITY no later than thirty (30) days from the date of all invoices, at the address provided in Paragraph 6 below.

4. Use of Range.

A. At all times during use of the Range, USER shall provide a Peace Officers Standards and Training (P.O.S.T.)-Certified Firearms Instructor ("Firearms Instructor") for the purpose of firearms training and qualification for all USER personnel. Prior to use of the Range, USER shall provide the CITY with a copy of the certifications of the Firearms Instructor who will be on site during any use of the Range. All use of the Range shall be in accordance with P.O.S.T. and CITY policies.

B. USER acknowledges and understands that Fairfield Police Department Operators ("Operators") will not, and shall not be requested to, provide instruction regarding any aspect of the facility or its use. USER agrees that the Operator's sole purpose is to manage facility equipment and to act as a general safety officer only.

C. USER agrees that only sworn peace officers, as defined in California Penal Code section 830.1, are allowed access to and use of the Range.

D. USER shall supply its personnel with all targets, ammunition, weapons, and other equipment necessary to use the Range for firearms qualification and training. All such equipment shall be in good working condition.

E. USER shall comply with the Range safety rules established by CITY and all orders of CITY personnel, including but not limited to the Operators. The current safety rules in effect are attached as Exhibit "B" and incorporated herein by reference.

F. After using the Range, USER personnel shall leave the Range in the same condition it was in before use including, but not limited to, removal of shell casings and all other debris. If the Range is not adequately restored to the same condition it was in before use, the CITY reserves the right to charge USER for the costs the CITY incurs in restoring the Range to its prior condition.

5. Termination.

A. Either party shall have the right to terminate this Agreement for any reason or for no reason upon thirty (30) calendar days' written notice to the other party.

B. In the event of termination or cancellation of this Agreement by CITY, USER agrees to cease use of the Range upon receipt of such notice.

6. Notices. Any notices, bills, invoices, or other communications provided pursuant to this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving Party's regular business hours; or (b) on the second business day following deposit in the United States Postal Service mail, registered or certified, postage prepaid and addressed as follows, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to this Section:

If to CITY: Fairfield Police Department
 Attn: Lieutenant Sam Rowland
 1000 Webster Street
 Fairfield, CA 94533

With a copy to: Fairfield Police Department
 Attn: Chief Deanna Cantrell
 1000 Webster Street
 Fairfield, CA 94533

If to USER: Solano Community College
 Department of Public Safety
 Attn: Chief Brian Travis
 4000 Suisun Valley Road
 Fairfield, CA 94534

7. Indemnification. USER shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees against any and all claims, causes of action, damages, suits, judgments, liabilities or financial losses (including, without limitation, attorney's fees and costs), including death or injury to any person or damage to or destruction of any property, arising out of or occurring in connection with any act or omission of USER, its officers, agents, employees, or representatives during performance of this Agreement or use of the Range, except as arising from the sole and active negligence or willful misconduct of CITY. USER shall defend CITY, with counsel of CITY's choosing, at USER's own cost and expense, and shall satisfy any judgment, award, or decree that may be rendered against CITY. USER shall reimburse CITY for any and all legal expenses and costs incurred by CITY in connection therewith or in enforcing the indemnity herein. USER's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by USER or CITY. This Section shall survive expiration or termination of this Agreement.

8. Assumption of Risk and Waiver. USER may make an appointment with the CITY to inspect the Range prior to use. USER acknowledges that its use of the Range may involve risk of serious injury or death. USER recognizes and accepts that the Range may not be suited for firearms training or qualification of any kind and accepts the Range with all defects, latent or patent. USER, on behalf of itself and its personnel as a material part of the consideration for this Agreement, hereby assumes the risk of and releases CITY from any and all liability of any kind whatsoever that may arise out of use of the Range by USER, including, but not limited to, any defect, latent or patent, or any act or omission of CITY, its officers, agents, or employees related to this Agreement or the Range. In that connection, USER waives the benefit of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The foregoing assumption of risk shall be effective except to the extent any liability is caused by the gross negligence or willful misconduct of CITY; shall survive termination of this Agreement; and is in addition to any other rights or remedies which CITY may have under the law or under this Agreement.

9. Insurance.

A. USER shall maintain in full force and effect, at all times during use of the Range, Commercial General Liability Insurance coverage including, but not limited to, Premises-Operations, Contractual Liability Insurance (specifically concerning the indemnity provisions of this contract), Broad Form Property Damage, and Personal Injury for liability arising out of this Agreement with the CITY. This policy shall have minimum limits for Bodily Injury Liability and Property Damage Liability of \$1,000,000 for each occurrence and \$2,000,000 aggregate. An additional insured endorsement (CG 20 10 11 85) to the Commercial General Liability insurance policy shall name the California Joint Powers Risk Management Authority and CITY and its officers, agents, volunteers, and employees as additional insureds.

B. If USER is self-insured for liability, it may submit a certification of self-insurance and additional insured endorsement to the CITY's Risk Manager, providing for the same level of insurance coverage listed above. Upon acceptance of that written commitment by the City Risk Manager, the requirements of Paragraph A shall be satisfied.

C. USER shall submit a certificate of insurance or equivalent written proof that it is insured against liability for workers compensation in accordance with the provisions of Section 3700 of the Labor Code. In signing this Agreement, USER makes the following certification, required by Section 1861 of the Labor Code:

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


D. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve USER from liability in excess of such coverage, nor shall it preclude the CITY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

10. Assignment. The provisions of this Agreement shall be binding upon and, subject to any prescribed limitations on the right of assignment, shall insure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives. USER shall not assign this Agreement, in whole or in part, without the prior written approval of CITY. Any attempt by USER to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.
11. Entire Agreement; Amendment. This document contains the entire agreement between the parties relating to the services, rights, obligations, and covenants contained herein and assumed by the parties respectively. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.
12. Governing Law; Venue. The interpretation and implementation of this Agreement shall be governed by the laws of the State of California. If any Party initiates an action to enforce the terms of this Agreement or declare rights hereunder, the parties agree that the venue thereof shall be the County of Solano, California.
13. Authorization. Each person executing this Agreement on behalf of USER represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of USER and that this Agreement is binding on USER in accordance with its terms.
14. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed on the date first written above.

SOLANO COMMUNITY COLLEGE,

CITY OF FAIRFIELD,

By 
Susan Wheet, VP of Finance & Admin

By 
David Gassaway, Acting City Manager


EXHIBIT "A"

Fairfield Police Department Training Facility Rental Rates

Pistol Range	
Hourly	\$86.00

Rifle Range	
Hourly	\$81.00

Mat Room (Classroom Seats 75)	
Hourly	\$69.00

Classroom (Seats 30)	
Hourly	\$58.00

Conference Room	
Hourly	\$58.00

Driving Simulators	
Hourly	\$58.00
Hourly with Operator*	\$115.00
*Required if renting agency does not have a trained operator.	

Force Option Simulator	
Hourly with Operator*	\$144.00
*FPD Operator always required for use of the F.O.S.	

EXHIBIT B

Basic Firearms Safety Rules

1. **TREAT ALL FIREARMS AS IF THEY ARE LOADED.**
2. **NEVER LET THE MUZZLE COVER ANYTHING YOU DO NOT INTEND TO DESTROY.**
3. **KEEP YOUR FINGER OFF OF THE TRIGGER UNTIL YOU DECIDE TO SHOOT.**
4. **BE SURE OF YOUR TARGET AND WHAT IS BEYOND IT.**

Range Safety Rules

1. No outside agency will use the live Training Facility without a certified instructor present and in control of training.
2. All Range Officers will review these Range Safety Rules with students at the beginning of each training session.
3. Eye and ear protection will be used at all times while in the shooting ranges.
4. Students and staff will know the exact location of, and have immediate access to a first aid kit.
5. All injuries or observed unsafe conditions will be reported to range staff immediately.
6. Pistols will remain holstered until range officer gives a command to begin any live fire exercise.
7. **Keep firearm muzzles pointed down range. AT NO TIME, ARE LOADED FIREARM MUZZLES TO BE POINTED UP.**
8. Do not pick anything up from the floor in the live fire area until all weapons are holstered and range officer declares the range is safe to do so.
9. If you have a malfunction with your firearm, clear it while pointing it in a safe direction and continue the exercise. If you cannot clear the malfunction, keep your firearm pointed in a safe direction and maintain a safe position on the firing line until the exercise is over.
10. Be aware of possible crossfire situations during multiple-officer exercises.
11. Targets are to be placed so penetrating rounds will not strike the walls, floor, ceiling or equipment.
12. Pistols will be prepared for disassembly on the firing line. (Remove magazine, clear chamber, and press trigger while pointing pistol safely down range.)
13. No live ammunition is to be allowed in the cleaning room. Magazines may be reloaded in the designated live fire area.
14. Weapons are to be reloaded in the live fire area while pointed safely down range or in clearing barrel. The weapon operator shall be on the firing line

with no one between them and the targets down range. Do not reload your weapon in the Cleaning or Ready Rooms or any other unauthorized location.

15. All unused ammunition will be removed from the live fire areas and Ready Room. No live ammunition is to be left unsecured. Return any unused ammunition to the appropriate storage area, a supervisor or a range officer.
16. Any damage to the Training Facility will be reported immediately to Fairfield Police Department Training Facility Staff. In the event that Fairfield Police Department Training Facility Staff is not available, the on-duty Watch Commander will be notified. If the damage creates a safety problem for continued use, the facility will be taken out of service and all Training Facility Staff will be notified. Yellow crime scene tape across a range door or entryway will signify that the facility is out of service.
17. Outside agencies will be responsible for providing all of their own safety, training, and range supplies. This includes, but is not limited to, targets, eye and ear protection, ammunition, and any other items used in the course of their training. Fairfield Police Training Facility Staff will provide cardboard target backers. No outside target backers (Except Napa Valley College) are to be used on the range target systems.
18. Upon completion of training, all brass and debris will be cleaned up by the user agency. Debris that will not fit in provided trash receptacles will be bagged for removal by custodial staff.
19. Any accidental discharges at the facility outside of the designated live fire areas shall be reported immediately to Fairfield Police Department Training Facility Staff. In the event that staff is not available, the on-duty Watch Commander will be contacted immediately.
20. No live ammunition shall be used for demonstration or educational manipulation outside of the designated live fire areas.
21. The Range Safety Rules will be adhered to at all times.
22. Failure to comply with the Range Safety Rules will be grounds for the immediate termination of user agency training. Training may be allowed to resume ONLY after the Fairfield Police Department Range Master or his designee have reviewed the incident and provided appropriate re-training, or supervised the replacement of the involved staff.

ADMINISTRATOR: LICENSE # 0451271
Keenan & Associates
10860 Gold Center Drive, Suite 350
Rancho Cordova, CA 95670

Lauren Heise
lheise@keenan.com 916.859.7160 x4175

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

COVERED PARTY:
Solano Community College District
Northern Calif Community Colleges SIA
4000 Suisun Valley Road
Fairfield CA 94534

ENTITIES AFFORDING COVERAGE:
ENTITY A: Statewide Association of Community Colleges
ENTITY B: Protected Insurance Program for Schools
ENTITY C:
ENTITY D:
ENTITY E:

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.


ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY [<input checked="" type="checkbox"/>] GENERAL LIABILITY [<input type="checkbox"/>] CLAIMS MADE [<input checked="" type="checkbox"/>] OCCURRENCE [<input checked="" type="checkbox"/>] GOVERNMENT CODES [<input checked="" type="checkbox"/>] ERRORS & OMISSIONS []	SWC 00100-35	7/1/2021 7/1/2022	\$ 1,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY [<input checked="" type="checkbox"/>] ANY AUTO [<input checked="" type="checkbox"/>] HIRED AUTO [<input checked="" type="checkbox"/>] NON-OWNED AUTO [<input checked="" type="checkbox"/>] GARAGE LIABILITY [<input checked="" type="checkbox"/>] AUTO PHYSICAL DAMAGE	SWC 00100-35	7/1/2021 7/1/2022	\$ 1,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY [<input checked="" type="checkbox"/>] ALL RISK [<input checked="" type="checkbox"/>] EXCLUDES EARTHQUAKE & FLOOD [] BUILDER'S RISK	SWC 00100-35	7/1/2021 7/1/2022	\$ 1,000	\$ 500,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	SWC 00100-35	7/1/2021 7/1/2022	\$ 1,000	\$ Included EACH OCCURRENCE
B	WORKERS COMPENSATION [<input checked="" type="checkbox"/>] EMPLOYERS' LIABILITY	PIPS 00101-18	7/1/2021 7/1/2022	\$	[] WC STATUTORY LIMITS [<input checked="" type="checkbox"/>] OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION [] EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
Proof of coverage as respects to License Agreement for use of the City of Fairfield Art Koch Range and Firearms Training Facility.
\$2,000,000 annual aggregate as required by contract.

CERTIFICATE HOLDER: Fairfield Police Department's Art Koch Range and Firearms Training Facility

Fairfield Police Department
Attn: Lieutenant Sam Rowland
Attn: Chief Deanna Cantrell
1000 Webster Street
Fairfield CA 94533

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS


John Stephens
AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

Preview

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Solano Community College District Northern Calif Community Colleges SIA	SWC 00100-35	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under “as respects” below.

Additional Covered Party:

Fairfield Police Department
Attn: Lieutenant Sam Rowland
Attn: Chief Deanna Cantrell
1000 Webster Street
Fairfield CA 94533

As Respects:

Proof of coverage as respects to License Agreement for use of the City of Fairfield Art Koch Range and Firearms Training Facility. \$2,000,000 annual aggregate as required by contract.

Fairfield Police Department’s Art Koch Range and Firearms Training Facility, its officers, agents, employees and servants are included as an Additional Covered Party as respects the actions and activities of the Covered Party.



Authorized Representative

Issue Date: 2/9/2022

Keenan & Associates
10860 Gold Center Drive, Suite 350
Rancho Cordova, CA 95670

Fairfield Police Department
Attn: Lieutenant Sam Rowland
Attn: Chief Deanna Cantrell
1000 Webster Street
Fairfield CA 94533

MAIL DOCUMENT

Certificate of Insurance Delivery by **ecertsonline™**

Sender: Lauren Heise

Phone: 916-859-7160

Subject: Cert No. 66681795 - Certificate of Coverage:
Solano Community College District - Fairfield
Police Department

Date: 2/9/2022

No. of Pages: 4

URL: www.keenan.com

This document was created by eCertsONLINE.

The attached document(s) contain certification of insurance coverage for the insured named in the subject above. Your company is listed as the organization requesting receipt of these documents.

If this document is sent via e-mail, you must click on the attached PDF document. The document is in a pdf format, and you must have Adobe Acrobat Reader installed on your system. To download the Adobe Reader for free, visit www.Adobe.com.

If you have any questions regarding the content of this message, you should contact the Producer/ Agency listed on the attached/linked documents.

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THE MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA REGULAR POSTAL SERVICE.

ADMINISTRATOR: LICENSE # **0451271**
Keenan & Associates
10860 Gold Center Drive, Suite 350
Rancho Cordova, CA 95670
 Lauren Heise
 lheise@keenan.com 916.859.7160 x4175

COVERED PARTY:
Solano Community College District
Northern Calif Community Colleges SIA
4000 Suisun Valley Road
Fairfield CA 94534

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:
 ENTITY A: **Statewide Association of Community Colleges**
 ENTITY B: **Protected Insurance Program for Schools**
 ENTITY C:
 ENTITY D:
 ENTITY E:

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS


ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/> OCCURRENCE	SWC 00100-35	7/1/2021 7/1/2022	\$ 1,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	SWC 00100-35	7/1/2021 7/1/2022	\$ 1,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	SWC 00100-35	7/1/2021 7/1/2022	\$ 1,000	\$ 500,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	SWC 00100-35	7/1/2021 7/1/2022	\$ 1,000	\$ Included EACH OCCURRENCE
B	WORKERS COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	PIPS 00101-18	7/1/2021 7/1/2022	\$	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
 Proof of coverage as respects to License Agreement for use of the City of Fairfield Art Koch Range and Firearms Training Facility.
 \$2,000,000 annual aggregate as required by contract.

CERTIFICATE HOLDER: Fairfield Police Department's Art Koch Range and Firearms Training Facility

Fairfield Police Department
Attn: Lieutenant Sam Rowland
Attn: Chief Deanna Cantrell
1000 Webster Street
Fairfield CA 94533

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS


John Stephens AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Solano Community College District Northern Calif Community Colleges SIA	SWC 00100-35	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

Fairfield Police Department
Attn: Lieutenant Sam Rowland
Attn: Chief Deanna Cantrell
1000 Webster Street
Fairfield CA 94533

As Respects:

Proof of coverage as respects to License Agreement for use of the City of Fairfield Art Koch Range and Firearms Training Facility. \$2,000,000 annual aggregate as required by contract.

Fairfield Police Department's Art Koch Range and Firearms Training Facility, its officers, agents, employees and servants are included as an Additional Covered Party as respects the actions and activities of the Covered Party.



Authorized Representative

Issue Date: 2/9/2022

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AGREEMENT WITH AUTOMATED RECORDS MANAGEMENT SYSTEM FOR DEPARTMENT OF PUBLIC SAFETY SOFTWARE SERVICES AND RECORDS MANAGEMENT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for the Contract Agreement for DOPS for Software services and DOPS records management. Terms of agreement are as follows:

- ARMS SaaS delivers ARMS RMS/Mobile Modules. This is hosted on MS Azure Government servers
- Records Management, Reporting, Master Name, Crime Analysis, Training, Query, Messaging, Mass Notifications, SOP's and Automated Clery reporting, and more

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>Government Code:</i> <i>N/A</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$16,000.00</i>
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Susan Wheat
 Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Susan Wheat
 Finance & Administration

VICE PRESIDENT APPROVAL

February 17, 2022

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

March 2, 2022

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AGREEMENT WITH AUTOMATED
RECORDS MANAGEMENT SYSTEM FOR DEPARTMENT
OF PUBLIC SAFETY SOFTWARE SERVICES AND
RECORDS MANAGEMENT**

REQUESTED ACTION:

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

SUMMARY:

CONTINUED FROM PREVIOUS PAGE

- Mobile Suite with CAD, RMS, Names, Businesses, Vehicles, Query, Messaging, Dashboard and more
- Cloud based SQL and Application Server

Vendor Staff responsibility includes:

- Managing the Azure server
- Performing all software updates, upgrades, and patches
- Performing both differential data and hot backups, and weekly full backups
- Performing regular virus scans
- Project Management, including preplanning, solution implementation and go live
- Virtual Guided training through video conference on the modules involved, trainer will then go hands on to assist clients with completing assessments that will be checked to confirm that clients are fully trained

Term of the initial agreement is 4/1/2022 to 6/30/23. Total cost for this including training is \$16,000.

The renewal agreement begins on 7/1/2023. Total cost for renewal is 12,500 per year.

Attached is a copy of the Agreement.



End2End Public Safety
 Attention: Karen Howard
 PO Box 2912

Mobile, AL 36652

www.arms.com

karen.howard@arms.com

P: 800-776-6783

F: 662-580-4422

Solano Community College

Chief Brian Travis

brian.travis@solano.edu

4000 Suisun Valley Road, Building 1800

Fairfield, CA 94534

Quote Number	Date of Quote	Date Quote Expires	Project
SCC_SaaS	2/3/2022	4/2/2022	ARMS Cloud SaaS

Software			
	Qty.	Price	Total Price
ARMS Cloud SaaS - 04/01/2022-06/30/2023	1	\$12,500.00	\$12,500.00

The ARMS SaaS Model allows the agency to receive the ARMS RMS/Mobile modules delivered as a service. The system is hosted on a Microsoft Azure Government Servers. For more information on Azure go to: <https://azure.microsoft.com>

SaaS includes:

Records Management, Reporting, Master Name, Crime Analysis, Training, Query, Messaging, Mass Notifications, SOP's, Automated Clery Reporting, and more.
 Mobile Suite including CAD, RMS, Names, Businesses, Vehicles, Query, Messaging, Dash Board and more.
 Cloud' based SQL and Application Server

End2End Staff Responsibility:

Managing the Azure server including:
 Performing all software updates, upgrades, and patches.
 Performing both differential data and hot backups, and weekly full backups.
 Performing regular virus scans

SaaS Annual Renewal beginning 07/01/2023: \$12,500.00

Services			
	Qty.	Price	Total Price
Virtual Guided Training	4	\$250.00	\$1,000.00

A certified ARMS Trainer will provide a presentation through a video conference of the different modules involved with the training session using the ARMS training outlines. Then the trainer will go hands on with them to get them to complete assessments that we provide and can check their work afterward by remoting into their workstation. Afterwards, these users will be able to train other users in your department that are not able to attend this training. Each quantity equals 2 hours of training. Not to exceed 08 billable training hours.

Project Management	1	\$2,500.00	\$2,500.00
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Services for Preplanning, Solution Implementation and Go Live - Not to exceed 12 hours of billable project service

Quotation Total:			\$16,000.00
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Acceptance

Upon acceptance, a detailed Statement of Work (SoW) indicating project milestones and payment terms will be provided. If a Purchase Order is required, it should be indicated below before returning the accepted quote. If a PO is not required, please indicate N/A.

Acceptance Signature

Date

[Purchase Order#](#)

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

TO: Members of the Governing Board

**SUBJECT: MEASURE Q BOND PROJECT INITIATION - CENTRAL
PLANT REPLACEMENT PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for initiation of the Central Plant Replacement Project. On December 2, 2020, the Board approved the 2020 Facilities Master Plan, which included the need to consider upgrading the Fairfield Campus' Central Plant. Following a study of the existing central plant and substations, it is recommended that the Central Plant be modernized and some components be replaced. The work to be done as part of this project includes modernization and electrification of the Fairfield Campus' existing central plant, which is primarily comprised of multiple chillers and boilers.

The Board is asked to approve the initiation of the Central Plant Replacement Project as described in the attached Project Initiation Form.

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. Measure Q Bond 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

Susan Wheet
V.P., Finance & Administration

VICE PRESIDENT APPROVAL

February 18, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 2, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



**SOLANO CCD CAPITAL IMPROVEMENT PROGRAM
Project Initiation Form**

Campus:	<u>Fairfield</u>	Date:	<u>03/02/22</u>
Building Name(s):	<u>Central Plant</u>	Project No.:	<u>TBD</u>
Project Name:	<u>Central Plant Replacement</u>		
Project Scope:	<u>This project will address the aging Central Plant and its associated system components/connections. It is anticipated that the scope of work of this project will allow the District to modernize and provide more reliable and sustainable heating and cooling, (reduced energy use and reduced carbon footprint). The project includes the following components: design and construction.</u>		
Project Cost Estimate:	<u>\$ 16,000,000</u>	Building Square Footage:	<u>N/A</u>
Construction Cost Estimate:	<u>\$ 12,000,000</u>	Construction Cost/Sq. Ft.:	<u>N/A</u>
Funding Source(s):	<u>Measure Q Bond Funds</u>		
Design Consultant:	<u>TBD</u>		
Design Start Date:	<u>March 2022</u>		
Construction Start/End Schedule:	<u>March 2023 / February 2024</u>		
Delivery Method:	<u>Design-Bid-Build</u>		
Comments:	<u>Project is part of the November 17, 2021 Board approved Measure Q Bond Spending Plan.</u>		
KCEM Project Manager	<u>Noe Ramos</u>		
Submitted by:	<u>Priscilla Meckley Program Director, Kitchell CEM</u>		
PROJECT AUTHORIZATION			
	<u>Priscilla Meckley Program Director Kitchell CEM</u>		<u>Lucky Lofton Executive Bonds Manager Solano Community College District</u>

PLEASE NOTE: This PIF (Project Initiation Form) is provided at the onset of a large stand-alone project or for a bond spending plan category when a new tranche is established. This form summarizes the overall intent for the project or bond spending plan category prior to the start of the work. It is expected that (after initiation) scope, schedule and budget will likely change as the work is done. This PIF is not resubmitted to reflect these changes, if and when they occur, as Board of Trustees are informed of and take action upon (per policy and procedures) project and program work as it progresses.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO SALAS O'BRIEN FOR
PROFESSIONAL SERVICES FOR THE FAIRFIELD
CAMPUS CENTRAL PLANT REPLACEMENT PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for the award of a professional services contract to Salas O'Brien for architectural and engineering services for the Central Plant Replacement Project for the Fairfield Campus. On August 18, 2021 the Board approved a contract for Salas O'Brien to conduct a Feasibility Study to determine the viability of a modernized central plant. The study has since been completed, and it was determined that this project should move forward.

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: Renovating existing instructional space and equipment.

Ed. Code: Board Policy: Estimated Fiscal Impact: \$796,950.00 Measure Q Bond Funds

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

Susan Wheat
VP, Finance & Administration

VICE PRESIDENT APPROVAL

February 18, 2022

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

Dr. Celia Esposito-Noy
Superintendent-President

March 2, 2022

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO SALAS O'BRIEN FOR
PROFESSIONAL SERVICES FOR THE FAIRFIELD
CAMPUS CENTRAL PLANT REPLACEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The scope of the project is to modernize and partially electrify the heating system of the existing Central Plant on the Fairfield Campus. This includes the design and installation of new chillers, boilers, and cooling tower. This will be a hybrid system with greater efficiency and lower emissions.

The Consultant's scope of work includes full architectural and engineering services for the completion of the Design Documents, Sequencing, Cost Estimating, DSA (Division of the State Architect) Project Approval, Bidding Assistance, Construction Administration, and Project Closeout.

A proposal was requested from Salas O'Brien based upon their successful completion of the project's Feasibility Study, and general understanding of the Fairfield Campus' Central Plant/Infrastructure. Salas O'Brien is one of the firms in the District's approved MEP Consultant Pool, which was Board-approved at the May 1, 2019 Board Meeting.

Salas O'Brien is recommended for award of this contract for the Central Plant Replacement Project.

The Board is asked to approve a professional services contract to Salas O'Brien, in the amount not to exceed \$796,950.00.

The agreement is available online at: <http://www.solano.edu/measureq/planning.php>.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: MEASURE Q BOND PROJECT INITIATION – REPLACE
SUBSTATIONS 3 AND 4

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for initiation of the Replace Substations 3 and 4 Project. Work done as part of this project includes replacement/upgrade of Substations #3 and #4.

On December 2, 2020, the Board approved the 2020 Facilities Master Plan, which included the need to upgrade/replace several substations. This project will address multiple aging substations (Substation #3 and Substation #4) and their associated system components/ connections.

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: Estimated Fiscal Impact: N/A. Measure Q Bond Funds

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

Susan Wheat
V.P., Finance & Administration

VICE PRESIDENT APPROVAL

February 18, 2022

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

March 2, 2022
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: MEASURE Q BOND PROJECT INITIATION – REPLACE
SUBSTATIONS 3 AND 4**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

It is anticipated that the scope of work on this project will allow the District to modernize its failing/aging electrical distribution equipment in order to provide a more reliable and modernized power production and distribution system.

The Board is asked to approve the initiation of the Replace Substations 3 and 4 Project as described in the attached Project Initiation Form.



**SOLANO CCD CAPITAL IMPROVEMENT PROGRAM
Project Initiation Form**

Campus:	<u>Fairfield</u>	Date:	<u>03/02/22</u>
Building Name(s):	<u>N/A</u>	Project No.:	<u>TBD</u>
Project Name:	<u>Replace Substations 3 and 4</u>		
Project Scope:	<u>This project will address multiple aging substations (Substation #3 and Substation #4) and their associated system components/connections. It is anticipated that the scope of work on this project will allow the District to modernize its failing/aging electrical distribution equipment in order to provide a more reliable and modernized power production and distribution system. The project includes the following components: design and construction.</u>		
Project Cost Estimate:	<u>\$ 8,500,000</u>	Building Square Footage:	<u>N/A</u>
Construction Cost Estimate:	<u>\$ 6,375,000</u>	Construction Cost/Sq. Ft.:	<u>N/A</u>
Funding Source(s):	<u>Measure Q Bond Funds</u>		
Design Consultant:	<u>TBD - will be part of the selected Design-Build Team</u>		
Design Start Date:	<u>March 2022</u>		
Construction Start/End Schedule:	<u>July 2023 / January 2024</u>		
Delivery Method:	<u>Design/Build</u>		
Comments:	<u>Project is part of the November 17, 2021 Board approved Measure Q Bond Spending Plan.</u>		
KCEM Project Manager	<u>Noe Ramos</u>		
Submitted by:	<u>Priscilla Meckley</u> Program Director, Kitchell CEM		
PROJECT AUTHORIZATION			
	<u>Priscilla Meckley</u> Program Director Kitchell CEM		<u>Lucky Lofton</u> Executive Bonds Manager Solano Community College District

PLEASE NOTE: This PIF (Project Initiation Form) is provided at the onset of a large stand-alone project or for a bond spending plan category when a new tranche is established. This form summarizes the overall intent for the project or bond spending plan category prior to the start of the work. It is expected that (after initiation) scope, schedule and budget will likely change as the work is done. This PIF is not resubmitted to reflect these changes, if and when they occur, as Board of Trustees are informed of and take action upon (per policy and procedures) project and program work as it progresses.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO SALAS O'BRIEN FOR
PROFESSIONAL SERVICES FOR THE FAIRFIELD
CAMPUS REPLACEMENT SUBSTATIONS #3 AND #4
PROJECT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for the award of a professional services contract to Salas O'Brien for Criteria Architect/Engineering Services for the Replacement Substations #3 and #4 Project for the Fairfield Campus. On August 18, 2021 the Board approved a contract for Salas O'Brien to conduct a Feasibility Study to determine the viability of modernizing two existing electrical substations. The study has since been completed, and it was determined that this project should move forward.

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: Renovating existing instructional space and equipment.

Ed. Code: Board Policy: Estimated Fiscal Impact: \$508,822.00 Measure Q Bond Funds

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

Susan Wheat
VP, Finance & Administration
VICE PRESIDENT APPROVAL

February 18, 2022
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Dr. Celia Esposito-Noy
Superintendent-President

March 2, 2022
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO SALAS O'BRIEN FOR
PROFESSIONAL SERVICES FOR THE FAIRFIELD
CAMPUS REPLACEMENT SUBSTATIONS #3 AND #4
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This project will utilize the Design-Build delivery method, and as such will need a Criteria Architect. The scope of work for the consultant will include development of full bridging/criteria documents that will be used in solicitations for potential Design-Build Teams. These documents will define the project baseline goals/requirements for the Project. The consultant will also provide oversight services during the subsequent Design-Build Phases in order to ensure that the initial project goals and requirements are fulfilled by the Design-Build Team.

This project scope will consist of the replacement and/or modernization of existing aging Substation #3 and Substation #4, which are original to the Fairfield Campus.

A proposal was requested from Salas O'Brien based upon their successful completion of the project's Feasibility Study, and general understanding of Fairfield Campus' electrical substation and infrastructure. Salas O'Brien is part of the District's approved MEP Consultant Pool, which was Board-approved at the May 1, 2019 Board Meeting.

Salas O'Brien is recommended for award of this contract for the Replacement Substations #3 and #4 Project.

The Board is asked to approve a professional services contract to Salas O'Brien, in the amount not to exceed \$508,822.00.

The agreement is available online at: <http://www.solano.edu/measureq/planning.php>.

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

TO: **Members of the Governing Board**

SUBJECT: **APPROVAL OF CONTRACT CHANGE ORDER #19 TO
BHM CONSTRUCTION, INC. FOR THE FAIRFIELD
LIBRARY/LEARNING RESOURCE CENTER PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Change Order #19 to the contract with BHM Construction, Inc. (BHM), the general contractor for the Fairfield Library/Learning Resource Center (LLRC) Project. On October 16, 2019 the Board approved a contract with BHM for the Fairfield LLRC Project.

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 complete functionality of new LLRC building

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$24,085 State/Measure Q / \$50,941 CARES Act</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

Susan Wheat
V.P., Finance & Administration

VICE PRESIDENT APPROVAL

February 18, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 2, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #19 TO BHM
CONSTRUCTION, INC. FOR THE FAIRFIELD
LIBRARY/LEARNING RESOURCE CENTER PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

During the process of construction, RFI (Request for Information) / submittal review and project inspection, the following issues / changes were noted / required:

- Book theft cabling no longer required with new system.
- Switch type clarifications not correctly detailed in drawings.
- Additional wall backing for owner requested IT furniture.
- Steel penetration sealant and backer not detailed in drawings.
- Added flooring protection for book relocation.
- Scaffolding for code required sprinkler heads due to duct and cable tray obstruction.
- Builders Risk policy extension required due to COVID delays.
- Elevator Operators required due to COVID related delays to elevator work.
- Sheetrock Patching due to fire alarm device location conflicts.
- Painting additional skylight sheetrock not originally detailed in drawings.
- Generator required for owner requested TV studio floor prep.
- Utility box adjustments due to unforeseen conditions in angle of fire lane.
- Water Board permit extension due to COVID related schedule delays.

BHM Construction, Inc's Change Order Request includes all costs of both time and materials of the aforementioned changes.

Following is a summary of the Contract:

\$30,279,100.00	Original Contract Amount
\$2,667,333.02	Previously Approved Change Orders (18)
<u>\$75,026.00</u>	Proposed Change Order #19
\$33,021,459.02	NEW Contract Amount, Including Change Order #19

The Board is asked to approve this Change Order #19 to BHM Construction, Inc. in the amount of \$75,026.00 resulting in a new contract amount of \$33,021,459.02.

The agreement is available online at: <http://www.solano.edu/measureq/planning.php>



SOLANO SWINERTON
COMMUNITY COLLEGE MANAGEMENT & CONSULTING

Change Order

Solano Community College District

4000 Suisun Valley Road
Fairfield, CA 94534
Tel: 707-864-7189 Fax: 707-207-0423

Change Order # 19
Project Number: 19-009
Date: 16-Feb-22

DSA File No.: 48-C1
DSA App. No.: 02-116761

Project: Solano Community College District
Library Learning Resource Center (LLRC) Project
Fairfield Campus

Construction Manager:
Swinerton Management and Consulting
260 Townsend Street
San Francisco, CA 94107

To: BHM Construction, Inc.
221 Gateway Road W, Ste. 405
Napa, CA 94558

The Contract is Changed as Follows:

<u>PCO No.</u>		
130B	Book theft cabling not required with new system	(\$939.00)
197	Switch type clarifications not correctly detailed	\$655.00
198	Wall backing required for owner requested IT furniture	\$14,818.00
201	Steel penetration sealant and backer not detailed in drawings	\$852.00
202	Added flooring protection for book relocation	\$2,028.00
204	Scaffolding for code required sprinkler heads due to duct and cable tray obstruction	\$2,920.00
208	Builders Risk policy extension required due to COVID delays	\$31,566.00
210.1	Elevator Operators required due to COVID related delays to elevator work	\$18,569.00
217	Sheetrock Patching due to fire alarm device location conflicts	\$895.00
218	Painting additional skylight sheetrock not originally detailed in drawings	\$1,511.00
220	Generator required for owner requested TV studio floor prep	\$968.00
221	Utility box adjustments due to unforeseen conditions in angle of fire lane	\$377.00
226	Water Board permit extension due to COVID related schedule delays	\$806.00

TOTAL COST OF CHANGE ORDER

Add \$75,965.00

Deduct (\$939.00)

FINAL CHANGE ORDER AMOUNT:

\$75,026.00

Original Contract Sum:	\$ 30,279,100.00
Total Change By Previous Change Order:	\$ 2,667,333.02
Contract Sum Prior to This Change Order:	\$ 32,946,433.02
Original Contract Sum will be Increased by This Change Order:	\$75,026.00
The New Contract Sum Including This Change Order Will Be:	\$ 33,021,459.02
The New Contract Completion Date Will Be:	7/11/2022
Contract Time Will Be Unchanged by This Change Order:	X
The Date Of Substantial Completion As Of This Change Order Is:	1/18/2022

CM: _____
 Swinerton Management and Consulting
 260 Townsend Street
 San Francisco, CA 94107

Date: _____

ARCHITECT: _____
 Noll & Tam Architects
 729 Heinz Avenue #7
 Berkeley, CA 94710

Date: _____

CONTRACTOR: _____
 BHM Construction, Inc.
 221 Gateway Road W, Ste. 405
 Napa, CA 94588

Date: _____

OWNER: _____
 Lucky Lofton
 Executive Bonds Manager
 Solano Community College District

Date: _____

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #3 TO NOLL & TAM
 ARCHITECTS FOR PROFESSIONAL SERVICES FOR THE
 LIBRARY/LEARNING RESOURCE CENTER PROJECT
 (BUILDING 100 REPLACEMENT)**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

On November 15, 2017 the Board approved a professional services contract to Noll & Tam Architects for architectural services for the Library and Learning Resource Center Project (Building 100 Replacement) on the Fairfield Campus.

Board approval is now requested for Amendment #3 to increase the original professional services agreement with Noll & Tam Architects for costs incurred resulting from additional scope of services and to extend the contract term due to COVID-19 project delays.

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: Renovating existing instructional space and equipment.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$4,744 State/Measure Q / \$35,460 CARES Act</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

Susan Wheet

Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

February 18, 2022

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

March 2, 2022

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #3 TO NOLL & TAM
ARCHITECTS FOR PROFESSIONAL SERVICES FOR THE
LIBRARY/LEARNING RESOURCE CENTER PROJECT
(BUILDING 100 REPLACEMENT)**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

During construction, several requests were made by both the contractor and the District to increase the scope of the design team in order to improve the Project for the District and to allow for more efficient work by the contractor. Additionally, delays to the project schedule as a result of COVID-19 have resulted in requiring the design team to remain on the Project longer than originally agreed upon. The agreement with Noll & Tam Architects to increase their fee and to extend the term of the agreement is in consideration of the costs associated with those requests and the COVID-19 pandemic.

\$ 2,992,309	Original Contract Amount
\$ (19,002)	Previously Approved Amendments (2)
<u>\$ 40,204</u>	Proposed Amendment #2
\$3,013,511	New Contract Amount

The Board is asked to approve this contract Amendment #3 to Noll & Tam Architects in an amount of \$40,204.00

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

**AMENDMENT #3 TO AGREEMENT
ARCHITECTURAL SERVICES**

This Third Amendment to the Agreement for Architectural Services ("Amendment") for the Library/Learning Resource Center (Building 100 Replacement) Project at the Fairfield Campus, is made and entered into this 2nd day of March, 2022, by and between the Solano Community College District ("District") and Noll & Tam Architects ("Architect") (each a "Party" and, together, "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into the Agreement for Architectural Services on November 1, 2017 ("Agreement"), relating to the Library/Learning Resource Center (Building 100 Replacement) Project at the Fairfield Campus, located at 4000 Suisun Valley Road, Fairfield, CA 94534 ("Project"), as further described in the Agreement; and

WHEREAS, pursuant to the Agreement, Architect's contract price for architectural services ("Services") satisfactorily rendered is a not-to-exceed amount of Two Million Nine Hundred Ninety-Two Thousand, Three Hundred Nine Dollars and Zero Cents (\$2,992,309.00) ("Fee"); and

WHEREAS, at this time, the Parties wish to amend the Agreement to increase the Fee amount by Forty Thousand, Two Hundred Four Dollars and Zero Cents (\$40,204.00) for changes in scope of work associated with structural approval for owner furniture backing changes, for structural approval for owner projector mounting changes, and for extended project close out services through July 31, 2022 due to COVID-19 delays for the Project; and

WHEREAS, the new Fee will be Three Million, Thirteen Thousand, Five Hundred Eleven Dollars and Zero Cents (\$3,013,511.00).

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

1. Amendments to Agreement.

Fee and Method of Payment: Article 6.1 of the Agreement, Fee and Method of Payment, shall be amended to read as follows:

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

An amount equal to **Three Million, Thirteen Thousand, Five Hundred Eleven Dollars and Zero Cents (\$3,013,511.00)** based on the rates set forth in **Exhibit "D."**

Article 25. Notice and Communications: Notices and communications contact name and email address shall be changed to

ATTN: Priscilla Meckley
Email: Priscilla.Meckley@solano.edu.

Exhibit "A" Subparagraph A.1. Construction Cost Budget shall be amended to read as follows:

Construction Cost Budget may be adjusted from the original budget of \$29,324,000 by increases and / or decreases made through Change Orders and Amendments and at the District's discretion, for the duration of the contract term.

Exhibit "C": Schedule of Services is extended through July 31, 2022.

2. Other Provisions Reaffirmed.

All other provisions of the Agreement and prior Amendments shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Agreement or prior Amendments to that Agreement, the provisions of this Amendment #3 shall control.

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment #3 as of the date set forth above.

Dated: _____, 2022

Dated: _____, 2022

NOLL & TAM ARCHITECTS

SOLANO COMMUNITY COLLEGE DISTRICT

By: _____

By: _____

Print Name: _____

Dr. Celia Esposito-Noy

Print Title: _____

Superintendent/President

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO PMP
 ENVIRONMENTAL CONSULTING, INC. FOR
 PROFESSIONAL SERVICES FOR THE
 LIBRARY/LEARNING RESOURCE CENTER (BUILDING
 100 REPLACEMENT) PROJECT**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

On June 9, 2020 the District entered into a professional services Agreement to PMP Environmental Consulting, Inc. (PMP) for abatement monitoring services on the Library/Learning Resource Center (Building 100 Replacement) Project on the Fairfield Campus.

Board approval is now requested for Amendment #1 to increase the total agreement amount, to extend the contract term and to modify the scope of services provided.

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: Oversight and control over abatement of hazardous materials.

<i>Ed. Code: Board Policy: Estimated Fiscal Impact: \$24,060 State and Measure Q Funds</i>	
SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager	
PRESENTER'S NAME	
4000 Suisun Valley Road Fairfield, CA 94534	
ADDRESS	Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 863-7855	
TELEPHONE NUMBER	
Susan Wheat Vice President, Finance & Administration	March 2, 2022
VICE PRESIDENT APPROVAL	DATE APPROVED BY
February 18, 2022	SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO	
SUPERINTENDENT-PRESIDENT	

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO PMP
ENVIRONMENTAL CONSULTING, INC. FOR
PROFESSIONAL SERVICES FOR THE LIBRARY /
LEARNING RESOURCE CENTER (BUILDING 100
REPLACEMENT) PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The abatement schedule is significantly longer than originally included in original contract. This amendment is to include all additional time, testing, and reporting required by all local, state, and federal agencies concerning the control of hazardous material abatement.

\$ 8,870	Original Contract Amount
\$ 0	Previously Approved Amendments (0)
<u>\$ 24,060</u>	Proposed Amendment #1
\$ 32,930	New Contract Amount

The Board is asked to approve this contract Amendment #1 to PMP Environmental Consulting, Inc. in an amount of \$24,060, resulting in a new contract amount of \$32,930.

The contract amendment can be reviewed at: <http://www.solano.edu/measureq/planning.php>

AMENDMENT #1 TO AGREEMENT

PARTIES

This First Amendment to Agreement ("Amendment") is entered into between the Solano Community College District, ("District") and **PMP Environmental Consulting, Inc.** ("Consultant"), collectively the "Parties".

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated June 9, 2020 for **abatement monitoring services** related to the Library/Learning Resource Center Project ("Project"); and

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services being performed and to extend the services being performed for the Library/Learning Resource Center Project.

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

AGREEMENT

1. Article 2 of the Agreement is amended to read in its entirety:

Term. Consultant shall commence providing services under this Agreement on June 9, 2020 and will diligently perform as required and complete performance by March 31, 2022, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

2. The first sentence of Article 4 of the Agreement shall be amended to read:

District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Thirty-Two Thousand, Nine Hundred Thirty Dollars and Zero Cents (\$32,930.00). This fee is a total of the original June 9, 2020 Agreement in the amount of \$8,870.00 and this Amendment #1 in the amount not to exceed \$24,060.00.

3. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).
4. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.
5. Exhibit "A" shall be amended to read in its entirety:

Scope of Consultant Work:

1. Perform onsite project monitoring for the upcoming demolition of Building 100, located on the Solano Community College Campus, Fairfield, California.
2. Provide project coordination, monitor the remediation work, collect daily ambient air samples, document that the contractor used the proper work practices and

- properly protected employees during remediation work, and conduct a final visual clearance inspection and sampling at the end of the project.
3. This Scope includes up to forty (40) days onsite, forty (40) daily ambient air samples with analysis by Phase Contrast Microscopy (PCM), three (3) sets of clearance air samples by Transmission Electron Microscopy (TEM), and a final report.
 4. All personnel used on this project will be properly licensed by CAL OSHA and California Department of Public Health (CDPH).
 5. All sample prices are based on a 24-hour turnaround.

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

Dated: _____, 2022

Dated: _____, 2022

**SOLANO COMMUNITY COLLEGE
DISTRICT**

**PMP ENVIRONMENTAL CONSULTING,
INC.**

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: Executive Bonds Manager

Print Title: _____

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

TO: **Members of the Governing Board**

SUBJECT: **CHANCELLOR’S OFFICE EXPERIENTIAL AND WORK-BASED LEARNING GRANT AGREEMENT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for a Chancellor’s Office experiential and work-based learning grant agreement. This grant agreement will support the completion of several ongoing projects including the Governor’s Office Department of Defense CADENCE student internship & faculty externship project, a bioentrepreneurship training pilot project with CSULA BioStart funded by Amgen, a Capstone to Career Program with CitiBank, and an InternMatch Project with the Nasdaq Entrepreneurial Center. The amount of the grant agreement is \$180,000 and term is January 24, 2022 to December 31, 2023.

Attached is a copy of the proposed grant agreement.

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: 81655</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$180,000 Grant Revenue</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Charles Eason
State Director, Business & Entrepreneurship

PRESENTER’S NAME
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7846

TELEPHONE NUMBER
David Williams, Ph.D.
Vice President, Academic Affairs

VICE PRESIDENT APPROVAL

February 16, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 2, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

GRANT AGREEMENT

California Community Colleges Board of Governors - 6870	District (Grantee): Solano CCD College: Solano Community College
Division: Workforce and Economic Development Project: Work-based Learning in Business and Entrepreneurship	Total Amount Encumbered: \$180,000.00

This grant is made and entered into by the California Community Colleges Chancellor’s Office, on behalf of the California Community Colleges Board of Governors and Solano Community College District hereafter referred to as the Grantee. The purpose of the grant is to fund the final two years of the experiential and work-based learning program in business and entrepreneurship, led by Solano Community College District. This grant will support an established partnership with the Governor’s Office of Business and Economic Development (GO-Biz) to offer targeted internships to students in business and entrepreneurship. The grant consists of this Grant Agreement face sheet and the Grant Agreement Terms and Conditions.

The total amount payable shall not exceed the amount specified above as “Total Amount Encumbered”.

The term of this grant shall be from January 24, 2022 to December 31, 2023.

<p align="center">GRANTEE</p>	
Project Director: Charles Eason	Total Grant Funds Requested: \$180,000.00
Signature, Chief Executive Officer (or Authorized Designee)	
<p align="right">Date:</p>	
Print Name/Title of Person Signing: Dr. Celia Esposito-Noy	District Address: 4000 Suisun Valley Road Fairfield, CA 94534-3197

<p align="center">STATE OF CALIFORNIA</p>	
Project Monitor: Sean McCobb	Agency Address: 1102 Q Street, Suite 4400 Sacramento, CA 95811-6539
Signature, Accounting Manager (or Authorized Designee) Budget funds are available for the period and purpose of the expenditure stated above.	
<p align="right">Date:</p>	
Signature, Deputy Chancellor (or Authorized Designee)	
<p align="right">Date:</p>	
Print Name/Title of Person Signing Dr. Daisy Gonzales, Deputy Chancellor	

STATE OF CALIFORNIA FUNDING

Bus. Unit	Ref No.	Fund	FI\$Cal Prgm	Reporting Structure	Account Code	Project ID Code	Chapter	Statute	Funding Year (Enactment Year)	Agreement Amount
6870	101	0001	5675119	68704000	5432000	081	21	2021	2021-22	\$180,000.00
TOTAL AMOUNT ENCUMBERED TO DATE: \$180,000.00										

EXHIBIT A

A. SCOPE OF WORK AND PAYMENT PROVISIONS

1. Scope of Work

Grantee shall complete the following tasks:

Objective #1: As the Community College Partner on the Governor’s Office Department of Defense, California Defense Ecosystems and National Consortia Effort (DoD CADENCE) Grant, complete Project 10 - Internships/Externships for Dual Use Innovation in support of Vision Goal #4.

Activities	Measurable Outcomes and Deliverables
<p>1.1 Recruit California defense manufacturing community consortium firms (DoD SBIR Phase I, II, III Firms) to participate in the student internship/faculty externship project. Outreach efforts will be conducted to identify DoD SBIR Phase I, II, III companies from a database of Small Business Innovation and Research (SBIR)/Small Business Technology Transfer (STTR) awardees that would be interested in hosting student interns and faculty externs to assist them with commercializing their dual-use technologies.</p>	<p>Ten (10) DoD SBIR/STTR companies agree to participate in student internship projects and receive up to 150 hours of student intern time to assist them with commercialization of dual use technologies.</p>
<p>1.2 Engage with the Foundation for California Community Colleges (FCCC) to act as the employer of record for student interns via the Career Catalyst Program. Under a contract with the Foundation for FCCC Career Catalyst Program, Solano College as host for CADENCE Project 10 will pay invoices upon submission of student intern bi-weekly timesheets. Supervisory Community College Agreements and External Worksite Agreements will be set up with the participating community colleges and participating DoD SBIR/STTR companies.</p>	<p>Ten (10) Supervisory Community College Agreements will be executed with the participating colleges.</p> <p>Twenty (20) student interns are paid up to 75 hours at a burdened rate of \$20/hr.</p> <p>Ten (10) participating DoD SBIR/STTR companies receive up to 150 hours of paid student internships at no cost to them.</p>
<p>1.3 Recruit and train faculty externs to act as coaches and mentors to student interns. Faculty will be selected at each of the participating community colleges to act as coaches to students and liaisons between the students and participating DoD SBIR/STTR companies. Monthly community of practice (COP) meetings will be helped via Zoom web conferencing with faculty to provide training and share best practices. A COP website will also be maintained as a repository of resources for the COP (e.g. recordings of COP meetings, FCCC Career Catalyst tutorials, etc.)</p>	<p>Ten (10) faculty will be selected to receive \$8,500 stipends for their work as coaches and mentors to the student interns.</p> <p>Scopes of work for the student internships will be negotiated with the ten (10) participating DoD SBIR/STTR companies.</p> <p>Recordings and best practices from the monthly COP meetings will be captured on the COP website.</p>

EXHIBIT A

Activities	Measurable Outcomes and Deliverables
<p>1.4 Match and place student intern and faculty extern teams with California defense manufacturing community consortium firms. Each of the participating colleges will identify one faculty and two student interns to be placed at a DoD SBIR/STTR company to assist the company with commercializing their dual use technology.</p>	<p>Twenty (20) student interns mentored by ten (10) faculty externs will be placed at ten (10) California DoD SBIR/STTR companies. Twenty (20) student interns receive seventy-five (75) hours of work-based learning.</p>
<p>1.5 Prepare and submit a final report to the Governor's Office of Planning and Research (OPR) summarizing the outcomes of the project.</p>	<p>OPR and DoD approves the final report for CADENCE Project 10 and the information is made available through U.S. Department of Defense Office of Local Defense Community Cooperation (OLDCC).</p>

Objective #2: As the Community College Partner on the Bioentrepreneurship Training to Diversify Pipeline of Biotechnology Leaders pilot project funded by an Amgen grant with California State University, Los Angeles (CSULA) BioStart, complete activities related to integrating the Bioentrepreneurship modules at Los Angeles (LA) Trade Tech College, Rio Hondo College, and Los Angeles Pierce College in support of Vision Goals #1 and #4.

Activities	Measurable Outcomes and Deliverables
<p>2.1 Select faculty at the three community colleges to participate in the pilot project. Faculty will be selected to work on a cross discipline team to work together on infusing Bioentrepreneurship Training into Life Sciences and Biotech courses at three community colleges in the LA Region.</p>	<p>Three (3) faculty will receive \$4K in stipends (\$2K from Educational Workforce Development (EWD) funds matched by \$2K from the Amgen grant). Each faculty will provide 40 hours of effort to infuse Bioentrepreneurship Training into Life Science and Biotech Courses at LA Trade Tech, Rio Hondo College, and Los Angeles Pierce College).</p>
<p>2.2 Develop and adapt LA BioStart Boot Camp content into five course modules to infuse into community college Biotech and Life Sciences Courses. Faculty will review LA BioStart Boot Camp curriculum to identify five topics to be developed into course modules, determine course module formats and delivery modules, formulate student-learning outcomes for modules, and develop test banks for course modules.</p>	<p>Five (5) course modules are developed with student learning outcomes ready to be integrated Life Sciences and Biotech courses at LA Trade Tech, Rio Hondo College, and Los Angeles Pierce College.</p>
<p>2.3 Pilot the five bioentrepreneurship course modules as part of Livesciences and Biotech courses at LA Trade Tech College, Rio Hondo College, and Los Angeles Pierce College</p>	<p>Three (3) colleges (LA Trade Tech, Rio Hondo, and Los Angeles Pierce College) offer Life</p>

EXHIBIT A

Activities	Measurable Outcomes and Deliverables
<p>Spring Term 2022. The Business and Entrepreneurship Faculty and Life Sciences and Biotech Faculty will work together to integrate five course modules in courses during the Spring Term 2022.</p>	<p>Sciences and Biotech courses utilizing the five Bioentrepreneurship modules. An estimated ninety (90) students completing the modules.</p>
<p>2.4 Work with CSULA BioStart to expand the pilot project and apply for a follow-on grant to expand to another six colleges. Assist CSULA Biostart in applying for a follow-on grant from Amgen to expand the Bioentrepreneurship Training to Diversify Pipeline of Biotechnology Leaders pilot project to an additional six colleges.</p>	<p>An estimated \$100K in grant funding is secured to expand the Bioentrepreneurship Training to Diversify Pipeline of Biotechnology Leaders to an additional six community colleges.</p>

Objective #3: Support a Spring 2022 cohort of the Capstone to Career Program CitiBank/Citi Ventures CUPID® program to prepare students for capstone projects with Citi mentors in support of Vision Goals #1 and #4.

Activities	Measurable Outcomes and Deliverables
<p>3.1 Provide students access to the digital badges developed for the Capstone to Career Program CitiBank/Citi Ventures Citi University Partnerships in Innovation & Discovery (CUPID)® program. CITI® Ventures is collaborating with California Community Colleges and NexusEdge Education to connect students with real-world, real-time capstone projects through the CUPID program. Under the CUPID Program, CitiBank/Citi Ventures is looking to develop a pipeline of California community college students from which to recruit for employment. The “Capstone to Career” project through CUPID allows students to test the waters in a real-world, experiential format and is more simplified than a formal internship process.</p>	<p>Six Hundred (600) NexusEdge licenses will be made available for California Community College students so that they can access and complete the digital badges for the CUPID program.</p>
<p>3.2 Recruit a lead faculty to participate in Capstone to Career Program with CitiBank/Citi Ventures CUPID® program and provide faculty stipend. Faculty at all 116 community colleges will be offered the opportunity to incorporate the Capstone to Career Program with CitiBank/Citi Ventures CUPID® program into their business and entrepreneurship courses.</p>	<p>One (1) faculty will receive \$5,000 stipend to participate in the Citi Capstone to Career CUPID® Program to act as liaison with Citi and mentor to the students on their capstone projects.</p>

EXHIBIT A

Activities	Measurable Outcomes and Deliverables
<p>3.3 Offer students the opportunity to participate in Capstone to Career Program with CitiBank/Citi Ventures CUPID® program. NexusEdge working with the Lead Faculty and other faculty will offer students in business and entrepreneurship courses the opportunity to participate in the Capstone to Career Program with CitiBank/Citi Ventures through CUPID® program.</p>	<p>An estimated sixty (60) students elect to participate in the Citi Capstone to Career CUPID® Program and take at least one digital badge through the NexusEdge platform.</p>
<p>3.4 Students complete Capstone to Career CitiBank digital badges as part of their course assignments using the NexusEdge platform. Faculty will assign the digital badges as a class assignment, course complement, extra project, or as a group club/organizational challenge. The digital badges are autograded within CANVAS. To qualify for the interview phase of CUPID, students have to pass 3 Citi exams, complete essays, and submit a resume.</p>	<p>An estimated thirty (30) students complete the Citibank digital badges through the NexusEdge platform, submit essays and resumes to become eligible to be interviewed for a Capstone Project with Citi mentors.</p>
<p>3.5 Select and interview students to participate in Capstone Project mentored by Citi mentors. Citi and community colleges representatives will conduct interviews to select students to move forward to the Capstone project with Citi mentors. At the completion of the Capstone Projects, students will be required to make a presentation on their Capstone Projects which will be recorded on Zoom.</p>	<p>An estimated eight (8) students will be matched with Citi mentors and complete a Capstone Project. Students that complete the Capstone project are entered into the Citi recruiting pipeline where their work will be placed in front of Citi recruiters.</p>

EXHIBIT A

Objective #4: Support InternMatch project with the Nasdaq Entrepreneurial Center where student interns coached by faculty mentors are matched with early stage startups in support of Vision Goals #1 and #4.

Activities	Measurable Outcomes and Deliverables
<p>4.1 Recruit faculty externs to receive stipends to participate in the Nasdaq InternMatch Program and act as mentors to student interns who are placed at early stage startup companies. A Request for Application (RFA) will be issued for faculty to participate in the Nasdaq InternMatch Program and receive \$5,000 stipends. The selected faculty will also participate in an orientation and training conducted by the Project Manager and Nasdaq representatives</p>	<p>Three (3) faculty receive \$5,000 stipends to participate as faculty externs.</p>
<p>4.2 Provide students access to the "Think Like an Entrepreneur" course modules so that they have the opportunity to participate in the Nasdaq Entrepreneurial Center InternMatch program and be matched with early stage startup companies for unpaid internships. Faculty will offer students in their Intro to Business and Entrepreneurship courses access to the "Think Like an Entrepreneur" course modules to prepare them for internships with early stage startup companies.</p>	<p>An estimated twenty (20) students are elected to go through the "Think Like an Entrepreneur" course modules to become eligible to participate in InternMatch Program.</p>
<p>4.3 Students complete "Think Like an Entrepreneur" course modules as part of the business and entrepreneurship courses to prepare them for internships with early stage startup companies. The "Think Like an Entrepreneur" course modules will be made available to faculty through CANVAS Commons or NexusEdge Platform for faculty to assign as class projects or assignments.</p>	<p>The "Think Like an Entrepreneur" course modules are available for all faculty through CANVAS Commons or NexusEdge Platform. An estimated ten (10) students complete the "Think Like an Entrepreneur" course modules.</p>
<p>4.4 Students interns and faculty externs are matched with early stage startup companies. The Nasdaq Entrepreneurial Center will match teams of student interns coached by faculty externs with early stage startup companies. Faculty externs will act as liaisons between student interns and management of the early-stage startups and negotiate scopes of work for the student internships.</p>	<p>An estimated ten (10) interns are matched with early stage startup companies and scopes of work are negotiated for the student internships.</p>
<p>4.5 Students complete unpaid student internships under the guidance of faculty mentors. Students will complete either in-person</p>	<p>An estimated ten (10) student interns complete internships with early stage companies. The internships will average 60 hours. For unpaid</p>

EXHIBIT A

Activities	Measurable Outcomes and Deliverables
or virtual internships with the early stage startup companies. The internships will be unpaid, but the students can enroll in their colleges work study or work experience program to earn college credit.	internships, students who enroll in their college's work experience program will earn one (1) unit of credit for every 60 hours worked.

The budget for the services outlined above in the scope of work is as follows:

<u>Object of Expenditure</u>	<u>Classification</u>	<u>Grant Funds</u>	<u>Match Funds</u>
2000	Classified Salaries: Charles Eason/Classified Administrator 0.5 FTE (1040 hours) x (\$72.80 hourly rate) = \$75,712 Match from DoD CADENCE Grant = \$60,566 (Workplan Objectives 1,2,3,4)	\$75,712	\$60,566
3000	Employee Benefits: Charles Eason / Classified Administrator / 58.5% Rate for Benefits = \$44,322 Match from DoD CADENCE Grant = \$35,458 (Workplan Objectives 1,2,3,4)	\$44,322	\$35,458
4000	Supplies and Materials: Non-instructional Supplies (Workplan Objectives 1,2,3,4)	\$343	\$0
5000	Other Operating Expenses and Services: Spring & Fall 2022 CCCAOE Conf: \$4,000 (Workplan Objectives 1,2,3,4) National Association for Community College Entrepreneurship (NACCE) dues: \$900 (Workplan Objective 1,2,3,4) Faculty Stipends for Nasdaq Entrepreneurial Center InternMatch Project: \$15,000 (Workplan Objective 4) Faculty Stipends for Citi CUPID Project: \$5,000 (Workplan Objective 3) Subcontract with NexusEdge to support Citi CUPID® and Nasdaq InternMatch: \$16,600 (Workplan Objective 3 & 4)	\$52,700	\$83,976

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<u>Object of Expenditure</u>	<u>Classification</u>	<u>Grant Funds</u>	<u>Match Funds</u>
	Subcontract with Nasdaq Entrepreneurial Center for InternMatch Program: \$10,000 (Workplan Objective 4) AWS, DropBox, WPENGINE, Names.com: \$1,200 (Workplan Objectives 1,2,3,4)		
Total Direct Costs		\$173,077	\$180,000
Indirect Costs		\$6,923	\$0
Total Costs		\$180,000	\$180,000

2. Project Representatives

The project representatives during the term of this Grant Agreement are:

Chancellor's Office: Project Monitor	Contractor: Project Director
Name: Sean McCobb	Name: Charles Eason
Phone: (916) 322-9048	Phone: (707) 863-7846
Address: 1102 Q Street Sacramento, CA 95811	Address: 4000 Suisun Valley Road Fairfield, CA 94534
Email: smccobb@cccco.edu	Email: charles.eason@solano.edu

3. Contractor's Project Director

Grantee's Project Director is responsible for representing Grantee during the term of the Grant Agreement. Grantee shall notify the Chancellor's Office of any change in the Project Director.

4. Chancellor's Office Project Monitor

The Project Monitor is responsible for overseeing the project as a whole. All questions or problems relating to the project, including the terms or conditions of this Grant Agreement and questions from third parties, should be directed to the Project Monitor. The Chancellor's Office shall notify the Grantee of any change in the Project Monitor.

5. Fund Disbursement

In consideration for the promised services described in the scope of work, the Chancellor's Office agrees to pay the Grantee the "Grant Funds" amount stated in the Grant Agreement face sheet. Payments shall be made as follows:

Grantee shall submit invoices quarterly to the Chancellor's Office. Invoices must be emailed to the accountspayable@cccco.edu email address with a copy to the Project Monitor and must include the following information clearly displayed on all invoices:

- ☐ Date of Invoice. The words "Date of Invoice" must precede the date of the invoice.
- ☐ Invoice Number. The words "Invoice Number" must precede a unique invoice number that does not duplicate a prior invoice number.
- ☐ Contractor's Name. Contractor's name must match the name on this Agreement, and on the Std. 204-Payee Data Record or the FI\$Cal Government Agency Taxpayer ID Form (TIN).

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- Payee Address. The phrase “Remit to Address” must precede Contractor’s address, which must match the address on the Std. 204 or TIN Form.
- The Chancellor’s Office Agreement number.
- The Chancellor’s Office Project Monitor.
- Description and date(s) of service(s) rendered.
- Invoice Amount.
- Grantee Contact Information.

6. Travel and Expense Reimbursement

Grantee travel and other expense reimbursement shall be governed by the travel policy and procedures adopted by the Grantee's governing board. For grants involving federal funds, any out-of-state travel must be approved in advance by the Project Monitor.

Grant funds may be used to pay for travel for Chancellor's Office staff provided that (1) the travel is related to the scope of work, (2) the travel is necessary to allow Chancellor's Office staff to provide services or technical assistance beyond the scope of normal Grant monitoring, (3) the request is made by the Grantee, (4) Grantee does not seek or receive any favorable treatment in exchange for paying for travel, (5) travel is arranged and paid for through ordinary Chancellor's Office processes, and (6) the Grant Funds are used to reimburse those costs.

7. Budget Changes

Grantee may make changes to any budget category amounts up to ten (10) percent of the category’s line item without approval of the Project Monitor, provided that no budget category is added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement are not materially affected. Grantee may add or delete budget categories with express, prior written approval of the Project Monitor.

8. Budget Contingency

- a. In order to avoid program and fiscal delays, it is mutually understood that for the mutual benefit of both parties this Grant Agreement may have been written before ascertaining the availability of state or federal funds.
- b. If a state or federal budget for the current fiscal year and/or any subsequent fiscal years covered by this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force or effect. In this event, the Chancellor's Office shall have no liability or responsibility to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- c. If funding for any fiscal year is reduced or deleted by the state or federal budget for purposes of this program, the Chancellor's Office shall have the option to either cancel this Grant Agreement with no liability occurring to the Chancellor’s Office, or offer a Grant Agreement Amendment to Grantee to reflect the reduced amount.
- d. Grantee understands, and will advise sub-grantees and subcontractors, that any work performed by the Grantee, a subgrantee, or a subcontractor prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- e. This Grant Agreement is subject to any additional restrictions, limitations or conditions enacted in the state or federal budget and/or laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner.

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B. SPECIAL TERMS AND CONDITIONS

1. Subcontractors and Subgrantees (This section applies when subcontractors or subgrantees will be used.)

- a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform the services under this Grant Agreement. Subcontractors or subgrantees specifically identified in this Grant Agreement are deemed to be approved by the execution of this Grant Agreement.
- b. Subcontractors and subgrantees retained by Grantee shall be selected using procedures reasonably calculated to ensure that cost shall be given substantial weight in the selection process and that the selected subcontractor or subgrantee is the best-qualified party available to provide the required services. To the extent possible, Grantee should engage in competitive bidding consistent with the policies and procedures adopted by the Grantee's governing board. Where competitive bidding is not used, Grantee should take other appropriate steps to ensure that grant funds are expended to maximize their value to the program objectives. Grantee shall immediately notify the Project Monitor in the event that any subcontractor or subgrantee is terminated.
- c. All subcontracts or subgrants shall contain a provision prohibiting any third or subsequent tier subcontracts or subgrants without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.
- e. Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the selection procedures used, or any other matter related to subcontractor or subgrantee performance.
- f. Nothing contained in this Grant Agreement shall create any contractual relationship between the Chancellor's Office and any subcontractors or subgrantees, and no contract or subgrant shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors, subgrantees and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors and subgrantees is independent from the obligation of the Chancellor's Office to make payments to Grantee. As a result, the Chancellor's Office shall have no obligation to pay or enforce the payment of any moneys to any subcontractor or subgrantee.

2. Approval of Publications and Deliverables and Branding

- a. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. Any product, document, or published materials, including a multimedia presentation, must comply with the accessibility requirements of section 508 of the Rehabilitation Act, Government Code section 11135, Web Content Accessibility Standards 2.0, and any other applicable accessibility regulations.
- c. Any materials prepared for publication (whether in print or digitally) under this Grant Agreement must conform to all Chancellor's Office branding requirements established by the Chancellor's Office Communications and Marketing Division. The Chancellor's Office Communications and Marketing Division must approve any web site proposal before work begins, and the usage of the "Powered by" attribution. Requests for approval should be directed to brand@cccco.edu.

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- d. All products resulting from this Grant Agreement or its subgrants or subcontracts, in whole or in part, shall include attribution to the Chancellor's Office.
- e. Any document or written report prepared, in whole or in part by Grantee, or its contractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and contracts or subgrants relating to the preparation of such document or written report. The Grant and contract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report.
- f. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports.

3. Intellectual Property (This section applies if intellectual property will be created under the scope of work.)

Exclusive Property of Chancellor's Office and Assignment

Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and/or trademarks or servicemarks first created, developed, or produced pursuant to this Grant Agreement shall be the exclusive property of the Chancellor's Office. In the event the Grantee or a subcontractor or subgrantee obtains any intellectual property rights in their names, all rights, title, and interest in and to the work first developed under this Grant Agreement shall be assigned and transferred to the Chancellor's Office. This provision shall survive the expiration or early termination of this Grant Agreement.

Subcontracts and Subgrants

If Grantee enters into a subcontract or subgrant for work first developed under this Grant Agreement, the subcontract or subgrant must incorporate the intellectual property provisions in this Grant Agreement, modified accordingly, and be approved by the Chancellor's Office before the subcontract or subgrant is executed. The subcontract or subgrant must include a provision that all rights, title, and interests in such work shall be assigned to the Chancellor's Office.

Copyright

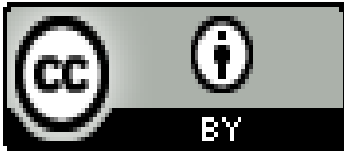
All materials first prepared by Grantee or its subcontractors or subgrantees, if any, under this Grant Agreement or any subcontract or subgrant, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

The Chancellor's Office shall acknowledge Grantee or its subcontractors or subgrantees, if any, as the author of works produced under this Grant Agreement or any subcontract or subgrant, if any, on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons (CC BY) license. The license will allow Grantee or its subcontractors or subgrantees, if any, to reproduce and disseminate copies of such work subject to the terms of the CC BY license. The Grantee or its subcontractors or subgrantees, as licensees, agree not to permit infringement of the copyright by any person, to compensate the Chancellor's Office for any infringement that may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement.

All materials first developed in draft and in final form pursuant to this Grant Agreement, or any subcontract, shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "Chancellor's Office, California Community Colleges." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Grantee or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or Grantee that the copyright be registered with the

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U.S. Copyright Office, Grantee will be responsible for applying for, paying the filing fees for, and securing said copyright.



Patents

Subject to the requirements of law, all rights to any patentable inventions or discoveries conceived and first actually reduced to practice in the performance of the scope of work shall belong to the Chancellor's Office.

Trademarks and Servicemarks

All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or Grantee that a trademark or servicemark be registered with state or federal agencies, Vendor will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office, California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to Grantee. Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the written permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

4. Prohibition Against Use of Grant Fund for Grant Application

In no event may Grantee use Grant funds to pay any individual or organization for the work associated with preparing the Grant application. For breach or violation of this prohibition, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Grant Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. Real Property and Equipment (This section only applies if permitted by the funding source.)

Real property and equipment procured with Grant funds will be used for the purpose of the Grant in accordance with the implementing legislation and the following:

- a. Equipment with an initial purchase price in excess of \$5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.
- b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.
- c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:
 1. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.

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2. If the Grant-funded project involves system wide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.
3. In all other cases, real property or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain \$100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.
4. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

6. Surveys

If this Grant Agreement involves a survey of community college faculty, staff, students, or administrators, Grantee shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the Grantee from the Chancellor's Office or another source.

7. Curriculum Development (This provision only applies to the development of new college curriculum.)

- a. All courses initiated or substantially modified as a result of activities supported by this Grant Agreement must comply with all applicable provisions of subchapter 1 of chapter 6 of division 6 of title 5 of the California Code of Regulations (commencing with section 55000), including but not limited to, section 55002, which defines standards for degree-applicable credit, non-degree-applicable credit, and noncredit courses. All such courses must be reviewed through the appropriate processes as described in the Program and Course Approval Handbook published by the Chancellor's Office.
- b. All programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Grant Agreement must be approved at the appropriate level and through the appropriate process as described in subchapter 1 (commencing with section 55000) and subchapter 2 (commencing with section 55100) of chapter 6 of division 6 of title 5 of the California Code of Regulations and the Program and Course Approval Handbook published by the Chancellor's Office.
- c. The awarded funding of this Grant Agreement to support the development of new curriculum shall not be construed to constitute endorsement or approval of the resulting curriculum by the Chancellor's Office or to guarantee or affect the outcome of the curriculum review and approval process.

8. Revenue from Proposition 98 Funds:

If the Grantee or any of its subgrantees or subcontractors in any way hosts or conducts a seminar, conference, convention, training, meeting, symposia, or any other professional or informational gathering using Proposition 98 funds and charges an attendance fee resulting in surplus funds or revenue, those funds shall be deposited into the account that holds the funds for this agreement. The Grantee will immediately notify the Project Monitor of the excess funds and will provide the Project Monitor with a written accounting of said funds. The excess funds must be used consistent with this grant's scope of work and approved, in writing, by the Project Monitor.

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9. Public Hearings

If public hearings on the subject matter dealt with in this Grant Agreement are held during the period of the Grant Agreement, Grantee will make available the personnel assigned to this Grant Agreement for the purpose of testifying.

10. Work by Chancellor's Office Personnel

Staff of the Chancellor's Office will be permitted to work side by side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. Staff of the Chancellor's Office will be given access to all data, working papers, subcontracts, etc., which Contractor may utilize.

11. Time is of the Essence

The timing for delivery of the good and/or services required by this Grant Agreement is essential to the provision of educational services to the students of the California Community Colleges that are dependent upon a fixed academic calendar. Failure to complete any element of the scope of work shall entitle the Chancellor's Office to withhold up to the full amount of the ten-percent final payment, at the Chancellor's Office discretion.

C. GENERAL TERMS AND CONDITIONS

1. Amendments

An amendment of this Grant Agreement is required to extend the completion date, materially change the work to be performed, or alter the budget. Requests for an amendment must be submitted to the Project Monitor, and should be made as soon as possible after the need for an amendment arises.

2. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of the Project Monitor and in the form of a formal written amendment.

3. Settlement of Disputes

In the event of a dispute, Grantee agrees to file a "Notice of Dispute" with the Chancellor's Office, within 10 days of discovery of the problem. Immediately thereafter and at a time and place mutually agreed upon, the Grantee, the Vice Chancellor for the division awarding the Grant Agreement, and the Project Monitor will meet for purposes of resolving the dispute. The decision of the Chancellor's Office shall be final. Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

4. Notice

Any notice to either party that is required or permitted to be given under this Grant Agreement shall be given by email to the Project Monitor and/or Project Director. Such notice shall be effective when received. In the event of an emergency, the Project Monitor and/or Project Director should be contacted immediately by telephone.

5. Audit

Grantee agrees that the Chancellor's Office, the California State Auditor, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Chancellor's Office, the California State Auditor, any other appropriate state or federal

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oversight agency, or their designated representative(s) to audit records and interview staff in any contract or subgrant related to performance of this Grant Agreement.

6. Standards of Conduct and Conflicts of Interest

Grantee hereby assures that in administering this Grant Agreement, including the hiring of subcontractors or subgrantees, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of this Grant Agreement and to avoid any potential conflict of interests in its administration.

- a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, as well as its subcontractors and subgrantees in administering the Grant Agreement, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, or its subcontractors and subgrantees will receive favorable treatment in the award of subcontracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- c. Conducting Business Involving Close Personal Friends and Associates. In administering the Grant Agreement, officers and employees of the Grantee, or its subcontractors and subgrantees will exercise due diligence to avoid situations that may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. Avoidance of Conflicts of Economic Interests.
 1. Grantee shall take all reasonable steps to ensure that its subcontractors and subgrantees, officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no subcontractor, subgrantee, officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Grant Agreement. The term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.
 2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose that could result in private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.
 4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract or subgrant is for the provision of services or goods by any board member, or by any person or entity that is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give

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rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

7. Union Organizing

Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code section 16645.2 to this Grant Agreement, and hereby certifies that none of the Grant funds will be used to assist, promote or deter union organizing. If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Grantee shall provide those records to the Attorney General upon request.

8. Nondiscrimination Clause

- a. During the performance of this Grant Agreement, Grantee, contractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Grantee, contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Grantee, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts or subgrants to perform work under the Grant Agreement.

9. Accessibility for Persons with Disabilities

- a. By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. §§ 12101 et seq.)
- b. Grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. Grantee shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Contractor, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act. (36 C.F.R. § 1194.1, Apps. A & C.)
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of US Section 508 Standards (<https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh>) and/or the WCAG 2.0 Level AA

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criteria (<https://www.w3.org/TR/WCAG20/>) or similar guidelines developed by the Chancellor's Office.

- e. Grantee shall respond, and shall require its contractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section
- f. Grantee and its contractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. Grantee shall incorporate the requirements of this section into all contracts or subgrants to perform work under this Grant Agreement.

10. Drug-Free Workplace Certification

By signing this Grant Agreement, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The organization's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation, and employee assistance programs; and,
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works under the Grant will:
 - 1. Receive a copy of the Grantee's drug-free policy statement; and,
 - 2. Agree to abide by the terms of the Grantee's policy statement as a condition of employment under the Grant.

Failure to comply with these requirements may result in suspension of payments under the Grant Agreement or termination of the Grant Agreement or both and Grantee may be ineligible for award of any future state grants if the Chancellor's Office determines that any of the following has occurred: (1) Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above.

11. Termination

- a. Termination Option. Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination that could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. Upon termination, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").

EXHIBIT A

- b. Event of Breach. In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant Agreement upon five (5) days' written notice to the Grantee. In the event of such termination, the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due Grantee under this Grant Agreement, and the balance, if any, shall be paid to Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.

12. Indemnification

Grantee agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, subgrantees, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant Agreement.

The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:

- a. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
- b. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
- c. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

13. Waiver of Rights

Any action or inaction by the Chancellor's Office or the failure of the Chancellor's Office on any occasion, to enforce any right or provision of the Grant Agreement, shall not be construed to be a waiver by the Chancellor's Office of its rights hereunder and shall not prevent the Chancellor's Office from enforcing such provision or right on any future occasion. The rights and remedies of the Chancellor's Office herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

14. Workers' Compensation Insurance

Grantee hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Grant Agreement, or is self-insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish to the Chancellor's Office satisfactory evidence thereof at any time the Project Monitor may request.

15. Unenforceable Provisions

In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of the Grant Agreement remain in full force and effect.

16. Law Governing

EXHIBIT A

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Agreement shall be in Sacramento County, Sacramento, California.

17. Independent Status of Grantee

The Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

18. Grant Agreement is Complete

No amendment, alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Grant Agreement is binding on any of the parties.

19. Captions

The clause headings appearing in this Grant Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

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

TO: Members of the Governing Board

SUBJECT: AGREEMENT BETWEEN ARCHWAY RECOVERY SERVICES, INC. AND SOLANO COMMUNITY COLLEGE FOR PSYCHOLOGY AND HUMAN SERVICES & SOCIAL WORK INTERNSHIP

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for an MOU between Archway Recovery Services, Inc. and Solano Community College to create a mentored internship program in the area of Addiction Services in relation to the Behavioral Health Mentored Internship Program (MIP) managed by the Advocates for Human Potential, Inc. funded by the Department of Health Care Services, Community Services Division. This agreement will provide opportunities for SCC students in the Psychology and Human Services & Social Work Programs to receive training and supervised field experience working in substance use disorder agencies or related fields.

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: None</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

David Williams, Ph.D.
Vice President, Academic Affairs

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

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

ADDRESS
707 864-7117

TELEPHONE NUMBER
David Williams, Ph.D.
Vice President, Academic Affairs

March 2, 2022
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

VICE PRESIDENT APPROVAL
February 17, 2022

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

Memorandum of Understanding

Between

Archway Recovery Services, Inc.
1525 Union Ave.
Fairfield, 94533

And

Solano Community College
Psychology & Human Services & Social Work
4000 Suisun Valley Road
Building 900, Office 904
Fairfield, CA 94534

This Memorandum of Understanding sets forth the understanding between Archway Recovery Services, Inc. (ARS) and Solano Community College (SCC) Department of Human Services and Addiction Studies in relation to the Behavioral Health Mentored Internship Program (MIP) managed by the Advocates for Human Potential, Inc. funded by the Department of Health Care Services, Community Services Division.

Whereas ARS intends to create a mentored internship program consistent with the requirements of the grant funding referenced above, and

Whereas SCC prepares students for credentialing as Alcohol and Other Drug Counselors and/or Case Managers working in the behavioral health field, and

Whereas the SCC requires students to pursue training in field locations as a condition of the completion of their education requirements, and

Whereas the grant referenced above allows ARS to provide paid internship opportunities that include structured learning experiences in the behavioral health field, and

Whereas ARS mentors and interns will participate in coaching and training opportunities to help implement this MIP with a goal of promoting sustainability after the conclusion of the grant period,

Therefore, it is understood and agreed that ARS will serve as an internship site for SCC students, and

SCC agrees to collaborate with ARS staff in the promotion of this internship program, in the identification of identified intern candidates, and in the design of their Individual Learning Plan, and

SCC agrees to provide at least one representative to participate on online regional and statewide “Learning Collaborative” hosted by Advocates for Human Potential, Inc.

Included herein is a description of the program design to be submitted in fulfillment of the grant application.

Kevin Philips
Archway Recovery Services, Inc.

Date

For Solano Community College.

Date

Name (Please Print)

Mentored Internship Program
Program Design

Goal:

Implement an in-house MIP to assist in the treatment and recovery of patients with SUD.

Process:

ARS will use existing ARS staff (Case Managers and AOD Counselors) to mentor Interns to prepare them for deployment in substance use disorder agencies or another allied field.

Objectives:

1. Hire and deploy an Internship Coordinator. This person will:
 - a. Visit, network with, and promote this program on our three partner education institutions (PEI), Solano Community College, Solano Community College, and Solano Community College.
 - b. Recruit qualified interns for training and services at ARS.
 - c. Monitor the General Learning Plan (GLP) and develop an Individual Learning Plan (ILP) in consultation with the Intern, the Intern's appointed Mentor, and the Intern's partnering educational institution.
 - d. Provide initial training for incoming Interns.
 - e. Monitor Intern learning to assure GLP and ILP learning goals are met.
 - f. Organize and monitor participation of Interns and Mentors in all Learning Collaborative Meetings, webinars, and coaching calls.
 - g. Conduct program completion interviews (exit interviews) with all Interns and Mentors.
 - h. Draft a Program Completion Summary for all Interns in collaboration with their Mentors highlighting achievements and recommendations for continued development.
 - i. Draft quantitative and qualitative grant reports.
2. Train Mentors on responsibilities for active mentorship with Interns. This includes:
 - a. Understanding the goals of the internship relationship.
 - b. How to use the ILP in relationship with the Intern.
3. Recruit Interns. This process will require the Internship Coordinator to:
 - a. Coordinate with PEI representatives to facilitate exposure or introduction to Intern prospects.
 - b. Qualify Intern prospects.
 - c. Interview and recommend Intern candidates to ARS leadership.
4. Train Interns. This will include:
 - a. The GLP
 - i. Intakes 1 hour each X 4 intakes = 4 hours of training

- ii. Assessments 1.5 hour each X 5 assessments = 7.5 hours of training
 - iii. Group Session 4 groups per week X 6 weeks = 24 hours of training
 - iv. 1x1 Sessions 2 sessions per day X 15 sessions = 30 hours of training
 - v. Documentation for assessments, group, 1x1 Sessions, = 30 hours of training
 - vi. LRT – Rec Tech / Case Management = 10 hours of training
 - b. The ILP
 - An additional 19.5 hours of training will consist of specific skills identified by the Intern’s appointed Mentor, and the Intern’s partnering educational institution.
5. Deploy Interns. Once training is complete, the Intern will be deployed with responsibility for a specific role/task with regular supervision by their mentor. This may include conducting intakes and assessments, facilitating groups, case management, and/or conducting 1x1 counseling depending on the aptitude, motivation, and readiness of the intern.
6. Evaluate Outcomes.
- a. Individual Intern.
 - i. The IC will conduct a program completion/exit interview with the intern and the mentor to document intern progress in the program and to assess the performance of the mentor.
 - ii. The Intern will receive a Program Completion Summary drafted in collaboration with their Mentor that will highlight specific achievements, identify strengths, and list recommendations for continued development of the Intern.
 - b. Program.
 - i. The IC will conduct regular assessments of program elements and maintain documentation of needs, progress, and outcomes.
 - ii. The IC make regular reports to the Executive Director.
 - iii. The IC will draft scheduled grant reports.
 - iv. The IC will draft recommendations for the implementation of an on-going internship program based on organizational learning from the grant-funded program.

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

TO: **Members of the Governing Board**

SUBJECT: **CIDI LABS APPLICATION SERVICES LICENSE FOR
DESIGNPLUS – DESIGN TOOLS FOR CANVAS AND
UDOIT CLOUD**

REQUESTED ACTION:

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

SUMMARY:

Governing Board approval is requested to purchase licenses for Cidi Labs Software-as-a-Service Applications: DesignPLUS – Design Tools for Canvas and UDOIT Cloud. These applications will improve the student experience in the Canvas Learning Management System by helping faculty build and design courses, and check them for accessibility in the Canvas platform. The three-year cost is \$43,4700.00 through Cares Act Funding and includes a one-time fee for implementation, basic configuration and cohort training services.

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: \$43,470.00</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

David Williams, Ph.D.
Vice President, Academic Affairs

PRESENTER’S NAME
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7117

TELEPHONE NUMBER

David Williams, Ph.D.
Vice President, Academic Affairs

VICE PRESIDENT APPROVAL

February 18, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 2, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



Cidi Labs Terms and Conditions

Enterprise SaaS License and Support

The use by Solano Community College ("Licensee") of Cidi Labs, LLC's ("Cidi Labs") Software-as-a-Service ("SaaS") Applications ("Software," or "Application Services"), is expressly conditioned on each parties' acceptance of the following terms and conditions including Exhibits A, B, and C (collectively the "Agreement" or "Terms"):

1. DESCRIPTION OF SERVICE(S)

Cidi Labs provides the following Application Services that integrate with and enhance the Canvas Learning Management System (LMS) ("Canvas"). The Application Services marked ("X") below are covered by this Enterprise SaaS License and Support Agreement and the terms and conditions outlined herein. Cidi Labs Application Services include:

- X **DesignPLUS – Design Tools for Canvas:** these provide Licensee's users with the ability to rapidly build course structures, style content, manipulate images, check accessibility of page content and many other capabilities inside Canvas. DesignPLUS consists of two LTI (Learning Tools Interoperability) tools, a JavaScript-based content editing tool, and the CSS and JavaScript files necessary to support the content created with the tools. Some content created using DesignPLUS inside a Canvas course depends on server calls to JavaScript and CSS files residing on Cidi Labs' servers to properly render. All content created with these tools resides in Canvas and is owned by Licensee. This application does not access or store any student information. For proper operation, DesignPLUS requires Licensee to add lines of code to their custom CSS and JavaScript files inside Canvas.

- X **UDOIT Cloud:** this is a course-level accessibility checking LTI tool that helps users see what accessibility issues are present in their course content and assists in fixing them. *Cidi Labs is NOT responsible for any content accessibility issues discovered, but not fixed by the user, or not discovered by UDOIT Cloud due to inadequacies of the software. In no way does use of this product create any type of warranty insuring that inaccessible content will not be present inside Canvas. Licensee agrees that Cidi Labs may NOT be held responsible in any way in the event a lawsuit is brought against Licensee by any of its constituents for violating web content accessibility laws.* This application does not access or store any student information.

To use Cidi Labs Application Services, Licensee must have access to an instance of Canvas and obtain access to the Internet. The Software does not include access to Canvas, the Internet, or the equipment necessary for Licensee to obtain such access.

The specific services to be delivered by Cidi Labs are defined in Exhibits A, B, and C.

2. BILLING POLICIES

Payment for Software-as-a-Service (SaaS) is billed annually and due in advance. Second and subsequent year invoices for multiyear agreements are generated up to sixty (60) days prior to the first day of the calendar month for which this Agreement's term begins (as defined in Exhibit A). All payments are due within thirty (30) days of invoice receipt by Licensee. If payment is not received within sixty (60) days of invoice receipt by Licensee, Cidi Labs reserves the right to suspend access to Application Services.

Payments for Application Services made after sixty (60) days of invoice receipt by Licensee are considered delinquent and may be subject to reasonable interest, collection, and legal fees.

Licensee agrees to pay Cidi Labs for all charges agreed to per this Agreement. Licensee acknowledges that no full or partial refund of implementation fees or the initial or current year's license fee will be given if Application Services are canceled.

Cidi Labs reserves the right to change the prices, terms, and conditions of Application Services at the conclusion of this Agreement's initial term (as defined in Exhibit A). Cidi Labs agrees to negotiate follow-on contracts for support in good faith.

Renewal of this Agreement is not automatic, and as such any changes or extensions will not be effective absent the execution of an addendum to this Agreement or a replacement agreement.

3. SERVICE LEVEL GUARANTEE

The following Cidi Labs service guarantees are made to Licensee while operating under a SaaS License:

- A. **Application Services Availability:** Network connections between an operating Cidi Labs Application and the Internet will be available to the Licensee free of interruptions 99.9% of the time, not including downtime incurred during normal or scheduled maintenance windows (as defined in Exhibit C). For the purposes of calculating the 99.9% figure, time from unused maintenance windows cannot be used to offset downtime that occurs outside the parameters of Section 15.
- B. **Interruptions:** In the event a Licensee experiences an Application Services interruption for more than thirty (30) consecutive minutes and is unable to transmit and receive information from the Software system, and Licensee notifies Cidi Labs immediately of such event and Cidi Labs determines that such interruption was caused by Cidi Labs' inability to provide Application Services for reasons within Cidi Labs' control and not as a result of any actions or inactions of Licensee's equipment or any third parties (including failure of Canvas or third-party equipment), and such inability is not a result of standard scheduled maintenance of Application Services, Cidi Labs will, upon Licensee's request, credit Licensee's account with a pro-rated amount of the total annual licensing cost equivalent to two hundred percent (200%) of the length of the interruption that exceeds the parameters set forth in Section 3A. Licensee credit may not exceed the pro-rated amount equivalent to one month's fees of the respective Application Services in any single calendar month.

4. SECURITY

Cidi Labs Application Services integrate with Canvas and therefore rely on Canvas' authentication services for user authorization and authentication. Users access Application Services exclusively through Canvas. Cidi Labs Application Services use LTI and the OAuth2 protocol to authenticate and allow users to perform actions within the Software, without obtaining the user's password. The Software stores the following information on a server that is secured by an authentication scheme and a firewall: (1) encrypted user OAuth credentials, (2) application logs that include user domain, page url, browser information, error details, and (3) institution identifiers and LTI credentials. The Software does not collect any student information as this data is not required for the Software to operate. Cidi Labs makes available in its support portal detailed descriptions of all Canvas API endpoints utilized and data accessed, stored or pushed to Canvas by the Software. Physical and electronic measures ensure that no outside unauthorized access can be obtained to Cidi Labs servers.

Licensee acknowledges and agrees that, due to the inherent qualities of the Internet, Cidi Labs cannot prevent and, therefore, is not responsible for security breaches unrelated to its providing of the Software, nor is Cidi Labs responsible for Licensee's failure to maintain the confidentiality of Licensee's Canvas account information and/or passwords. Furthermore, Licensee is entirely responsible for any and all activities that occur under Licensee's account.

Each party agrees to immediately notify the other of any unauthorized use of accounts or any other known breach of security. Licensee is responsible for maintaining the confidentiality of Licensee's LTI consumer keys and secrets, and is fully responsible for all activities that occur under Licensee's accounts. Licensee agrees to (a) immediately notify Cidi Labs of any unauthorized use of Licensee's accounts involving the Software or any other known breach of security involving the Software, and (b) make good-faith efforts to ensure that Licensee's users exit (logout) from Licensee's Canvas account at the end of each session.

Licensee agrees that Cidi Labs is not liable for any loss or damage arising from Licensee's failure to comply with the paragraph above.

5. LICENSEE CONDUCT

Some Cidi Labs Application Services help users create content in Canvas. Licensee agrees that content created with Applications Services is the sole responsibility of the person from which such Licensee content originated. Licensee, and not Cidi Labs, is entirely responsible for all Licensee content that is created or updated via Application Services. Cidi Labs does not control the Licensee content created via Application Services and, as such, does not guarantee the accuracy, integrity, or quality of such Licensee content. Under no circumstances will Cidi Labs be liable in any way for any Licensee content, including, but not limited to, any errors or omissions in any Licensee content, any accessibility issues that violate web content accessibility laws present in Licensee content, or for any loss or damage of any kind incurred as a result of the use of any Licensee content created, published, or otherwise updated via Application Services. Licensee agrees to use Application Services in a manner consistent with any and all applicable laws and regulations. Specifically, Licensee agrees not to use Application Services for any unlawful, offensive, harassing, or deceitful purpose. Transmission of material, information, or software in violation of any local, state, or federal law is prohibited and is a breach of these Terms.

6. INDEMNITY

Each party agrees to indemnify and hold the other (including its subsidiaries, affiliates, officers, agents, partners, and employees) harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of material that Licensee creates or updates with Application Services, Licensee's use of Application Services, either party's violation of these Terms or of any rights of another, or Cidi Labs' providing of Application Services.

7. NO RESALE OF CIDI LABS APPLICATION SERVICES

Cidi Labs grants Licensee a limited, non-exclusive, non-transferable, revocable license to use Application Services only for its stated purposes. As a licensee of Application Services, Licensee may not rent, lease, grant a security interest in, sell, resell, or otherwise transfer any rights Licensee has in the use of Application Services. Licensee further agrees not to reproduce, duplicate, copy, or exploit for any commercial purposes, any portion of Application Services, use of Application Services, or access to Application Services.

Under the license described in the previous paragraph, Licensee is prohibited from modifying, translating, disassembling, decompiling, or reverse engineering or otherwise attempting to derive the source code for the operation of Cidi Labs Application Services or creating derivative works based on Cidi Labs Software or parts of the Software. For purposes of these Terms, "reverse engineering" shall mean the examination or analysis of Application Services to determine its source code, structure, organization, internal design, algorithms, or encryption devices.

The preceding paragraph does not apply to UDOIT Cloud since its source code is open source.

8. TERMINATION OF AGREEMENT

Single-year agreements automatically terminate at the Term End Date defined in Exhibit A. Continuation of Application Services is subject to current rates at the time of the new contract agreement.

Prepaid or annually invoiced, multiyear agreements automatically terminate at the Term End Date defined in Exhibit A. Renewal of such agreements is not automatic and will be done only by either (1) the execution of an addendum to this Agreement prior to the end of the subscription term; or (2) a replacement agreement.

Any duly executed agreement may be terminated by either party immediately upon written notice in the event that the other materially breaches the terms of this Agreement. In such an event, the terminating party shall have the right to terminate this Agreement and all other orders forthwith. Cidi Labs will not refund any subscription fees unless Cidi Labs is in breach of this Agreement.

Upon any termination of this Agreement, Licensee shall cease all use of the Application Services by disabling the Application Services' Canvas integration and take such other actions that Cidi Labs may reasonably request in writing to ensure that access to Application Services is terminated. All Licensee

data, including any archived, backup, or offline copies, will be deleted from Cidi Labs' servers and archives within 90 days after termination of Agreement.

9. FORCE MAJEURE

Neither party shall be responsible for failure to perform under these Terms when its failure results from any of the following causes: acts of God or public enemies, war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption external to that party, or any cause beyond its reasonable control.

10. CIDI LABS' PROPRIETARY RIGHTS

Licensee acknowledges and agrees that Cidi Labs Application Services and any necessary software used in connection with its Application Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by Cidi Labs, or its partners, Licensee agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on Cidi Labs Application Services, in whole or in part. Licensee agrees not to access Application Services by any means other than through the interface that is provided by Cidi Labs for use in accessing its Application Services.

11. DISCLAIMER OF WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE APPLICATION SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE BEARS ALL RISK RELATING TO QUALITY AND PERFORMANCE OF THE APPLICATION SERVICES. WITHOUT LIMITING THE FOREGOING, CIDI LABS DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE APPLICATION SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE, PARTICULARLY DUE TO THE RELIANCE OF APPLICATION SERVICES UPON CANVAS AND THE CANVAS API, OVER WHICH CIDI LABS HAS NO CONTROL.

Because some states may not allow the exclusion of implied warranties, such limitation may not apply in its entirety to Licensee.

12. LIMITATION OF LIABILITY

IN NO EVENT WILL CIDI LABS, ITS SUPPLIERS, SHAREHOLDERS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES DUE TO LOSS OF DATA OR GOODWILL, ARISING OUT OF THIS AGREEMENT OR THE USE OF OR RELIANCE UPON THE APPLICATION SERVICES, EVEN IF CIDI LABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CIDI LABS BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES OR ANY UNAUTHORIZED USE OR MISUSE OF ANY APPLICATION SERVICES, EXCEPT IN THE CASE OF CIDI LABS' WILFULL MISCOUNDUCE WITH RESPECT TO SUCH USE OR MISUSE. LICENSEE ASSUMES RESPONSIBILITY FOR THE USE AND RESULTS OBTAINED FROM THE

APPLICATION SERVICES. UNDER NO CIRCUMSTANCES WILL CIDI LABS' TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY LICENSEE TO CIDI DURING THE IMMEDIATELY PRECEDING SIX-MONTH PERIOD (DETERMINED AS OF THE DATA OF ANY FINAL JUDGMENT IN AN ACTION). THE PARTIES AGREE THAT THIS SECTION SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF CONSIDERATION OR OF AN EXCLUSIVE REMEDY. THE PARTIES ACKNOWLEDGE THAT THE PRICES HAVE BEEN SET AND THE AGREEMENT ENTERED INTO IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. BECAUSE SOME STATES MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SUCH LIMITATIONS MAY NOT APPLY TO LICENSEE.

13. NOTICE AND MODIFICATION

Notices required by or outlined in this Agreement shall be made certified, signature-guaranteed postal mail using the following:

Cidi Labs, LLC	Solano Community College
_____ ATTN: Mike Zackrison	_____ ATTN: David Williams
_____ Street Address: 55 W 900 S	_____ Street Address:
_____ City, State, Zip: Salt Lake City UT 84104	_____ City, State, Zip: CA
_____ Email: mikez@cidilabs.com	_____ Email: david.williams@solano.edu

Notification of a change to either party's contact information will be made to the other party via certified, signature-guaranteed postal mail. The non-receipt of the required notice due to personnel reassignment, departure, or neglect by the intended recipient will not constitute a failure to deliver by the delivering party.

General announcements to Licensee that are not related to the terms of this Agreement may be made via email, regular mail, or our support portal found at <https://support.cidilabs.com>.

Modifications and additions to any part of this Agreement may be made only via amendments or addendums that have been fully-executed (via signatures) by both parties.

14. CONFIDENTIAL INFORMATION

Obligations: Each party will: (1) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (2) not disclose the Confidential

Information, except to affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its affiliates, employees, and agents in violation of this Section.

Exceptions: Confidential Information does not include information that: (1) the recipient of the Confidential Information already knew; (2) becomes public through no fault of the recipient; (3) was independently developed by the recipient; or (4) was rightfully given to the recipient by another party.

Required Disclosure: Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (1) uses commercially reasonable efforts to notify the other party; and (2) gives the other party the chance to challenge the disclosure.

15. TRADEMARK AND COPYRIGHT INFORMATION

Cidi Labs, the Cidi Labs logo, and other Cidi Labs logos and product names are trademarks of Cidi Labs (the "Cidi Labs Marks") or are used by Cidi Labs through license agreements with the respective trademark owners. Without Cidi Labs' prior permission Licensee agrees not to display or use, in any manner, the Cidi Labs Marks except as provided within Application Services.

Licensee, Licensee's logos, typographic representation of Licensee's name(s), and other Licensee marks and names are trademarks of Licensee (the "Licensee Marks"). Without Licensee's express written consent, Cidi Labs agrees not to display or use, in any manner, the Licensee Marks except as is necessary to provide the services described in Section 1.

16. SCHEDULED MAINTENANCE

To ensure optimal performance of Application Services, Cidi Labs reserves a period of time to conduct routine maintenance. The schedule of routine maintenance is published on our support portal and more details are included in Support Services Guidelines (Exhibit B). Maintenance performed outside the regularly scheduled window and absent the advanced notifications outlined in Exhibit B will be considered unscheduled and will count against the guarantees set forth in Section 3.

17. MARKETING AND PUBLICITY

Cidi Labs may use Licensee's name in its Licensee list to include, but not be limited to, postings to the Cidi Labs website, financial reports, and prospectuses identifying Licensee as a Licensee. Licensee's account must be in good standing with Cidi Labs to remain listed. Licensee's logos and typographic representation of Licensee's name will not be used in any form at any time without Licensee's express written consent.

From time to time, Cidi Labs selects candidates from its Licensee list with whom it wishes to announce a business relationship or generate a joint press release. Should Licensee be so selected, Licensee shall

have an opportunity to review and approve each press release prior to its issuance. Licensee's approval shall not be unreasonably withheld or delayed.

18. ASSIGNMENT

Licensee shall not assign or otherwise transfer this Agreement or the rights granted hereunder without the prior written consent of Cidi Labs.

Cidi Labs shall be permitted to assign this Agreement to any successor to all or substantially all of the assets of Cidi Labs or the business unit of Cidi Labs that is in the business of licensing the Application Services, whether by merger, acquisition, asset sale, exclusive license, stock sale or otherwise.

19. SURVIVABILITY

The provisions of Sections 2, 6, 12, 13, 14, and 17 of this Agreement shall survive its termination by either party.

Any/all other provisions associated with this Agreement shall expire at the conclusion of the term defined in Exhibit A absent the execution of extension(s) as allowed for in Section 8.

20. GENERAL INFORMATION

These Terms and any Exhibits referenced within constitute the entire agreement between Licensee and Cidi Labs and govern Licensee's use of Application Services and supersede any prior agreements between Licensee and Cidi Labs. Licensee also may be subject to additional terms and conditions that may apply when Licensee uses affiliate services, third-party content or third-party software. These Terms and the relationship between Licensee and Cidi Labs shall be governed by the laws of the State of Utah without regard to its conflict of law provisions. Licensee and Cidi Labs agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Utah. The failure of Cidi Labs to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is founded by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intention as reflected in the provision, and the other provisions of these Terms remain in full force and cause of action arising out of or related to use of Application Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the agreement are solely used for the convenience of the parties and have no legal or contractual significance. Cidi Labs provides Cidi Tools to Licensee subject to these Terms. Unless explicitly stated otherwise, any new feature that augments or enhances current versions of Application Services, including subsequent releases of Application Services, shall be subject to these same Terms.

(Signatures on next page)

AGREED AND ACCEPTED BY:

The signatories below are officers of their respective organizations and each has the approval and authority to make this intent on behalf of the organization:

CIDI LABS, LLC:

Signature:

Printed Name:
Mike Zackrison

Title:
CEO

Date:

SOLANO COMMUNITY COLLEGE

Signature:

Printed Name:

Title:

Date:

EXHIBIT A – Cidi Labs Application Services Order Details



55 W 900 S
 Salt Lake City, UT 84101
 USA
 (385) 404-2434

Order Number: O-22-2767
 Term Start Date: 3/1/2022
 Term End Date: 2/28/2025

Order Details:

Name:	David Williams	Subscription Term:	3 Yr. Paid in full Year 1
Organization:	Solano Community College	Payment Terms:	Net 30
Address:		Currency:	USD
Email:	david.williams@solano.edu		
Phone:			

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED
3	Annual DesignPLUS Subscription	SaaS subscription to use Cidi Design Tools which include the DesignPLUS, Multi-tool, and Upload/Embed Image LTI tool. SaaS agreement for FTE between 6K-8999	\$8,900	\$26,700
3	Annual UDOIT Cloud 3.0 Subscription	SaaS subscription to use Cidilabs UDOIT Cloud tool. SaaS agreement for FTE between 6000-8999; includes 15% DP bundle discount	\$4,590	\$13,770
1	Implementation Services	One-time fee for implementation, basic configuration and cohort training services. (\$2000 DesignPLUS, \$1000 UDOIT Cloud)	\$3,000	\$3,000
Total:				\$43,470.00

Payment Schedule:
 Paid in full
 \$43,470

If you have questions about this order please contact:
 Mike Zackrisson at mikez@cidilabs.com

Please email purchase orders to sales@cidilabs.com
 Cidi Labs Federal ID #: 37-1816981

**** CONFIDENTIAL ****

EXHIBIT B – Support Services Guidelines

SUPPORT SERVICES GUIDELINES

The following support services guidelines (“Guidelines”) describe the support services available under the Enterprise SaaS License and Support Agreement.

For purposes of these Guidelines, the term “Application Services” will mean, collectively, the following software programs provided by Cidi Labs on a “software as a service” basis: (1) DesignPLUS, (2) TidyUP, (3) UDOIT Cloud, (4) ReadyGO; other products may be added to this list in the future.

Capitalized terms used in these Guidelines and not defined in the text are defined below under “Definitions.”

DEFINITIONS

For the purpose of these Guidelines, the capitalized terms below will have the following meanings:

“Cidi Labs Support Staff” means the Cidi Labs representatives responsible for handling Requests.

“Designated Representative” means designated customer administrators and support representatives.

“End User” will mean any of your faculty members, students, staff, employees, or agents whom you have authorized to access and use the Application Services on your behalf in accordance with this Agreement.

“Feature Request” means a Request by a Designated Representative to incorporate a new feature or enhance an existing feature of the Application Services that is currently not available.

“Normal Business Hours” means the standard hours of operation for Cidi Labs support staff, excluding weekends and holidays as documented on our support portal. Generally, these hours are Monday – Friday, 8 AM to 5 PM Mountain Time.

“Priority” means the classification of a customer’s Request and is used to establish target response times. Cidi Labs Priority levels are:

- Urgent – Service Unusable
- High – Service Severely Impaired
- Normal – Service Partially Impaired
- Low – Service Fully Usable

“Request” means a request from Customer to Cidi Labs Support Staff for technical support to resolve a question or problem report regarding Cidi Labs Application Services.

“Service Unusable” is any situation where Customer is unable to access or use the Application Services for the majority of its End Users. Customers must identify a Request as Service Unusable by designating it as an Urgent Priority support Request.

“Standard Request” means a Request made by Customer to Cidi Labs that is not a Service Unusable Request or Feature Request.

“Support Incident” means a single request for assistance to resolve one Request.

“Support Services” means our normal provision of advice, direction and support via email and telephone regarding Application Services and which shall be provided in the English language.

USE OF CIDI LABS SUPPORT SERVICES

Our Responsibilities

We will use commercially reasonable efforts to: (1) provide our Support Services as described in these Guidelines for You during Normal Business Hours* (Monday thru Friday, 8 AM to 5 PM Mountain Time); (2) respond to Your Requests within the target response times; (3) keep Cidi Labs Application Services up to date; (4) and provide current and relevant online self-help tools for End Users and administrators.

*Please note that we intend to offer 24/7/365 support in the future, but this is not currently available.

Your Responsibilities

You shall (1) be responsible for End Users’ compliance with the Enterprise SaaS License and Support Agreement; (2) use reasonable efforts to fix any error, configuration problem, malfunction, or network connectivity issue without escalation to Cidi Labs; (3) and work collaboratively with Cidi Labs Support Staff to resolve Requests by providing timely responses to inquiries from Cidi Labs Support Staff.

We will not be able to resolve all Requests

We do try, but we will not be able to provide answers to, or resolve all Requests.

Services Not Provided as Part of our Support Services

Some services are not provided as part of our Support Services and may require a separate services engagement. Examples include:

- Migration issues
- Improper usage of the Application Services
- Requests for integration with 3rd party services
- Unsupported changes to the configuration
- Provision of patches to resolve non-Urgent issues
- Assistance with understanding CSS, HTML, JavaScript, LTI and other key technologies related to Application Services
- Issues known by Us not to be related to the Application Service itself
- Development of themes or templates

CUSTOMER'S DESIGNATED REPRESENTATIVES

You may designate up to five (5) individuals for the purposes of Requesting support, and may designate substitute personnel by providing Us notice. These Designated Representatives should be staff members that have been trained as Application Service administrators.

Your Designated Representatives are managed in Cidi Labs' support portal found at <http://support.cidilabs.com> and will have the ability to initiate support Requests as described in these Guidelines. Your Designated Representatives should set up an account in the support portal.

SUPPORT REQUESTS

You can contact Us with a Request for support anytime through the Cidi Labs support portal, or by emailing support@cidilabs.com, and by phone during Normal Business Hours. Each Request submitted by email or through our online support portal will generate a unique Support Case. If You initiate the Request by phone we will create the Support Case for You. You will receive an acknowledgement immediately, and can monitor progress through the support portal. Once a Support Case has been initiated, You can provide updates and additional information via email.

You designate the priority of each Request. Upon receiving a Request from Your Designated Representative, We will begin evaluating the Request and will respond within the target response time for the designated priority level. We reserve the right to reclassify the Priority Designation of a Request if We believe that the designation is incorrect. We will inform You of any change, and You may appeal any reclassification.

Our Target Initial Response Times depend on the designated Priority of a Request. Urgent priority support Requests are responded to with a target initial response time of 30 minutes and are responded to 24x5 (Mon.-Fri.; we'll do our best on weekends until we move to a 24/7/365 offering). High priority support Requests are responded to with a target initial response time of one hour. Normal and Low priority support Requests are responded to during Normal Business Hours.

Our approach to Resolution depends on the designated Priority of a Request. We will use commercially reasonable means to resolve Service Unusable (Urgent) Requests as quickly as possible and will keep you informed every 30 minutes until the Service has been restored, unless you agree to lesser frequency. For High, Normal, and Low Priority support Requests we will use a commercially reasonable effort until the Request is resolved.

You can make Feature Requests of Us. If Cidi Labs deems a Request as a Feature Request, We will add the Request to Our product backlog to prioritize for consideration in a future update or release of the Application Services and will consider the Request as resolved. Cidi Labs is not obligated to include any such Feature Request in future updates or releases.

We provide Support for Your End Users solely through self help mechanisms such as the support portal knowledgebase, online help systems, and community forums which are accessible through the Cidi Labs website: www.cidilabs.com, or such URL as Cidi Labs may provide. You are responsible for responding to any questions and requests by End Users or other third parties relating to Your use, or Your End Users' use of the Services, with such support services to be provided at Your own expense.

SCHEDULED MAINTENANCE

To ensure optimal performance of the Application Services, Cidi Labs reserves a period of time to conduct routine maintenance. The schedule of routine maintenance is published on our support portal.

In most cases, Maintenance will have limited or no negative impact on the availability and functionality of the Application Services. If Cidi Labs expects planned Maintenance to negatively affect the availability or functionality of the Services, Cidi Labs will use commercially reasonable efforts to provide at least seven days' advance notice of the Maintenance. In addition, Cidi Labs may perform emergency unscheduled Maintenance at any time. If Cidi Labs expects such emergency unscheduled Maintenance to negatively affect the availability or functionality of the Services, Cidi Labs will use commercially reasonable efforts to provide advance notice of such Maintenance.

There will always be a need for routine updates. If you report a bug that requires code modification to resolve, that fix will be included in a future product release.

GENERAL PROVISIONS

Cidi Labs may update these guidelines from time to time and we will notify You any time we make a change. Notifications will be made to the contact listed in Section 12 of the Enterprise SaaS License and Support Agreement.

We will provide all support in the English language.

Term of Support. Cidi Labs will provide the support services described in these Guidelines during the Term of the Enterprise SaaS License and Support Agreement and will have no obligation to provide any Support Services to You after the expiration or termination of the Agreement.

EXHIBIT C – Implementation and Training Services

STATEMENT OF WORK

Cidi Labs will activate Application Services in its cloud environment. Once activated in your Production instance of Canvas, Application Services will be available in Production, Test and Beta Canvas instances. In addition, we will provide an onboarding experience to help you quickly benefit from your Application Services.

Onboarding Services

In order to help you successfully get started with Cidi Labs Application Services, Cidi Labs will provide the following:

Standard One-Time Services

All standard services are delivered virtually through the use of conferencing and screen-sharing applications and are recorded for your reference. There are options available for these services to be delivered through personalized appointments or through our cohort/group training schedule.

Generally, each Implementation and training package (regardless of Application Services) includes:

- Installation Call – Cidi Labs activates your Application Services in our SaaS environment and installs them in your Production Canvas instance.
- Functional User Training, Basic Features – Cidi Labs will train users on the basic set of features and functionality included in the Application Service.
- Functional User Training, Advanced Features – Cidi Labs will train users on the advanced set of features and functionality included in the Application Service (note: not all Application Services require Advanced training).
- Administrator Training – Cidi Labs instructs you on how to configure and customize Application Services for your institutional use.
- Project Management – Cidi Labs will coordinate the delivery of these One-Time Services.

Check-In

A Cidi Labs representative will check-in with your Cidi Labs administrator within 60 to 90 days from launch to review your progress and provide pro-active deployment support. This check-in may include the following optional training:

- Optional Follow Up Training – Cidi Labs will conduct a 1-2 hour web-based follow up training that covers the topics you would like to explore in more depth now that you have some experience using the Application Services.

AGENDA ITEM 12.(r)
MEETING DATE March 2, 2022

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

TO: Members of the Governing Board

SUBJECT: MARCHINGORDER GRADUATION SOFTWARE CONTRACT

REQUESTED ACTION:

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

SUMMARY: Board approval for use of graduation software to collect RSVPs, guest information and alumni data; distribute and scan tickets for the 2022 graduation.

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> \$5,566.17
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Shannon C. Cooper, Psy.D
Vice President, Student Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

Shannon C. Cooper Psy.D.

VICE PRESIDENT APPROVAL

February 14, 2022

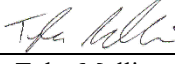
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 2, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

TECHNOLOGY SERVICES AGREEMENT

Client	Service Provider
<p>Name: Solano Community College</p> <p>By: _____ Name: Celia Esposito-Noy</p> <p>Title: Superintendent-President Date: January 21, 2022</p>	<p>Development Cubed Software, Inc.</p> <p>By:  _____ Name: Tyler Mullins Title: President Date:</p>

In consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Client hereby agree to this Technology Services Agreement (this “**Agreement**”) as of the Effective Date. This Agreement shall supersede any online technology services agreement referenced on Service Provider’s website during the term.

1. DEFINITIONS

- 1.1. “**Affiliate**” means a legal entity that controls, is controlled by, or is under common control with a party, where “control” is defined as owning more than 50% of the voting shares of such entity.
- 1.2. “**Agreement**” means this Technology Services Agreement and each Estimate.
- 1.3. “**Authorized User**” means an employee or contractor of Client or its Affiliates that Customer is provided access to use the Services.
- 1.4. “**Ceremony**” means a graduation, promotion or other commencement ceremony held by Client in which Service Provider will provide the Product and related Services.
- 1.5. “**Client**” means the person, university, firm, company or other entity named on the Estimate, including such party’s Affiliates, successors and permitted assigns. Client and Service Provider are referred to herein individually as “**Party**” or collectively as “**Parties.**”
- 1.6. “**Effective Date**” means the date all signatures to this Agreement have been received.
- 1.7. “**Estimate**” means the document that Client uses to order the Product and Services delivered by Service Provider to Client based on the scope of Products and Services to be provided, and may be amended and restated by mutual agreement with Revised Estimates pursuant to Section 3.1 (Estimates and Revisions). Estimates may be accepted by mutual consent of the parties (which may be by email or other form of communication). The term “Estimates” includes Revised Estimates.
- 1.8. “**Product**” means the Marching Order Graduation Software Solution, a suite of products and services designed to facilitate and enhance commencement ceremonies and other events at educational institutions.
- 1.9. “**Service Provider**” means Development Cubed Software, Inc., a California corporation, and its Affiliates. MarchingOrder is a trade name of Development Cubed Software, Inc.
- 1.10. “**Services**” means the provision of the Product and other related services provided by Service Provider under this Agreement for one or more Ceremony as set forth in the applicable Estimate.

2. TECHNOLOGY SERVICES

- 2.1. **Engagement.** Subject to the terms of this Agreement, Service Provider will provide the Product and related Services set forth in an applicable Estimate agreed to by the Parties. Client and its Authorized Users may access and use the Services solely for Client’s Ceremonies and other internal business purposes in accordance with this Agreement. Service Provider’s provision of the Product includes, without limitation, the following Services:

- 2.1.1. **IT Services.** Service Provider will provide reasonable information technology services to support the Product, including commercially reasonable guidance and best practices related to the use of multimedia and computer equipment with the Products and Services. Service Provider will also provide such commercially reasonable technical support for the Product as Client reasonably requests.
 - 2.1.2. **Web Hosting and Maintenance.** Service Provider will provide industry-standard web hosting and maintenance services for the Product.
 - 2.1.3. **Additional Services.** Service Provider will provide Client with such other services related to the Product as agreed to by the Parties from time to time, at such price and on such terms as agreed to by the Parties. Such Services may include services and/or hardware provisions from third parties.
 - 2.2. **Authorized Users.** Client will keep its user logins and any passwords for the Services confidential and will be responsible for all actions taken under an Authorized User's account. Client will comply with all applicable laws, rules and regulations in connection with its use of the Services. Client will promptly notify Service Provider of any suspected violation of this Agreement by an Authorized User. Service Provider may suspend or terminate any Authorized User's access to the Services upon notice to Client in the event that Service Provider reasonably determines that such Authorized User violated this Agreement.
 - 2.3. **Restrictions.** Client will not allow anyone other than Authorized Users to access or use the Services from Client's accounts. Client will not and will ensure that its Authorized Users do not: (i) attempt to interfere with or disrupt the Services (or any related systems or networks) or use the Services other than directly for Client's benefit; (ii) copy, modify or distribute any portion of the Services; (iii) rent, lease, or resell the Services; or (iv) transfer any of its rights hereunder. In addition, Client will not, and will ensure that its Authorized Users do not, reverse-engineer or access the Product or Services in order to build a competitive product or service.
 - 2.4. **Client Data.** Client agrees that it has the legal right and authority to access, use and disclose to Service Provider any Client Data. Customer authorizes Service Provider to access, process, and use the Client Data as necessary to perform and fulfill its obligations hereunder.
 - 2.5. **Other Services to Ceremony Participants.** Client understands that Service Provider may market through its existing Product infrastructure additional paid products and services to participants in Ceremonies, from Service Provider or its partners, including curated sets of physical and digital products complementary to the graduation experience. Any such transactions are not subject to this Agreement would be governed by separate terms and conditions with such participants.
3. **ORDERS; FEES; EXPENSES.**
 - 3.1. **Estimates and Revisions.** Upon initial scoping of Client's needs, Service Provider will provide Client an Estimate setting forth the estimated fees and expenses for the mutually agreed Product and Services in the initial scope. After initial issuance of the Estimate, the Parties may agree to additional or changed Products and/or Services as part of a revised Scope for one or more Ceremonies. Service Provider will promptly provide Client with a revised Estimate incorporating the revised scope (a "**Revised Estimate**"). The Revised Estimate shall amend and restate the estimates in the applicable previous Estimate and be effective upon the earlier of (i) mutual consent of the Parties (which may be by email or other form of communication) and (ii) the provision of the Services set forth therein.
 - 3.2. **Direct Expenses and Quantified Charges; Additional Services.** Notwithstanding anything to the contrary herein, direct expenses (such as shipping charges) and quantified items (such as printed cards, attendance tickets, name recordings and other physical goods) are estimated in an Estimate. Final amounts will be on actual expenses incurred and amounts ordered by Client, as applicable. In addition, to the extent Client requests additional Services at a Ceremony, the fees for such Services will be charged to Client.
 - 3.3. **Invoices; Payment.** Promptly following a Ceremony, Service Provider will provide Client with an invoice for all fees, direct expenses, and quantified charges incurred (each, an "**Invoice**"). Client will pay to Service Provider the amounts set forth in each Invoice. Each invoice is due and payable within thirty (30) days of issuance. Any invoiced but unpaid fees and expenses will accrue interest at a rate of 8% per annum, compounded monthly. Client agrees to reimburse Service Provider for the reasonable costs and expenses (including reasonable legal costs and collection fees) incurred in connection with collecting any due but unpaid fees.

3.4. Cancellation Policy and Fees.

3.4.1. In the event Client needs to cancel or postpone a Ceremony, Client shall promptly notify Service Provider in writing (a “**Cancellation Notice**”) via their designated client representative. Client will be responsible for cancellation fees based on the date notice is delivered to Service Provider as follows, subject to Sections 3.4.2 and 3.4.3:

Date Cancellation Notice is Received by Service Provider	Cancellation Fee
Greater than 60 days before the scheduled Ceremony	None
Between 59 and 30 days, inclusive, before the scheduled Ceremony	50% of the total fees set forth on the Estimate
Between 29 and 15 days, inclusive, before the scheduled Ceremony	75% of the total fees set forth on the Estimate
Less than 15 days before the scheduled Ceremony	100% of the total fees set forth on the Estimate

3.4.2. Notwithstanding the foregoing, Services that have been utilized and Products delivered prior to Service Provider’s receipt of the Cancellation Notice will be charged at full price. This includes, without limitation, any RSVP ticketing website that is open to graduates or other Ceremony participants, audio/video recordings, media processing, and printing in progress. In addition, Client will be responsible for any iPad or other equipment rental fees, which may vary depending on the date of the Cancellation Notice.

3.4.3. Notwithstanding the foregoing, if a Ceremony is postponed for less than three (3) months of the original date and Service Provider’s Services and Products are used in the same capacity at the rescheduled date, Client will not be subject to cancellation fees for the original event.

4. INTELLECTUAL PROPERTY.

4.1. **Intellectual Property Protection.** The Product is protected by copyright, trademark, service mark, international treaties and other proprietary rights and laws of the United States and other countries. Client agrees to abide by all applicable intellectual property and other laws, as well as any additional copyright notices or restrictions contained in the Product. The trademarks, service marks, graphics and logos used in connection with the Product are trademarks or registered trademarks of, or are proprietary to, Service Provider, with the exception of any trademarks, service marks, graphics and logos provided by the Client for use in the Product, for which a limited license is granted to Service Provider for its use in connection with the terms of this Agreement. Client agrees not to reverse engineer, decompress or disassemble any intellectual property or other Confidential Information of Service Provider.

4.2. **License.** Other than the limited right to use the Product during a Ceremony, Client acquires absolutely no rights or licenses in or to the Product or any other information available on Service Provider’s website and/or through the Product, including, but not limited to text, images, photographs, illustrations, multimedia, charts, indexes, reports, studies, data, other posted materials and/or any attachments thereto.

4.3. **Reservation of Rights.** All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including improvements thereto and rights in and to all applications and registrations relating to the Product (the “**Intellectual Property Rights**”) shall at all times be and remain the sole and exclusive property of Service Provider. All present and future rights in and title to the Product (including the right to exploit the Product and any portions of the Product over any present or future technology) are reserved to Service Provider for its sole and exclusive use. Except as specifically permitted herein, Client shall not use Service Provider’s Intellectual Property Rights or the Product, or the names of any individual participant in, or contributor to, the Product, or any variations or derivatives thereof, for any purpose. All Intellectual Property Rights created as a result of Service Provider providing the Product shall for all purposes belong to Service Provider.

5. TERM AND TERMINATION.

5.1. **Term.** The term of this Agreement will commence on the Effective Date and will continue until terminated

as provided herein. This Agreement shall apply to all Services provided and Products delivered during the term.

- 5.2. **Termination.** Either Party may terminate this Agreement, for any or no reason, upon written notice to the other; *provided* that no Estimate is outstanding at the time of such notice.
- 5.3. **Survival.** Notwithstanding any termination or expiration of this Agreement, the rights and obligations of the Parties contained in Section 3 (Orders; Fees; Expenses), Section 4 (Intellectual Property), Section 6 (Confidentiality), Section 7.4 (Non-Competition), Section 8 (Limitation of Liability), and Section 9 (Miscellaneous) will survive the termination or expiration of this Agreement indefinitely.

6. CONFIDENTIALITY

- 6.1. **Confidential Information.** The Parties agree to hold the other Party's Confidential Information in strict confidence, to use it only for purposes of the Product, to protect it with the degree of care with which it protects its own Confidential Information (but not less than a reasonable degree of care) and to take all reasonable and necessary steps to ensure that such Confidential Information is not disclosed or distributed by its employees or agents in violation of this Agreement. Each Party's Confidential Information shall remain its sole and exclusive property, and each party expressly agrees to include, maintain, reproduce and perpetuate all notices or markings on all copies of all media comprising such other Party's Confidential Information in the manner in which such notices or markings appear on such media or in the manner in which either Party may otherwise reasonably request.
- 6.2. **"Confidential Information"** means all confidential or proprietary information of a Party in any medium, including knowledge and information not generally known in the industry which provides a competitive advantage, including, without limitation, technology, computer programs, research and development programs, formulas, know-how, forecasts, sales and marketing methods, financing sources, customer and mailing lists, customer usages and requirements, financial information and all other confidential information, trade secrets and data. Confidential Information includes, but is not limited to, the Product's source codes and all derivative works based thereon and all trade secrets related thereto, irrespective of whether such source codes, derivative works and trade secrets have been copyrighted. Neither Party shall have any obligation with respect to Confidential Information which:
 - 6.2.1. is or becomes generally available to the public by any means other than a breach of this Agreement or the legal or contractual obligations of a receiving Party;
 - 6.2.2. was already in the possession of the receiving Party prior to the date of this Agreement; or
 - 6.2.3. is independently acquired or developed by either Party without reference to any Confidential Information of the other Party.
- 6.3. **Subpoena; Court Order; Other Legal Requirement.** If a court of competent jurisdiction or any other governmental agency serves either Party with a subpoena or order or other compulsory instrument to disclose Confidential Information, the fact that Confidential Information has been made available to the receiving Party, or any of the terms of this Agreement, the receiving Party will: (a) provide the other Party with prompt written notice of the existence, terms, and circumstances surrounding such request or requirement; (b) consult with the other Party on the advisability of taking steps to resist or narrow that request; (c) if disclosure of Confidential Information is required, furnish only such portion of the Confidential Information as that Party's counsel advises in writing that such Receiving Party is legally required to disclose; and (d) cooperate with the other Party in its efforts to obtain an order excusing the Confidential Information from disclosure, or an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 7.1. **Small Business Certification.** Service Provider represents that it is a Certified Small Business under California Small Business Program, certification number 2025405. Client agrees to make commercially reasonable efforts to register Service Provider in any small business procurement program at Client's institution, and to make commercially reasonable efforts to assist Service Provider in completing Service Provider's enrollment in such programs.
- 7.2. **Warranty for Services.** Service Provider warrants solely to Client that the Product and Services will

materially conform to the description set forth under the Agreement under normal use and circumstances when used consistently with the terms of this Agreement. As Service Provider's sole and exclusive liability and Client's sole and exclusive remedy for breach of the warranty set forth in this Section, Service Provider will use commercially reasonable efforts to modify the Product and/or Services to correct the non-conformity.

- 7.3. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.2 (WARRANTY FOR SERVICES), THE PRODUCT AND SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE ACCURACY OR NATURE OF THE CONTENTS OF THE PRODUCT, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF THE PRODUCT HEREUNDER IS AT CLIENT'S SOLE RISK. SERVICE PROVIDER DOES NOT WARRANT THAT THE PRODUCT WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PRODUCT WILL BE CORRECTED.
- 7.4. **Non-Competition.** As a material inducement to Service Provider to enter into this Agreement, during the period on the Effective Date and ending on the third anniversary of the last Ceremony in which Service Provider provided Products or Services to Client, Client will not create any commercial operation that is competitive with the Business. "Business" shall mean the development, sale, licensing, implementation or operation of software products and services for profit designed to facilitate and enhance commencement ceremonies and similar events at educational institutions. The Parties expressly acknowledge and agree that the restriction imposed by this Section is reasonable in scope. For the avoidance of doubt, nothing herein shall prevent Client from engaging another service provider for such services.

8. LIMITATION OF LIABILITY

- 8.1. **Exclusion of Damages.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SERVICE PROVIDER OR ANY OF ITS STOCKHOLDERS, OFFICERS, DIRECTORS OR AGENTS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE PRODUCT, OR SERVICE PROVIDER'S PERFORMANCE UNDER THIS AGREEMENT, OR USE OF OR INABILITY TO USE THE PRODUCT, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 8.2. **Total Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SERVICE PROVIDER OR ANY OF ITS STOCKHOLDERS, OFFICERS, DIRECTORS OR AGENTS UNDER THIS AGREEMENT EXCEED THE GREATER OF \$25,000 OR THE AMOUNT PAID BY CLIENT TO SERVICE PROVIDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

9. MISCELLANEOUS

- 9.1. **Force Majeure.** Except for fees due for Products and Services rendered, neither Party will be in breach of this Agreement or liable to the other Party for any delay or default in performance where occasioned by any cause of any kind or extent beyond its control, including but not limited to, armed conflict or economic dislocation resulting therefrom; embargoes; shortages of labor, raw materials, production facilities or transportation; labor difficulties or strikes; civil disorders of any kind; action of any civil or military authorities (including priorities and allocations); fires, floods or other weather-related causes; telecommunications failures; Internet slow-downs; and accidents. The dates on which the obligations of a Party are to be fulfilled will be extended for a period equal to the time lost by reason of any delay arising directly or indirectly from any of the foregoing causes or from the inability of that Party, as a result of causes beyond its reasonable control, to obtain instruction or information from the other Party in time to perform its obligations.

- 9.2. **Controlling Agreement.** In the event of a conflict between the Technology Services Agreement and Estimate, the order of preference will be the Technology Services Agreement, then the Estimate, unless the Estimate clearly specifies the section of the Technology Services Agreement to be modified.
- 9.3. **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof is held by a court of competent jurisdiction to be prohibited or invalid, such prohibition or invalidity will not affect the remaining provisions of this Agreement. In the event a court of competent jurisdiction shall determine and hold that the covenants contained herein are invalid or unenforceable for any reason, the Parties hereby request that such court reform the provisions hereof in a manner to cause the covenants contained herein to be enforceable as closely as possible to the way in which originally written.
- 9.4. **Relationship Between the Parties.** The Parties acknowledge and agree that Service Provider's relationship with Client is that of an independent contractor. Client has no authority over Service Provider's internal business affairs and decisions. Service Provider has no authority to act on behalf of Client other than as required to deliver the Product and Services, and Service Provider shall not hold itself out as having any such authority. Nothing in this Agreement will be construed to create a partnership, joint venture or agency relationship between the parties.
- 9.5. **Notice.** Notices will be sent to the addresses set forth in the Estimate. The notices will be deemed to have been given upon: (i) the date actually delivered in person; (ii) the day after the date sent by overnight courier; (iii) three (3) days following the date such notice was mailed by first class mail. An electronic copy of all notices sent to Service Provider shall also be sent to info@marchingorder.com, which shall not constitute notice itself.
- 9.6. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and all of which shall together constitute a single instrument. The Parties hereby consent to the use of, and acknowledge the validity of, electronic signatures on industry-standard platforms.
- 9.7. **Further Assurances.** The Parties hereby agree to execute such other documents and perform such other acts as may be reasonably necessary or desirable to carry out the purposes of this Agreement.
- 9.8. **Binding Effect.** This Agreement shall bind and inure to the benefit of the Parties, and their respective successors, heirs and permitted assigns.
- 9.9. **Governing Law.** This Agreement and the obligations of the Parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California, USA.
- 9.10. **Assignment.** This Agreement shall not be assigned (other than by operation of law) in whole or in part by Service Provider or Client without the other Party's prior written consent, and any attempted assignment without such consent shall be void; provided, however, that Service Provider may assign this Agreement to any third party acquiring all, or substantially all, of its assets. For the avoidance of doubt, a change of control of Service Provider shall not be deemed to be an assignment for purposes of this Agreement.

Development Cubed Software, Inc.

303 West Joaquin Ave, Suite 230
San Leandro, CA 94577



ESTIMATE

Date : Feb 8, 2022
Estimate # : Est14507
Ceremony Date : May 26, 2022
Account : Solano Community College
Contact : Tiffany Casimere

Service/Non-Service	Product Details	Qty	Unit Price	Total
Service	Pro Package - Virtual Customized data collection website for graduate registration; branded virtual ceremony website and graduate slideshow	1	\$ 3,995.00	\$ 3,995.00
Service	ProNounce (Name Recording) Recording / Processing of Graduate Names	400	\$ 3.23	\$ 1,292.00
Non-Service	Shipment Cost Shipment of Graduate Cards and/or Ceremony Hardware	1	\$ 200.00	\$ 200.00
			Sub Total	\$ 5,487.00
			Tax	\$ 79.17
			Grand Total	\$ 5,566.17

Development Cubed Software, Inc dba MarchingOrder is a California Certified Small Business. Certification number: 2025405

Please enroll us as a Certified Small Business in your procurement program and payment systems.

If there are any next steps we should take to facilitate this please provide the information to denise@marchingorder.com

Sales tax is only charged for physical goods sold within the state of California,
but you may be responsible for a use tax in your state.

Total amount is due and payable Net 30 upon receipt. Any questions should be addressed to:
Development Cubed Software, Inc. | 303 West Joaquin Ave | Suite 230 | San Leandro, CA 94577
Phone:215-435-5961 | Fax:866-345-7982 | info@marchingorder.com

AGENDA ITEM 12.(s)
MEETING DATE March 2, 2022

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

TO: Members of the Governing Board

SUBJECT: 2020-2023 AMENDED TIMELYMD CONTRACT

REQUESTED ACTION:

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

SUMMARY: TimelyMD contract amended to reflect new headcount after removing groups we will no longer serve - current number is 10,650 anticipating some increase for next year.

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>	<i>N/A</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Shannon C. Cooper, Psy.D
Vice President, Student Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

Shannon C. Cooper Psy.D.

VICE PRESIDENT APPROVAL

February 14, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 2, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CollegeBuys Master Services Agreement



Agreement No. 00003713

This Master Agreement (“Agreement”) is entered into between the Foundation for California Community Colleges, a California 501(c)(3) nonprofit organization, (“Foundation”) and Timely Telehealth, LLC, a Texas limited liability company, (“Supplier”).

By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the “Agreement”).

The term of this Agreement is August 1, 2020 thru June 30, 2023.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A	Recitals	Page 2
Exhibit B	Terms and Conditions	Page 3
Exhibit C	Special Terms and Conditions	Page 7
Exhibit D	Notices	Page 14
Exhibit E	General Provisions	Page 15
Exhibit F	Products and Services	Page 17
Exhibit G	Supplier Commitment & Program Promotion	Page 22
Exhibit H	Sample Form of Supplier Quarterly Reporting to Foundation	Page 24
Exhibit I	Cooperative Utilization	Page 25
Exhibit J	Contract Amendments/Modifications	Page 37

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

TIMELY TELEHEALTH, LLC

FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES

By: *Chris Clark*
Chris Clark (Aug 6, 2020 22:21 CDT)

By: *Jorge J.C. Sales*

Print Name: Chris Clark

Print Name: Jorge J.C. Sales

Title: Chief Strategy Officer

Title: Executive Director, Program Development

Date: Aug 6, 2020

Date: Aug 6, 2020

TIMELY TELEHEALTH, LLC – second signature if applicable

FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES – signature 2 if applicable

By: _____

By: *Joseph Quintana*

Print Name: _____

Print Name: Joseph Quintana

Title: _____

Title: Chief Operating Officer

Date: _____

Date: Aug 6, 2020

EXHIBIT A
(Master Services Agreement)

RECITALS

1. **WHEREAS**, the Foundation is a 501(c)(3) nonprofit organization and established the official auxiliary organization for the California Community College Board of Governors and the California Community Colleges Chancellor's Office in accordance with California Education Code 72670.5 and may enter into systemwide agreements on behalf of the California Community Colleges in accordance with California Public Contract Code 20661;
2. **WHEREAS**, the Foundation developed, supports, and operates CollegeBuys, a cooperative purchasing program designed to pool the purchasing power of public and private schools across the nation and, as a result, the Foundation is in a unique and valuable position to provide Supplier with marketing and promotional services for Supplier's products and/or services;
3. **WHEREAS**, the Foundation has determined that it is a benefit to establish a Master Agreement with established suppliers so that any or all public agencies, public and private school districts, or public and private colleges or universities may purchase products at prices stated in this Agreement; Supplier's products and/or services
4. **WHEREAS**, Supplier provides access to telehealth, coaching, psychiatric and virtual mental health services as agreed upon in this Agreement and attached hereto as Exhibit F;
5. **WHEREAS**, Supplier desires to make this Master Agreement available to any and all public and private colleges or universities in California (hereinafter referred to individually as "Participating Agency" or collectively as "Participating Agencies"), specifically including California Community Colleges, which are supported, in part, by the Foundation; and
6. **WHEREAS**, Foundation seeks to offer and raise awareness of Supplier's products and/or services to Participating Agencies in exchange for an administrative fee.

EXHIBIT B
(Master Services Agreement)

TERMS AND CONDITIONS

1. Master Agreement. The Agreement of the parties consists of this Master Agreement (including the above recitals and these Terms and Conditions) and all Exhibits attached hereto or subsequently signed by the parties. This Master Agreement and all applicable Exhibits are hereinafter collectively referred to as the “Agreement.” In the event of a conflict between the Terms and Conditions and any Exhibits, the Terms and Conditions shall take precedence.
2. Products and Services Ordered. Subject to the terms of this Agreement, Foundation will provide this Master Agreement to interested Participating Agencies for the services and or products identified in Exhibit F, and as mutually agreed upon in writing through the duly execution of Supplier’s short form Purchase Order between Supplier and Participating Agency, attached hereto as Exhibit F-1.
3. Administration. Foundation shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Agreement as set forth herein, and Supplier hereby agrees that Foundation shall act in the capacity of administrator of purchases under the Agreement.
4. Purchasing. With respect to any purchases by Participating Agencies pursuant to the Agreement, Foundation: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, or said Participating Agency; (ii) shall not be obligated, liable or responsible for any order made by Participating Agencies or any employee thereof under the Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any Participating Agencies to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. Foundation makes no representation or guaranty with respect to any minimum purchases by any Participating Agencies or any employee thereof under this Agreement.
5. Term
 - a. This Agreement shall begin on August 1, 2020 (“Effective Date”) and shall terminate on June 30, 2023 unless extended in accordance with term 5(b) below.
 - b. The Foundation and Supplier, upon mutual written consent, shall have the option to extend the Term for two (2) additional one (1) year periods (“the Extended Term”). If the option for the Extended Terms are exercised, all terms and conditions set forth herein shall be applicable to the Extended Terms, except as expressly modified by written modifications duly executed on behalf of the Foundation and Supplier. In the event that any of, or a portion of, the extension options are not exercised and additional time is required by the Foundation to initiate a new Term extension or subsequent Agreement, Supplier agrees to continue to provide goods and/or services to the Participating Agencies on a month to month basis, for a period not to exceed three (3) months, at the prices, terms and conditions currently at the Agreement expiration date.

6. Termination for Convenience. On and after July 1, 2021, this Agreement may be terminated by either the Foundation or Supplier for any reason, without penalty, at any time by providing the non-terminating party hereto with written notice of the termination at least ninety (90) days in advance.
7. Termination for Cause. Either party shall have the right to terminate this Agreement, without penalty, within a reasonable time period should the other party be found to be in material breach of this Agreement and fails to cure such breach within (30) days after written notice of the same is sent to the other party or within any other time period agreed upon in writing by the parties.
8. Payment Terms. The payment obligations of the purchaser shall be set forth in the Agreement attached herein addressing the specific service and or product being ordered. Also, see Quarterly Fees & Reporting below for specific requirements.
9. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. However, either party will have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.
10. Use of Logo. The Foundation's prior review and written approval is required for any use of the Foundation or CollegeBuys name or logo by the Supplier in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings.
11. Insurance. Upon request within ten (10) days of formal commitment to utilize the Agreement, the Supplier and each Subcontractor identified in its Subcontractors List issued by the Supplier shall deliver to the agency taking part in the agreement Certificates of Insurance evidencing the insurance coverage in the minimum amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum amounts in connection with the use of the agreement. In such event, such additional or different insurance requirements shall be noted in writing from the Participating Agency, and the Supplier shall comply with the same.
 - a. Workers' Compensation Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.
 - b. Commercial General Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons, damage to property, completed operations, and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be \$1,000,000.00 combined single limit covering both Bodily Injury and Property Damage including broad form contractual liability coverage.
 - c. Professional Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Professional Liability Insurance covering liability arising from any error, omission, negligent, or wrongful act, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million (\$2,000,000) in the aggregate.

- d. Cyber Liability and Data Breach Response Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Cyber Liability and Data Breach Response Insurance with limits of no less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate, covering claims involving privacy violations, data breaches, information theft, damage to or destruction of electronic information, extortion and network security.
- e. Modifications; Cancellation; Additional Insured. Each Participating Agency hereunder shall be additional named insured to the Commercial General Liability insurance policies of the Supplier and its Subcontractors. The Workers' Compensation insurance policy, the General Liability insurance policy, and the Cyber Liability Insurance policy of the Supplier and each Subcontractor shall include provisions that the policy terms will not be materially modified and the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Agency, as applicable.

12. Special Provisions.

a. Promotion.

- i. Supplier Commitments. Supplier has reviewed, understands and agrees to the Supplier Commitments and Program Promotion attached hereto and incorporated herein as Exhibit G.
- ii. Availability of Master Agreement. Upon request, Supplier shall make available to interested Participating Agencies a copy of the Master Agreement as may be necessary for such agencies to evaluate potential purchases.

b. Quarterly Fees & Reporting.

- i. Quarterly Administrative Fee. Supplier shall pay Foundation a quarterly administrative fee in the amount of 2% of the total purchase invoice, less taxes, additional services (excluding included services) and transportation for all purchases of Participating Agencies under said Master Agreement and provide the Foundation with an electronic accounting report, in a format prescribed by the Foundation, summarizing all purchases under the Agreement. A sample of the reporting format appears at Exhibit H. Quarterly reports are due within fifteen (15) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. The Foundation reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting format. Administrative fee payments shall be made by check to the Foundation for California Community Colleges.
- ii. Accounting. Supplier shall at its expense maintain an accounting of all purchases made by Participating Agencies. The Foundation reserves the right to audit the accounting for a period of four (4) years from the date the Foundation receives the accounting. In the event of such an audit, the requested materials shall be provided at the location mutually agreed upon between the Foundation and the Supplier. Quarterly reports and the administrative fee applicable to each quarter, as

described in item 11(b)(i) above, are due within thirty (30) days of the end of each calendar quarter.

- iii. Default. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified in item 11(b)(i) shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement at the Foundation's sole discretion.
- iv. Errors and Omissions. Supplier is provided one hundred eighty (180) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omissions(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the Foundation. Once the one hundred eighty (180) days or the conclusion of the subsequent quarter (whichever comes first) has lapse, the Foundation also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit conducted pursuant to Section 11(b)(ii) above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).
- v. Right to Compare Records. Foundation or its designee may, at the Foundation's sole discretion, compare Participating Agency records with quarterly reports submitted by Supplier. If there is a discrepancy, the Foundation will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to the Foundation's reasonable satisfaction. If the Supplier does not so resolve the discrepancy, the Foundation shall have the right to engage outside services to conduct an independent audit of Supplier's quarterly reports. Supplier shall be obligated to reimburse any and all Foundation's costs and expenses related to or connected with the record and report reviews, the audit, Foundation staff time and expenses, counsel, and collection.

EXHIBIT C
(Master Services Agreement)

SPECIAL TERMS AND CONDITIONS

1. **HIPAA.** To the extent the services provided to Participating Agency are regulated by the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“ HIPAA ”) or involve information that is Protected Health Information (“ PHI ”) as that term is defined by HIPAA, Supplier agrees to use, disclose, and secure PHI in accordance with the HIPAA rules and other applicable requirements and to execute such other documents or amendments hereto and take such other actions as may be necessary to comply with HIPAA and other related laws.
2. **FERPA.** If Participating Agency provides Supplier with any legally confidential information including but not limited to confidential personnel information or "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the implementing regulations in Title 34, Part 99 of the Code of Federal Regulations, Supplier hereby certifies that collection of this information from Participating Agency is necessary for the performance of the Supplier’s duties and responsibilities on behalf of Participating Agency under Supplier’s TimelyMD Care Client Agreement. Supplier shall keep this data confidential, and shall use this data exclusively to provide the Services. Should the data be improperly disclosed Supplier will notify Participating Agency within two (2) business days of any disclosure.
3. **Iran Contracting Act Verification.** If the estimated spend throughout the life of this Agreement is estimated to exceed one million dollars, (\$1,000,000.00), Supplier must appropriately fill out and sign the Iran Contracting Act Verification, as specified under Public Contract Code §§ 2202 – 2208.

TECHNOLOGY INFRASTRUCTURE

1. **Security**. Supplier shall provide Participating Agency, as Licensee, with general system security including: (a) physical security of the hosting location, (b) limiting access to Licensee's stored information to individual Supplier employees directly connected with maintaining the database or the associated application software; (c) plans for managing disaster recovery.
2. **Data Security**. Supplier has implemented and shall maintain at least industry acceptable standard systems and procedures to ensure the security, confidentiality and integrity of User Data and to reasonably protect against anticipated threats or hazards to the security or integrity of User Data, and against unauthorized access to, use or disclosure of User Data.
3. **Security Updates**.
 - a) Participating Agency will be notified of any changes to Supplier security policies with 90-days advance notice. If any changes are deemed unacceptable, Supplier will work with Participating Agency to arrive at mutually-acceptable security policy terms.
 - b) Supplier promises to update the risk assessment and related safeguards at least annually. Upon request by the Participating Agency, Supplier agrees to provide documentation sufficient to demonstrate Supplier's security compliance.
4. **Access to Information/IT Assets**. Supplier acknowledges and agrees that during the course of Supplier's business relationship with the Participating Agency, Supplier will not access data, files, or any other stored information not necessary for Supplier's work pursuant to this agreement, unless there has been prior approval by an authorized Participating Agency representative. Supplier acknowledges and agrees that the Participating Agency's computers, applications, information storage, networks, and telecommunications systems, including telephones and facsimiles, ("IT Assets") are the Participating Agency's property. The IT Assets will be used only by properly identified, authenticated, and authorized individuals and will be used solely for the Participating Agency's business. All messages, content, data, information, and files composed, stored, sent, or received on the IT Assets are the property of the Participating Agency, and Supplier acknowledges and agrees that Supplier has no expectation of privacy with respect to the use of the IT Assets.
5. **Data Sharing**.
 - a) All data shared between the parties or collected by Supplier on behalf of Participating Agency in meeting the terms of this contract is confidential and remains the property of Participating Agency. No data of any sort can be released to third parties without the written consent of Participating Agency. Data shared with third party companies remains the sole property of Participating Agency.
 - b) Data shared or collected must be stored in the United States of America.
 - c) All PII Data must be encrypted at all times, both at rest and in transit.
 - d) Data shared between the parties will be transmitted using Secure FTP or other equivalent encryption based protocol. Under no circumstances will the parties share employee Personally Identifiable Information via non-secure methods such as public email.
 - e) Data will be shared at mutually agreed upon times between the parties.
 - f) Employee data to be shared with and/or collected by Supplier will be limited to Employee SSN, EID (not Banner ID but the Alternate ID), Prefix, First, MI, Last, Suffix, DOB, Sex, Marital Status, Country, Pay Group, Department, Title, TTE, Hours Per Week, Hire Date, Address, City, State, Zip, Home Phone, Work Phone, Email, Personal Email, Payroll Frequency, Deduction Frequency, Gross Salary, Location Number, Location, Job

Class, Pay Group, Department Number, Department, Title, FTE, Hours Per Week, Hire Date, Eligibility, Date, Status, Enrollment Status, Termination Date, Event Date, PIN, Require PIN Change, As of, Session UserID, Session City, Hourly Wage, PTO Balance, PTO Cost, Mailing Country, Mailing Address, Mailing City, Mailing State, Mailing Zip, Country of Citizenship, Event Code, Event Description, User ID, Birth Country.

- g) All data collected, stored, transmitted, and/or otherwise shared between the and Supplier and Supplier to any third party entities will meet the minimum standards for protection of Personally Identifiable Information (PII) defined in the security controls in section 4.3 of NIST SP 800-122 (Guide to Protecting the Confidentiality of Personally Identifiable Information), and NIST Special Publication 800-53.
6. **Breach Notification and Action.** The California Information Practices Act (California Civil Codes sections 1798, et seq.) requires users to be notified if there is a break-in, or attempted break-in, to any system that may contain personal information. Supplier will coordinate with the Participating Agency to promptly notify Participating Agency’s users in the event of any break-in or attempted break-in to Supplier provided software systems or security protocols, network(s), or data center(s) which contain personal records of the Participating Agency’s users. Supplier shall report any confirmed or suspected breach to Participating Agency upon discovery, both orally and in writing, but in no event more than two (2) business days after Supplier reasonably believes the breach to have occurred, unless Supplier is otherwise prohibited by other applicable law from providing such notice to Participating Agency. Supplier’s report shall identify: (i) the nature of the unauthorized access, use or disclosure; (ii) the protected information accessed, used and disclosed; (iii) the person(s) who accessed, used and disclosed and/or received the protected information (if known); (iv) what Supplier has done or will do to mitigate the deleterious effect of the unauthorized access, use or disclosure; and (v) what corrective action Supplier has taken or will take to prevent further unauthorized access, use or disclosure. Supplier will cooperate with Participating Agency in complying with the notification requirements of California Civil Code sections 1798.29 and 1798.82. All costs associated with breach including but not limited to notification, claims and reparations are the sole responsibility of Supplier.
7. **Business and Other Proprietary Information.** Supplier agrees that business and other proprietary information of any type generated in connection with work related to the Participating Agency’s operations (“Licensee Data”) is confidential. Such information may include, but is not limited to, business discussions and deliberations, compliance-related information, meeting minutes, documents, network transmissions, electronically or magnetically stored data/records, and personal information related to the Participating Agency’s employees or clients/customers/students. “Personal information” is defined broadly to include any and all information that could be used to identify an individual or could cause harm to the individual (e.g. photographs, email addresses, passwords, social security numbers, credit card information, etc.). Such information will not be accessed, used or disclosed for any reason other than to conduct the work pursuant to this agreement. Business and other proprietary information obtained or learned during the course of Supplier’s relationship with the Participating Agency will not be (i) disclosed to any unauthorized party, or (ii) used or disclosed after termination of the relationship. Supplier promises to return or destroy all business and other proprietary information to the Participating Agency within 14 days after termination of the relationship between the parties; provided, however, to the extent required by applicable law, Supplier is permitted to retain any information in a secure HIPAA compliant environment for up to seven years for archival purposes only.
8. **Intellectual Property.** Subject to the express rights and licenses granted by Supplier under this Agreement, Supplier reserves and retains its entire right, title, and interest in and to all Intellectual

Property arising out of or relating to the software and the service provided by it (the “Services”); none of the Foundation, Participating Agency (and its affiliates) nor authorized users acquire any ownership of Intellectual Property in the software or documentation or the Services as a result of this Agreement and will not remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the Services or on or in any component thereof.

As between Participating Agency (and its affiliates) and Supplier, Participating Agency (and its affiliates) has, reserves, and retains, sole and exclusive ownership of all right, title, and interest in and to the Licensee Data, including all Intellectual Property arising therefrom or relating thereto. The Licensee Data is the Confidential Information of the Participating Agency (and its affiliates), and neither Supplier nor any third party has or will have, acquire, or claim any right, title, or interest in any Licensee Data as a result of this Agreement or any interest in the Software or have any right or license to, and shall not, use any Licensee Data except solely as and to the extent necessary to perform the Services herein.

9. **Ownership of Institution Data.** Participating Agency, and/or its suppliers and affiliates, retains all right, title and interest (including, without limitation, all proprietary rights) to Participating Agency Data and its Institution Applications except for rights granted to Supplier and its affiliates under this Agreement. Except as otherwise provided herein, upon termination or cancellation of this Agreement for any reason, Supplier shall return all Participating Agency Data to Participating Agency in an agreed upon format, or destroy, at Participating Agency’s option.
10. **Return of Materials.** Upon expiration or termination of this Agreement or the licenses granted hereunder, Participating Agency shall immediately return to Supplier all Licensed Software/Technology and Documentation provided to Supplier, as well as any and all copies thereof. Supplier agrees to cooperate with Licensee to facilitate the retrieval and download of all Licensee data collected by and stored in the Licensed System. Upon Licensee's receipt of the data, Supplier will certify that all Licensee data has been thoroughly and completely removed from the Licensed System.
11. **Nondisclosure of User Data.** Supplier shall hold all User Data in strict confidence and with the same standard of care it uses to protect its own information of a similar nature and shall not use User Data for any purpose other than to provide the Service or as may be authorized in writing by Participating Agency. Supplier shall not disclose User Data to any other party except: (a) to Supplier employees, agents, subcontractors and service providers, to whom User Data needs to be disclosed for the purpose of providing the Service; (b) as required by law, or to respond to duly authorized information requests of police and governmental authorities or to comply with any facially valid subpoena or court order; (c) protect the rights or property of Supplier or Supplier customers, including the enforcement of Supplier agreements or policies governing Institution’s use of the Service; or (d) as authorized by Institution in writing. Supplier shall undertake efforts reasonably calculated to ensure that Supplier employees, agents, and subcontractors with access to User Data are aware of Supplier’ obligations under this Agreement and are placed under an obligation of confidentiality with respect thereto.
12. **CCPA Obligations.**
 - a. Supplier will only collect, use, retain, or disclose personal information for the contracted business purposes.

- b. Supplier will not collect, use, retain, disclose, sell, or otherwise make personal information available for Supplier's own commercial purposes or in a way that does not comply with the CCPA. If a law requires the Supplier to disclose personal information for a purpose unrelated to the contracted business purpose, the Supplier must first inform the Foundation or Participating Agency (as applicable) of the legal requirement and give the Foundation or Participating Agency (as applicable) an opportunity to object or challenge the requirement, unless the law prohibits such notice.
- c. Supplier will limit personal information collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the contracted business purposes or another compatible operational purpose.
- d. Supplier must promptly comply with any request or instruction from a software user or Participating Agency requiring the Supplier to provide, amend, transfer, or delete the personal information, or to stop, mitigate, or remedy any unauthorized processing.
- e. If the contracted business purposes require the collection of personal information from individuals on the Participating Agency's behalf, Supplier will always provide a CCPA-compliant notice addressing use and collection methods that the Participating Agency specifically pre-approves in writing. Supplier will not modify or alter the notice in any way without the Participating Agency's prior written consent.

ADA Section 508 Compliance Certification

1. **Equal Access.** Supplier will use best efforts to ensure equal access to their software, products and services for all and particularly for individuals with disabilities, in a timely manner. An individual with a disability will be afforded the same opportunity to acquire and engage with the software, products, and services as a person without a disability in an equally effective and equality integrated manner, with substantially equivalent ease of use

2. **ADA / Accessibility.** With respect to ADA compliance, the Supplier shall use best efforts to:
 - a) Conform to section 508 of the Rehabilitation Act (<http://www.section508.gov/section-508-standards-guide>) and WCAG 2.0, Level AA (<http://www.w3.org/TR/WCAG20/>) specifications.
 - b) Comply with all applicable FCC regulations regarding advanced communications services (<http://www.fcc.gov/encyclopedia/advanced-communications-services-ac>).
 - c) Resolve immediately any accessibility issues that are discovered or encountered by end users, and communicate a concrete timeframe for resolving the issue(s).
 - d) Upon contract signing, must present a VPAT.

3. **Accessibility Clause.** Supplier will use best efforts to ensure that their software, products and services adhere to *Section 508 of the Rehabilitation Act of 1973* and is fully compliant with the Web Content Accessibility Guidelines 2.0, Level AA (WCAG 2.0, AA) standards for accessibility. Credible verification and/or documentation regarding the accessibility of the software, product, or service will be provided by the Supplier upon request. If any student accommodation is found to be necessary due to an identifiable lack of accessibility in the Supplier software, the cost for accommodation will be paid by Supplier upon request by the Foundation, once verified that the student accommodation conforms with Section 508 of the Rehabilitation Act of 1973 and that the noncompliance did not arise from intermediary interference (e.g., virus protection software, web browser problems, or out of date assistive technology) or a student's inability to properly utilize compliant assistive technology. If necessary, an independent and mutually agreed upon, 3rd party accessibility firm may be used to validate the lack of software accessibility. Reasonability of cost for accommodation will be upon mutual agreement by Supplier and the Foundation.

TIMELY TELEHEALTH, LLC

By: *Chris Clark* Date: Aug 6, 2020
Chris Clark (Aug 6, 2020 22:21 CDT)

Print Name: Chris Clark Title: Chief Strategy Officer

IRAN CONTRACTING ACT VERIFICATION
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for goods or services of \$1,000,000 or more, a Supplier must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your supplier or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 – THIS PROJECT IS LESS THAN \$1,000,000.

OPTION #2 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the supplier/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Supplier Name/Financial Institution</i> Timely Telehealth, LLC	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i> <u>Chris Clark</u> <small>Chris Clark (Aug 6, 2020 22:21 CDT)</small>	<i>Date Executed:</i> Aug 6, 2020
<i>Printed Name and Title of Person Signing:</i> Chris Clark Chief Strategy Officer	

OPTION #3 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Supplier Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature):</i>	<i>Date Executed:</i>
<i>Printed Name and Title of Person Signing</i>	

EXHIBIT D
(Master Services Agreement)

NOTICES

Unless otherwise expressly provided herein, all reports, notices or other written or electronic communications given hereunder shall be delivered by email or by express delivery requiring signature on receipt to the addresses as set forth below. Foundation may, by written or electronic notice delivered to Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

FOUNDATION:

Foundation for California Community Colleges
CollegeBuys Program
1102 Q Street, Suite 4800
Sacramento, CA 95811
cbcontracts@foundationccc.org

TIMELY TELEHEALTH, LLC:

1315 S. Adams St.
Fort Worth, Texas 76104
Phone Number: 833-484-6359
Email Address: contact@timely.md

With copy to:

Jay Scheinberg
1315 S. Adams Street
Fort Worth, 76104
301-613-5568
jay.scheinberg@timely.md

EXHIBIT E
(Master Services Agreement)

GENERAL PROVISIONS

1. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
2. Modification and Waiver. Except as provided otherwise herein, this Agreement may not be modified except by a writing signed by an authorized representative of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.
3. Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
5. Choice of Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law.
6. Binding Power. This Agreement shall inure to the benefit of and shall be binding upon the Foundation, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.
7. Independent Parties. This Agreement does not constitute, give effect to, or otherwise imply a joint venture, pooling arrangement, partnership, or formal or informal business organization of any kind, or (except as expressly set forth herein) any sort of agency relationship between the parties. Neither party will, or will have the power to, bind the other party to any third party without the prior written consent of the other party. The relationship of Supplier and the Foundation under this Agreement is that of independent contractors. Neither party (the "Acting Party") will have the authority to make any agreement or commitment, or incur any liability on behalf of the other party, nor shall such other party be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the Acting Party. Except as expressly set forth herein, this Agreement does not restrict either party from conducting business with any third party.

8. Indemnification. Supplier, its heirs and/or its assigns (“Indemnitor”) will indemnify, defend and hold Foundation, and its directors, officers, employees, and agents (collectively “Indemnitees”) harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys’ fees and costs, resulting from, arising out of, or connected with (a) the performance of its obligations under this Agreement or omissions relating to same by Indemnitor, Indemnitor’s employees, Indemnitor’s subcontractors, or any person or entity for whom Indemnitor is responsible; (b) any breach by Indemnitor of this Agreement; (c) Indemnitor’s or Indemnitees’ infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services; (d) any willful or negligent act or omission by Indemnitor or any person or entity for whom Indemnitor is responsible and/or (e) third party claims related to ADA section 508 compliance. Indemnitor’s indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. Foundation must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnitees with all related evidence in its control regardless of any disputes. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to, those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied/equitable indemnity.
9. Good Faith Cooperation. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
10. Authorized Representative. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

EXHIBIT F
(Master Services Agreement)

PRODUCTS AND SERVICES

DEFINITIONS. For purposes of this Agreement:

- (a) “Telehealth Consultations” shall mean any contact between a student and a Provider or practitioner, relating to, as applicable and appropriate, the care and personal coaching of a patient with the use of telehealth technology. Telehealth Consultations shall include “Remote Medical Consultations”, “Talk Now Consultations”, “Health Coaching Consultations”, “Scheduled Consultations”] and “Psychiatric Consultations.”
- (b) “Remote Medical Consultations” shall mean on demand, medical diagnostic remote Telehealth Consultations by a licensed physician Provider.
- (c) “Talk Now Consultations” shall mean on demand, non-diagnostic personal coaching by a qualified mental health practitioner.
- (d) [“Health Coaching Consultations” shall mean on demand, non-diagnostic coaching with a qualified health coach.
- (e) “Psychiatric Consultations” shall mean scheduled psychiatric Telehealth Consultations based on availability, provided by a licensed psychiatric Provider.
- (f) “Scheduled Consultations” shall mean scheduled mental health Telehealth Consultations provided by a licensed Providers.

TimelyMD shall facilitate access by the Client’s students (individually, an “Enrollee” and, collectively, as the “Enrollees”) to Telehealth Consultations. TimelyMD will provide the Enrollees with access to Telehealth Consultations 24 hours per day, 365 days per year during the Term of the agreement.

PROGRAM OFFERINGS:

Program	Medical	Talk Now	Scheduled Counseling	Psychiatry	Health Coaching	Customized Branded Program
<u>GOLD</u>	✓	✓	✓	✓	✓	✓
<u>SILVER</u>	✓	✓	✓			
<u>BRONZE</u>	✓	✓				

PRICING:

Volume pricing through this Agreement is shown in the pricing grid below. As the Participating Agencies (CCC, CSU, AICCU, UC) aggregate student populations grow, the entire system of California Higher Education reaps the reward of ongoing discounts up to 25 percent from the base price. TimelyMD will work with Foundation to ensure the messaging and marketing of current and future (discounted) pricing is simple for institutions to both understand and budget (i.e. budget for current price, but be rewarded with future discounts as other institutions participate.)

Program per student ANNUAL pricing	10K-99K total Participating Agencies population	100K-199K total Participating Agencies population	200K-399K total Participating Agencies population	400K-999K total Participating Agencies population	1M-1.99M total Participating Agencies population	2M+ total Participating Agencies population
Gold medical, talk-now, scheduled counseling, psychiatry, & health coaching	\$62.00 (\$31.00/semester)	\$57.10 8% Discount	\$56.50 9% Discount	\$53.00 15% Discount	\$49.75 20% Discount	\$44.75 28% Discount
Silver medical, talk-now, & scheduled counseling	\$30.00 (\$15.00/semester)	\$28.00 7% Discount	\$27.50 8% Discount	\$25.80 14% Discount	\$24.25 19% Discount	\$21.90 27% Discount
Bronze medical & talk-now	\$13.75 (\$6.88/semester)	\$13.00 5% Discount	\$12.75 7% Discount	\$12.50 9% Discount	\$11.25 18% Discount	\$10.25 25% Discount

+\$10,000 per campus per year support and training fee for all levels


*Supplier agrees to provide prorated pricing model for Participating Agencies who sign-up mid-semester

Lowest Price Commitment Certification

Supplier represents and warrants that the pricing afforded for any products and/or services provided through this Agreement, as exemplified in Exhibit F, was determined to be the most competitive and lowest cost attainable for the California Community Colleges and/or any community college district. Supplier ensures that this low-cost pricing was devised with the understanding that the California Community College system is the largest higher education system in the nation, comprised of 115 institutions and 2.1 million students.

Supplier certifies that the cost to each California Community College District that is a beneficiary of this Agreement is lower than what Supplier could reasonably offer if a California Community College District entered into an agreement with Supplier through its own procedures, for the same products and/or services in Exhibit F, upon the same terms, conditions, and specifications herein.

TIMELY TELEHEALTH, LLC

By: 
Chris Clark (Aug 6, 2020 22:21 CDT) Date: Aug 6, 2020

Print Name: Chris Clark Title: Chief Strategy Officer

EXHIBIT F-1

TimelyMD Short Form Purchase Order

Sample Order Form

2020-21

CollegeBuys Participating Agencies (CCC, CSU, AICCU, UC) Telehealth Program Signature Form

Foundation for California Community Colleges (Foundation has entered into a system-wide agreement for telehealth/tele-mental health services with TimelyMD. TimelyMD is the market leader and the only telehealth provider that is 100% focused on the higher education sector, providing on-demand 24/7 medical, on-demand 24/7 “Talk Now” mental and emotional support, Scheduled Counseling, Psychiatry, and Health Coaching services. TimelyMD student telehealth programs support California Colleges by extending and augmenting the existing Student Health Services and Student Counseling Services around the clock with the goal of increasing student wellness, engagement, and retention.

Listed below are the program options and rates for the 2020-21 academic year.

PROGRAM OFFERINGS:

Program	Medical	Talk Now	Scheduled Counseling	Psychiatry	Health Coaching	Customized Branded Program
<u>GOLD</u>	✓	✓	✓	✓	✓	✓
<u>SILVER</u>	✓	✓	✓			
<u>BRONZE</u>	✓	✓				

PRICING:

Volume pricing through the Master Agreement with the Foundation can be seen in the pricing grid below. As the Participating Agencies (CCC, CSU, AICCU, UC) aggregate student populations grow, the entire system of California Higher Education reaps the reward of ongoing discounts up to 25 percent from the base price. TimelyMD will work with Foundation to ensure the messaging and marketing of current and future (discounted) pricing is simple for institutions to both understand and budget (i.e. Budget for current price, but be rewarded with future discounts as other institutions participate).

Program per student ANNUAL pricing	10K-99K total Participating Agencies population	100K-199K total Participating Agencies population	200K-399K total Participating Agencies population	400K-999K total Participating Agencies population	1M-1.99M total Participating Agencies population	2M+ total Participating Agencies population
Gold medical, talk-now, scheduled counseling, psychiatry, & health coaching	\$62.00 (<small>\$31.00/semester</small>)	\$57.10 8% Discount	\$56.50 9% Discount	\$53.00 15% Discount	\$49.75 20% Discount	\$44.75 28% Discount
Silver medical, talk-now, & scheduled counseling	\$30.00 (<small>\$15.00/semester</small>)	\$28.00 7% Discount	\$27.50 8% Discount	\$25.80 14% Discount	\$24.25 19% Discount	\$21.90 27% Discount
Bronze medical & talk-now	\$13.75 (<small>\$6.88/semester</small>)	\$13.00 5% Discount	\$12.75 7% Discount	\$12.50 9% Discount	\$11.25 18% Discount	\$10.25 25% Discount

+\$10,000 per campus per year support and training fee for all levels

If you have any questions, please contact Jay Scheinberg at (301) 613-5568 or jay.scheinberg@timely.md. We look forward to working with your institution and student population.

_____ **Yes, we accept program terms and conditions as reviewed, negotiated, and agreed upon by CollegeBuys on behalf of the Foundation for California Community Colleges as seen in the Master Service Agreement executed on {INSERT DATE} between the Foundation for California Community Colleges and Timely Telehealth, LLC.**

_____ Yes, my institutions agree to provide an accurate census of the total student population.

Signature

Date

Title

EXHIBIT G

(Master Services Agreement)

SUPPLIER COMMITMENT & PROGRAM PROMOTION

Supplier Commitment

The Foundation for California Community Colleges (“Foundation”) asks each Supplier to make four basic commitments to ensure the overall success of the program.

Corporate Commitment - A commitment that the Foundation has the support of senior management, and that the Foundation contract is the Supplier’s primary offering to Participating Agencies, specifically to the California Community Colleges. The Supplier shall make its existing public and private agency clients aware of its Foundation contract, and upon the public and private agency’s request, such agency will be transitioned to the Supplier’s Foundation contract.

Sales Commitment - A commitment that the Supplier will market Foundation contract and that the sales force will be trained, engaged and committed to offering Foundation agreement to Participating Agencies nationwide, with a further commitment that all Foundation sales be accurately and timely reported.

Service Commitment - A commitment that the Supplier will provide at minimum the level of service defined in the agreement to any and all Participating Agencies purchasing through Foundation’s contract.

Communication and Information Commitment - Establish the following communication links to facilitate customer access and communication:

- ❑ A toll-free national telephone for inquiries and orders
- ❑ An email address for general inquiries
- ❑ Provide the following for Foundation website use:
 - Standard logos
 - Summary of products and pricing
 - Information web-link to Supplier’s website
 - Overall information about Supplier
 - Other promotional material as desired

Supplier Program Promotion

The Foundation recognizes that each Supplier has a successful business and may choose to meet its commitments to Foundation purchasing programs in a variety of ways that best suit the supplier’s business model, organization and market approach. The following are Program Standards intended to assist the supplier in successfully implementing the Foundation contract:

Account Management Team – The Supplier shall provide an Account manager with the authority and responsibility for the overall success of the Foundation contract within the Supplier’s organization. The Supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from Foundation concerning new public agency registrations, and for ensuring timely follow up by the Supplier’s staff to requests for contact from public school districts. Additionally, Foundation suggests the

Supplier implement and support a Supplier-based internet web page dedicated to the Supplier's Foundation program and linked to the CollegeBuys website.

Quarterly Review – Upon request, Foundation will schedule a quarterly review with the Supplier to evaluate the Supplier's performance of Supplier Commitments and Program Standards outlined herein.

Foundation Purchasing Program Awareness – Foundation is responsible for marketing the overall Foundation purchasing program concept and programs to Participating Agencies. Foundation marketing is intended to supplement and enhance the direct sales effort of the Supplier. The Supplier assists by providing promotional material such as logos and by participating in related trade shows and conferences. Foundation employs a marketing team, a web-based lead referral system, a network of partner associations, direct mail, the Internet and newsletters and other publications to increase CollegeBuys awareness.

Supplier Sales - Supplier is responsible for proactive direct sales of Supplier's goods and services to Participating Agencies and the timely follow up to leads established by Foundation. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All sales materials are to use the CollegeBuys logo. Foundation will provide each Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, the Supplier's sales initiatives should communicate:

- No cost to participate
- Non-exclusive contracts

Sales Force Training - Supplier is responsible for the training of its sales force on the Foundation contract. Foundation may provide training materials and generally assist with the education of sales personnel. At a minimum, sales training should include:

- Key features of Foundation contract
- Understanding of the process of development of the Agreement
- Working knowledge of Foundation Organization and Solicitation Process
- Awareness of the range of Participating Agencies that can access Foundation

EXHIBIT H
(Master Services Agreement)

SAMPLE FORM OF SUPPLIER QUARTERLY REPORTING TO FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

College Name Association Name	PO Number	Supplier Invoice Number	Invoice Amount \$	Savings \$	FCCC Admin. Fee \$
TOTAL					

NOTE: Reports to be submitted in Microsoft Excel

*Excluding taxes, additional services and transportation

EXHIBIT I
(Master Services Agreement)

COOPERATIVE UTILIZATION

This Master Agreement is available to any and all public and private colleges or universities in California (referred to individually as “Participating Agency” or collectively as “Participating Agencies”), specifically including California Community Colleges, which are supported, in part, by the Foundation.

A list of all California Community Colleges, California State Universities, and AICCU Member Institutions is provided below for reference. The below list does not preclude any Participating Agency that is not listed from purchasing from this Agreement.

List of California Community Colleges

District	College	College Address	City	Zip
Allan Hancock Joint CCD	Allan Hancock College	800 S. College Dr.	Santa Maria	93454
Antelope Valley CCD	Antelope Valley College	3041 West Ave K.	Lancaster	93536
Barstow CCD	Barstow College	2700 Barstow Rd	Barstow	92311
Butte-Glenn CCD	Butte College	3536 Butte Campus Dr.	Oroville	95965
Cabrillo CCD	Cabrillo College	6500 Soquel Dr.	Aptos	95003
Cerritos CCD	Cerritos College	11110 Alondra Boulevard	Ridgecrest	93555
Chabot-Las Positas CCD	Chabot College	25555 Hesperian Blvd.	Hayward	94545
Chabot-Las Positas CCD	Las Positas College	3033 Collier Canyon Rd.	Livermore	94551
Chaffey CCD	Chaffey College	5885 Haven Ave.	Rancho Cucamonga	91737
Citrus CCD	Citrus College	1000 West Foothill Blvd.	Glendora	91741
Coast CCD	Coastline Community College	11460 Warner Avenue	Fountain Valley	92708
Coast CCD	Golden West College	15744 Goldenwest St.	Huntington Beach	92647
Coast CCD	Orange Coast College	2701 Fairview Rd, PO Box 5005	Costa Mesa	92628
Compton CCD	Compton College	1111 Artesia Blvd.	Compton	90221
Contra Costa CCD	Contra Costa College	2600 Mission Bell Dr.	San Pablo	94806
Contra Costa CCD	Diablo Valley College	321 Golf Club Rd.	Pleasant Hill	94523
Contra Costa CCD	Los Medanos College	2700 E. Leland Rd.	Pittsburg	94565
Copper Mountain CCD	Copper Mountain College	6162 Rotary Way (PO Box 1398)	Joshua Tree	92252
Desert CCD	College of the Desert	43500 Monterey Ave	Palm Desert	92260
El Camino CCD	El Camino College	16007 Crenshaw Blvd.	Torrance	90506
Feather River CCD	Feather River College	570 Golden Eagle Ave	Quincy	95971
Foothill-De Anza CCD	De Anza College	21250 Stevens Creek Blvd.	Cupertino	95014

Foothill-De Anza CCD	Foothill College	12345 El Monte Rd	Los Altos Hills	94022
Gavilan CCD	Gavilan College	5055 Santa Teresa Blvd.	Gilroy	95020
Glendale CCD	Glendale College	1500 N Verdugo Rd.	Glendale	91208
Grossmont-Cuyamaca CCD	Cuyamaca College	900 Rancho San Diego Pkwy.	El Cajon	92019
Grossmont-Cuyamaca CCD	Grossmont College	8800 Grossmont College Dr.	El Cajon	92020
Hartnell Joint CCD	Hartnell College	156 Homestead Ave.	Salinas	93901
Imperial Valley CCD	Imperial Valley College	380 E. Aten	Imperial	92251
Kern CCD	Bakersfield College	1801 Panorama Dr.	Bakersfield	93305
Kern CCD	Cerro Coso Community College	3000 College Heights Blvd	Ridgecrest	93555
Kern CCD	Porterville College	100 E College Ave.	Porterville	93257
Lake Tahoe CCD	Lake Tahoe Community College	1 College Dr.	So. Lake Tahoe	96150
Lassen CCD	Lassen College	P.O. Box 3000	Susanville	96130
Long Beach CCD	Long Beach City College - Liberal Arts	1305 E Pacific Coast Hwy	Long Beach	90806
Los Angeles CCD	East Los Angeles College	1301 Avenida Cesar Chavez	Monterey Park	91754
Los Angeles CCD	Los Angeles City College	855 N Vermont Ave.	Los Angeles	90029
Los Angeles CCD	Los Angeles Harbor College	1111 Figueroa Pl.	Wilmington	90744
Los Angeles CCD	Los Angeles Mission College	13356 Eldridge Ave	Sylmar	91342
Los Angeles CCD	Los Angeles Pierce College	6201 Winnetka Ave., PMB 103	Woodland Hills	91371
Los Angeles CCD	Los Angeles Southwest College	1600 Imperial Hwy.	Los Angeles	90047
Los Angeles CCD	Los Angeles Trade-Tech College	400 W. Washington Blvd.	Los Angeles	90015
Los Angeles CCD	Los Angeles Valley College	5800 Fulton Ave.	Valley Glen	91401
Los Angeles CCD	West Los Angeles College	9000 Overland Ave.	Culver City	90230
Los Rios CCD	American River College	4700 College Oaks Dr.	Sacramento	95841

Los Rios CCD	Cosumnes River College	8401 Center Pkwy.	Sacramento	95823
Los Rios CCD	Folsom Lake College	100 Clarksville Road	Folsom	95630
Los Rios CCD	Sacramento City College	3835 Freeport Blvd.	Sacramento	95822
Marin CCD	College of Marin	835 College Ave.	Kentfield	94904
Mendocino-Lake CCD	Mendocino College	1000 Hensley Creek Rd.	Ukiah	95482
Merced CCD	Merced College	3600 M Street	Merced	95348
MiraCosta CCD	MiraCosta College	One Bernard Dr.	Oceanside	92056
Monterey Peninsula CCD	Monterey Peninsula College	980 Fremont St.	Monterey	93940
Mt. San Jacinto CCD	Mt. San Jacinto College	1499 N State St.	San Jacinto	92583
Mt. San Antonio CCD	Mt. San Antonio College	1100 N Grand Ave.	Walnut	91789
Napa Valley CCD	Napa Valley College	2277 Napa-Vallejo Hwy.	Napa	94558
North Orange County CCD	Cypress College	9200 Valley View Street	Cypress	90630
North Orange County CCD	Fullerton College	321 E. Chapman Ave.	Fullerton	92832
Ohlone CCD	Ohlone College	43600 Mission Blvd.	Fremont	94539
Online CCD	Calbright College	1070 Innovation Way	Sunnyvale	94089
Palo Verde CCD	Palo Verde College	One College Dr.	Blythe	92225
Palomar CCD	Palomar College	1140 West Mission Rd	San Marcos	92069
Pasadena Area CCD	Pasadena City College	1570 E. Colorado Blvd.	Pasadena	91106
Peralta CCD	Berkeley City College	2050 Center Street	Berkeley	94707
Peralta CCD	College of Alameda	555 Atlantic Avenue	Alameda	94501
Peralta CCD	Laney College	900 Fallon Street	Oakland	94607
Peralta CCD	Merritt College	12500 Campus Dr.	Oakland	94619
Rancho Santiago CCD	Santa Ana College	1530 w. 17TH St.	Santa Ana	92706
Rancho Santiago CCD	Santiago Canyon College	8045 E. Chapman Ave.	Orange	92869

Redwoods CCD	College of the Redwoods	7351 Tompkins Hill Rd.	Eureka	95501
Rio Hondo CCD	Rio Hondo College	3600 Workman Mill Rd.	Whittier	90601
Riverside CCD	Moreno Valley College	16130 Lasselle St.	Moreno Valley	92551
Riverside CCD	Norco College	2001 Third St.	Norco	92860
Riverside CCD	Riverside City College	4800 Magnolia Ave.	Riverside	92506
San Bernardino CCD	Crafton Hills College	11711 Sand Canyon Road	Yucaipa	92399
San Bernardino CCD	San Bernardino Valley College	701 S. Mt Vernon Ave.	San Bernardino	92410
San Diego CCD	San Diego City College	1313 Park Blvd.	San Diego	92101
San Diego CCD	San Diego Mesa College	7250 Mesa College Dr.	San Diego	92111
San Diego CCD	San Diego Miramar College	10440 Black Mountain Rd	San Diego	92126
San Francisco CCD	City College of San Francisco	50 Phelan Ave	San Francisco	94112
San Joaquin Delta CCD	San Joaquin Delta College	5151 Pacific Ave.	Stockton	95207
San Jose-Evergreen CCD	Evergreen Valley College	3095 Yuerba Buena Rd.	San Jose	95135
San Jose-Evergreen CCD	San Jose City College	2100 Moorpark Ave	San Jose	95128
San Luis Obispo County CCD	Cuesta College	P.O. Box 8106	San Luis Obispo	93403
San Mateo County CCD	Cañada College	4200 Farm Hill Boulevard	Redwood City	94061
San Mateo County CCD	College of San Mateo	1700 West Hillsdale Blvd.	San Mateo	94402
San Mateo County CCD	Skyline College	3300 College Dr.	San Bruno	94066
Santa Barbara CCD	Santa Barbara City College	721 Cliff Dr.	Santa Barbara	93109
Santa Clarita CCD	College of the Canyons	26455 Rockwell Canyon Rd.	Santa Clarita	91355
Santa Monica CCD	Santa Monica College	1900 Pico Blvd	Santa Monica	90405
Sequoias CCD	College of the Sequoias	915 S. Mooney Blvd.	Visalia	93277
Shasta-Tehama-Trinity Joint CCD	Shasta College	P.O. Box 496006	Redding	96049

Sierra CCD	Sierra College	5000 Rocklin Rd.	Rocklin	95677
Siskiyou Joint CCD	College of the Siskiyous	800 College Ave.	Weed	96094
Solano CCD	Solano Community College	4000 Suisun Valley Rd.	Fairfield	94534
Sonoma County JCD	Santa Rosa Junior College	1501 Mendocino Ave.	Santa Rosa	95401
South Orange County CCD	Irvine Valley College	5500 Irvine Center Dr.	Irvine	92720
South Orange County CCD	Saddleback College	28000 Marguerite Parkway	Mission Viejo	92692
Southwestern CCD	Southwestern College	900 Otay Lakes Rd.	Chula Vista	91910
State Center CCD	Clovis College	10309 N. Willow Avenue	Fresno	93730
State Center CCD	Fresno City College	1101 E University Ave.	Fresno	93741
State Center CCD	Reedley College	30277 Avenue 12	Madera	93938
Ventura County CCD	Moorpark College	7075 Campus Rd	Moorpark	93201
Ventura County CCD	Oxnard College	4000 S Rosa Ave.	Oxnard	93033
Ventura County CCD	Ventura College	4667 Telegraph Rd.	Ventura	93003
Victor Valley CCD	Victor Valley College	18422 Bear Valley Rd.	Victorville	92392
West Hills CCD	West Hills College Coalinga	300 Cherry Lane	Coalinga	93210
West Hills CCD	West Hills College Lemoore	555 College Ave.	Lemoore	93245
West Kern CCD	Taft College	29 Emmons Park Dr.	Taft	93268
West Valley-Mission CCD	Mission College	3000 Mission College Blvd	Santa Clara	95054
West Valley-Mission CCD	West Valley College	14000 Fruitvale Ave.	Saratoga	95070
Yosemite CCD	Columbia College	11600 Columbia College Dr.	Sonora	95370
Yosemite CCD	Modesto Junior College	435 College Ave.	Modesto	95350
Yuba CCD	Woodland Community College	2300 E. Gibson Rd.	Woodland	95776

List of California State Universities

Institution	Address	City	Zip
California State University, Bakersfield	9001 Stockdale Highway	Bakersfield	93311
California State University, Channel Islands	1 University Drive	Camarillo	93012
California State University, Chico	400 West First Street	Chico	95929
California State University, Dominguez Hills	1000 E. Victoria Street	Carson	90747
California State University, East Bay	25800 Carlos Bee Boulevard	Hayward	94543
California State University, Fresno	5421 N. Maple Avenue	Fresno	93740
California State University, Fullerton	800 N. State College Boulevard	Fullerton	92831
Humboldt State University	1 Harpst Street	Arcata	95521
California State University, Long Beach	1250 Bellflower Boulevard	Long Beach	90840
California State University, Los Angeles	5151 State University Drive	Los Angeles	90032
California State University Maritime Academy	200 Maritime Academy Drive	Vallejo	94590
California State University, Monterey Bay	5108 Fourth Avenue	Marina	93933
California State University, Northridge	18111 Nordhoff Street	Northridge	91330
California State Polytechnic University, Pomona	3801 West Temple Avenue	Pomona	91768
California State University, Sacramento	6000 J Street	Sacramento	95819
California State University, San Bernardino	5500 University Parkway	San Bernardino	92407
San Diego State University	5500 Campanile Drive	San Diego	92182
San Francisco State University	1600 Holloway Avenue	San Francisco	94132
San Jose State University	One Washington Square	San Jose	95192

California State Polytechnic University, San Luis Obispo	1 Grand Avenue	San Luis Obispo	93407
California State University, San Marcos	333 South Twin Oaks Valley Road	San Marcos	92096
Sonoma State University	1801 East Cotati Avenue	Rohnert Park	94928
California State University, Stanislaus	One University Circle	Turlock	95382

List of AICCU Member Institutions

Institution	Address	City	Zip
American Jewish University	15600 Mulholland Drive	Los Angeles	90077
Antioch University	400 Corporate Pointe	Culver City	90230
ArtCenter	1700 Lida Street	Pasadena	91103
Biola University	13800 Biola Avenue	La Miranda	90639
Brandman University	16355 Laguna Canyon Road	Irvine	92618
California Baptist University	8432 Magnolia Avenue	Riverside	92504
California College of the Arts	1111 Eighth Street	San Francisco	94107
California Institute of Integral Studies	1453 Mission Street	San Francisco	94107
California Institute of Technology	1200 E. California Boulevard	Pasadena	91125
California Institute of the Arts	24700 McBean Parkway	Valencia	91355
California Lutheran University	60 W. Olsen Road	Thousand Oaks	91360
Chapman University	One University Drive	Orange	92866
Charles R. Drew University	1731 East 120th Street	Los Angeles	90059
Chicago School of Professional Psychology	617 W. 7th Street	Los Angeles	90017
Claremont Graduate University	150 E. 10th Street	Claremont	91711
Claremont McKenna College	888 Columbia Avenue	Claremont	91711
Columbia College Hollywood	18618 Oxnard Street	Tarzana	91356
Concordia University Irvine	1530 Concordia West	Irvine	92612
Dominican University of California	50 Acacia Avenue	San Raphael	94901
Fielding Graduate University	2020 De la Vina Street	Santa Barbara	93105
Fresno Pacific University	1717 S. Chestnut Ave. East Hall	Fresno	93702
Golden Gate University	536 Mission Street	San Francisco	94105
Harvey Mudd College	301 Platt Boulevard	Claremont	91711
Holy Names University	3500 Mountain Boulevard	Oakland	94619

Humphreys University	6650 Inglewood Avenue	Stockton	95207
International Technological University	2711 North First Street	San Jose	95134
John F. Kennedy University	100 Ellinwood Way	Pleasant Hill	94523
Keck Graduate Institute	535 Watson Drive	Claremont	91711
La Sierra University	4500 Riverwalk Parkway	Riverside	92505
Laguna College of Art + Design	2222 Laguna Canyon Road	Laguna Beach	92651
Life Pacific College	1100 West Covina Boulevard	San Dimas	91733
Loma Linda University	11139 Anderson Street	Loma Linda	92350
Los Angeles Pacific University	300 N. Lone Hill Ave., # 200	San Dimas	91733
Loyola Marymount University	1 LMU Drive	Los Angeles	90045
Marymount California University	30800 Palos Verdes Dr. East	Rancho Palos Verdes	90275
Menlo College	1000 El Camino Real	Atherton	94027
Mills College	5000 MacArthur Boulevard	Oakland	94613
Mount Saint Mary's University	12001 Chalon Road	Los Angeles	90049
National University	11255 North Torrey Pines Road	La Jolla	92037
National University, Sacramento	9320 Tech Center Drive	Sacramento	95826
Notre Dame de Namur University	1500 Ralston Avenue	Belmont	94002
Occidental College	1600 Campus Road	Los Angeles	90041
Otis College of Art and Design	9045 Lincoln Boulevard	Los Angeles	90045
Pacific Oaks College	55 West Eureka Street	Pasadena	91103
Pacific Union College	One Angwin Avenue	Angwin	94508
Palo Alto University	1791 Arastradero Road	Palo Alto	94304
Pepperdine University	24255 Pacific Coast Highway	Malibu	90263
Pitzer College	1050 N. Mills Avenue	Claremont	91711
Point Loma Nazarene University	3900 Lomaland Drive	San Diego	92106
Pomona College	333 N. College Way	Claremont	91711

Providence Christian College	1539 E. Howard Street	Pasadena	91104
Saint Mary's College of California	1928 Saint Mary's Road	Moraga	94556
Samuel Merritt University	3100 Telegraph Ave.	Oakland	94609
San Diego Christian College	200 Riverview Parkway	Santee	92071
San Francisco Art Institute	800 Chestnut Street	San Francisco	94133
San Francisco Conservatory of Music	50 Oak Street	San Francisco	94102
Santa Clara University	500 El Camino Real	Santa Clara	95050
Saybrook University	475 14th Street, 9th Floor	Oakland	94612
Scripps College	1030 N. Columbia	Claremont	91711
Simpson University	2211 College View Drive	Redding	96003
Soka University of America	1 University Drive	Aliso Viejo	92656
Southern CA Institute of Architecture	960 E. 3rd Street	Los Angeles	90013
Southern CA University of Health Sciences	16200 Amber Valley Drive	Whittier	90604
Stanford University	450 Serra Mall	Stanford	94305
TCS Education System	475 14th Street, 9th Floor	Oakland	94612
The Claremont Colleges Services	101 South Mills Avenue	Claremont	91711
The Master's University	21726 Placerita Canyon Road	Santa Clarita	91321
Thomas Aquinas College	10,000 Ojai Road	Santa Paula	93060
Touro College and University System	43 West 23rd Street	New York	10010
Touro University California	1310 Club Drive	Vallejo	94592
Touro University Worldwide	10609 Calle Lee, Ste. 179	Los Alamitos	90720
University of La Verne	1950 3rd Street	La Verne	91750
University of La Verne College of Law	320 East D Street	Ontario	91764
University of Redlands	1200 East Colton Avenue	Redlands	92374
University of Saint Katherine	1637 Capalina Road	San Marcos	92069
University of San Diego	5998 Alcalá Park	San Diego	92110

University of San Francisco	2130 Fulton Street	San Francisco	94117
University of Southern California	University Park	Los Angeles	90089
University of the Pacific	3601 Pacific Avenue	Stockton	95211
University of the West	1409 Walnut Grove Avenue	Rosemead	91770
Vanguard University of Southern CA	55 Fair Drive	Costa Mesa	92626
Western University of Health Sciences	309 East Second Street, College Plaza	Pomona	91766
Westmont College	955 La Paz Road	Santa Barbara	93108
Whittier College	13406 East Philadelphia	Whittier	90608
Whittier Law School	3333 Harbor Boulevard	Costa Mesa	92626
William Jessup University	2121 University Avenue	Rocklin	95765
Woodbury University	7500 N Glenoaks Blvd	Burbank	91504
Zaytuna College	1712 Euclid Avenue	Berkeley	94709

EXHIBIT J
(Master Services Agreement)

CONTRACT AMENDMENTS/MODIFICATIONS

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

TO: **Members of the Governing Board**

SUBJECT: **BOARD STUDY SESSION: RESEARCH UPDATE ON
 LATINO STUDENTS AND COLLEGE CHOICES**

REQUESTED ACTION:

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

SUMMARY:

Dr. Marcela Cuellar will share an update on the research of Latino students and college enrollment, and preliminary review of college trends in the county.

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**

 Dr. Regina Stanback-Stroud

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

 March 2, 2022

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

 February 22, 2022

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**