

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2017-2018

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Angelique French	Accounting Specialist II (Range 14/Step 1)	04/05/18

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Robert Payawal	From MESA-TRIO Program Director (Range 34/Step 2) to TRIO Program Director (Range 34/Step 2)	04/05/18

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Susan Cavazos	Box Office/House Manager	General Fund	04/05/18 – 06/30/18	\$12.50 hr.
Scott Parrish	Athletics Camp Coordinator	Athletics/Swimming	04/02/18 – 04/05/18	\$50.00 hr.

Mary Jones
 Human Resources

March 23, 2018

Date Submitted

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

March 23, 2018

Date Approved

AGENDA ITEM 10.(c)
MEETING DATE April 4, 2018

**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

Human Resources
Sal Abbate, Manager

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Al Rowlett	CSEA Staff Development	April 3, 2018	Not to exceed \$1,000.00

<u>Robert V. Diamond</u> Vice President, Finance & Administration	<u>Celia Esposito-Noy, Ed.D.</u> Superintendent-President
<u>March 28, 2018</u> Date Submitted	<u>April 4, 2018</u> Date Approved

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

TO: **Members of the Governing Board**

SUBJECT: **RESOLUTION NO. 17/18-26 TO ESTABLISH A SEPARATE BANK ACCOUNT FOR THE CAL GRANT FUNDS**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Resolution No. 17/18 – 26, a resolution to establish a separate bank account for the Cal Grant funds. The District is establishing a separate interest-bearing account for Cal Grant funds as part of Cal Grant Institutional Participation Agreement (IPA).

The California Student Aid Commission (CSAC) requires institutions to provide proof of an interest-bearing account during IPA renewals for 2017-2021. An independent audit review reported that Cal Grant funds advanced to institutions are considered State funds and must have the ability to earn interest while held in the institution’s bank account prior to disbursement. Any interest revenue earned is recognized as property of the State and must be returned to CSAC. The District will comply by establishing the account and reporting interest to the CSAC.

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</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert V. Diamond
Vice President, Finance & Administration

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Robert V. Diamond
Finance & Administration

VICE PRESIDENT APPROVAL

March 23, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 23, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO ESTABLISH A SEPARATE BANK
ACCOUNT FOR THE CAL GRANT FUNDS**

RESOLUTION NO. 17/18-26

WHEREAS, The Solano Community College District is a participating institution receiving Cal Grant Funds from the California Student Aid Commission (CSAC) for disbursement to qualified students to receive financial aid;

WHEREAS, CSAC requires institutions to provide proof of an interest-bearing account as part of the Cal Grant Institutional Participation Agreement (IPA) renewal for 2017-2021.

WHEREAS, Cal Grant funds advanced to institutions are considered State funds and must have the ability to earn interest while held in the institution's bank account prior to disbursement;

WHEREAS, It is mandated that any interest revenue earned is recognized as property of the State and must be returned to CSAC; now therefore be it

RESOLVED, That the District shall establish a separate bank account for the Cal Grant funds in order to properly handle and manage the Cal Grant Funds;

PASSED AND ADOPTED, This 4th day of April, 2018 by the Governing Board of the Solano Community College District.

SARAH E. CHAPMAN, Ph.D, BOARD PRESIDENT

CELIA ESPOSITO-NOY, Ed.D., SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT CHANGE ORDER #5 TO DPR
CONSTRUCTION FOR THE FAIRFIELD SCIENCE
BUILDING PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for Change Order #5 to the Contract with DPR Construction for the Fairfield Science Building Project. On November 16, 2016 the Board approved a contract with DPR Construction for the Fairfield Science Building Project. On January 17, 2018 the Board approved Change Order #2 in the credit amount of <\$288,620> to remove the audio visual equipment from the DPR scope of work and assign it to the District IT Department. On December 6, 2017 the Board approved Change Order #3 in the amount of \$659,675 to replace the campus gas distribution lines.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: Estimated Fiscal Impact: \$50,744 Measure Q 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

Robert V. Diamond
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

March 23, 2018

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

Celia Esposito-Noy Ed.D.
Superintendent-President

March 23, 2018

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #5 TO DPR
CONSTRUCTION FOR THE FAIRFIELD SCIENCE
BUILDING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

On March 21, the Board approved CP#4 for relocation of existing underground hydronic lines.

During construction it was discovered that existing pneumatic lines (which power the HVAC controls in some campus buildings) were located under the middle of the new building floor and would have to be relocated or abandoned. The pneumatic system is at the end of its useful life and at this time staff recommends abandoning the system and converting the HVAC controls in affected buildings to digital controls. This work is District requested additional scope of work to the base contract.

In addition, construction has been delayed due to a combination of factors, which could result in an unreasonable move-in duration for the users. Staff is recommending a no cost time extension of the contract completion date with a plan to move in summer of 2019.

Following is a summary of the Contract:

\$29,200,000 Original Contract Amount
\$ 684,395 Previously Approved Net Change Orders (1-4)
\$ 50,744 Proposed Change Order #5
\$29,935,139 New Contract Amount, including this Change Order #5

The Board is asked to approve this Change Order #5 to DPR Construction in the amount of \$50,744, resulting in a new contract amount of \$29,935,139.

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



Change Order

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

Kitchell CEM

Change Order # 5
 Project No.: 16-004
 Date: 04/04/18

DSA File No.: 48-C1
 DSA App. No.: 02-115585

Project: Solano Community College District
 Fairfield Science Building

To: DPR Construction
 1450 Veterans Blvd
 Redwood City, CA 94063

The Contract is Changed as Follows:

CPE No.

n/a	Convert HVAC Controls from pneumatic to digital in buildings 100, 500, 700, 800, 1400, 1500 and 1600 on the Fairfield Campus, including commissioning of building HVAC systems following conversion.	\$50,744.00
n/a	Extend completion date pr terms agreed to by both parties on March 20, 2018. See attached document.	\$0.00

TOTAL COST OF CHANGE ORDER	ADD	\$50,744.00
	Deduct	
FINAL CHANGE ORDER AMOUNT	\$	50,744.00

Original Contract Sum:	\$ 29,200,000.00
Total change By Previous Change Orders:	\$ 684,395.00
Contract Sum Prior to This Change Order:	\$ 29,884,395.00
Original Contract Sum will be Increased by This Change Order:	\$ 50,744.00
The New Contract Sum Including This Change Order Will Be:	\$ 29,935,139.00
The New Contract Completion Date Will Be:	10-Apr-19
Contract Time Will be Changed by This Change Order:	84 Days
The date of substantial completion as of the of this change order is	8-Jan-19

Note that final completion date is January 16, 2019.

(Affix stamp here)

CONTRACTOR: _____ Date: _____
 DPR Construction

(Affix stamp here)

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

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #5 TO VACA VALLEY
EXCAVATING & TRUCKING, INC. FOR THE
VACAVILLE CENTER INTERSECTION IMPROVEMENTS
PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Change Order #5 to the contract with Vaca Valley Excavating & Trucking, Inc. for the Vacaville Center Intersection Improvements Project. On April 9, 2017 the Board approved a contract to Vaca Valley Excavating & Trucking, Inc. for the Vacaville Center Intersection Improvements 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: Enhance safety for students, faculty, and staff

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

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

March 23, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 23, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #5 TO VACA VALLEY
EXCAVATING & TRUCKING, INC. FOR THE
VACAVILLE CENTER INTERSECTION IMPROVEMENTS
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Construction for this project is in progress. On October 4, 2017 the Board approved Change Order #1 for additional work related to PGE facilities. On December 20, 2017 the Board approved Change Order #2 for a time extension due to weather conditions impacting ability to slurry coat. On February 7, 2018, the Board approved a no cost time extension Change Order #3. On March 7, the Board approved Change Order #4 for unforeseen conditions and an agency requirement.

This Change Order #5 is a no cost time extension due to delay in City submittal approval for traffic loop detection wire.

Summary of Contract:

\$ 878,500.00 Original Contract Sum
\$ 36,003.98 Previous Approved Change Orders (4)
\$ 0.00 This Proposed Change Order #5
\$ 914,503.98 New Contract Sum Including This Change Order

The Board is asked to approve a no cost Change Order #5 to Vaca Valley Excavating & Trucking, Inc. to extend the project completion date to be May 2, 2018.

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



Change Order

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

Swinerton Management & Consulting

Change Order # 5
 Project No.: 17-007
 Date: 4-Apr-18

DSA File No.: N/A
 DSA App. No.: N/A

Project: Solano Community College District
 Vacaville Center Intersection Improvements Project

Omni-Means, Ltd.
 943 Reserve Drive, Suite 100
 Roseville, CA 95678

To: Vaca Valley Excavating & Trucking, Inc.
 2201 East Monte Vista Avenue
 Vacaville, CA 95688

The Contract is Changed as Follows:

COR No.

--- Extend contract completion date to be May 2, 2018, due to delays in City approval of submittal for traffic detection loop wire.

\$0.00

\$0.00

TOTAL COST OF CHANGE ORDER

ADD \$0.00
Deduct \$0

FINAL CHANGE ORDER AMOUNT

\$0.00

Original Contract Sum:	\$ 878,500.00
Total change By Previous Change Orders:	\$ 36,003.98
Contract Sum Prior to This Change Order:	\$ 914,503.98
Original Contract Sum will be Increased by This Change Order:	\$0.00
The New Contract Sum Including This Change Order Will Be:	\$ 914,503.98
The Original Contract Completion Date:	12-Dec-18
Contract Time Will be Changed by This Change Order:	28
The New Contract Completion Date Will Be:	2-May-18

ARCHITECT:

Omni-Means Ltd.
943 Reserve Drive, Suite 100
Roseville, CA 95678

Date: _____

(Affix stamp here)

CONTRACTOR:

Vaca Valley Excavating & Trucking, Inc.
2201 East Monte Vista Avenue
Vacaville, CA 95688

Date: _____

(Affix stamp here)

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: RATIFICATION OF AMENDMENT #3 TO ADVENT
ENGINEERING SERVICES, INC. FOR PROFESSIONAL
SERVICES FOR THE BIOTECHNOLOGY AND SCIENCE
BUILDING PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

On September 6, 2017 the Board ratified award of a professional services contract to Advent Engineering Services, Inc., to provide onsite acceptance testing and commissioning strategy for final installation of the three large bioreactors for the Vacaville Biotechnology and Science Building Project. On October 4, 2017 the Board approved Amendment #1 for additional services to facilitate successful final installation and commissioning. On December 20, 2017 the Board ratified Amendment #2 for additional services to complete installation.

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 new instructional space and equipment

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$22,240 Measure Q 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

Robert V. Diamond
Vice President, Finance & Administration
VICE PRESIDENT APPROVAL

March 23, 2018
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

March 23, 2018
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: RATIFICATION OF CONTRACT AMENDMENT #3 TO
ADVENT ENGINEERING SERVICES, INC. FOR
PROFESSIONAL SERVICES FOR THE
BIOTECHNOLOGY AND SCIENCE BUILDING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Board approval is requested to ratify award of Amendment #3 to develop as-built drawings and Operating Procedures for the large bioreactors' mechanical utility support systems: plant steam system, clean steam system, and chilled water system. Authorization to proceed with these tasks was needed in a timely manner in order that they be in place for the spring semester. Amendment #3 allows up to 155 additional hours of services. However, consultant will bill only actual hours required to perform the services.

Summary of Contract Amount:

\$ 14,400.00 Original Contract Amount
\$ 53,120.00 Previously Approved Amendments (2)
\$ 22,240.00 Proposed Amendment #3
\$ 89,760.00 New Contract Amount, Including Amendment #3

The Board is asked to ratify this contract Amendment #3 to Advent Engineering Services, Inc. in an amount not to exceed \$22,240.

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

AMENDMENT # 3 TO AGREEMENT

PARTIES

This Third Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **Advent Engineering Services, Inc.** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated August 16, 2017 for services related to the **Vacaville Biotechnology and Science Building Project.**

WHEREAS, District and Consultant previously amended the Agreement on October 4, 2017, and December 20, 2017; and

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services being performed for the Vacaville Biotechnology and Science Building 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. Section 4 of the Agreement is amended to read in its entirety:
Compensation: District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Eighty-Nine Thousand Seven Hundred and Sixty Dollars** (\$89,760) consisting of the original contract amount of \$14,400, plus Amendment #1 in the amount not to exceed \$21,120, plus Amendment #2 in the amount of \$32,000, plus Amendment #3 in the amount not to exceed \$22,240.
2. The language in Exhibit A is further modified to add:
Scope of work added to the original agreement will include:
 - As Built System Piping and Instrumentation drawings for the 3 systems (up to 50 hours)
 - Procedures for Operation and Maintenance of the Plant Steam System (up to 40 hours)
 - Procedures for Operation and Maintenance of the Clean Steam System (up to 30 hours)
 - Procedures for Operation and Maintenance of the Chilled Water System (up to 20 hours)
 - Project Management and Contingency (up to 15 hours)
3. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendments 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 amendments

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

Dated: _____, 2018

**SOLANO COMMUNITY COLLEGE
DISTRICT**

By: _____

Print Name: Lucky Lofton

Print Title: Executive Bonds Manager

Dated: _____, 2018

Advent Engineering Services Inc.

By: _____

Print Name: _____

Print Title: _____

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

TO: Members of the Governing Board

**SUBJECT: CLINICAL & NON-CLINICAL TRAINING AFFILIATION
AGREEMENT BETWEEN SOLANO COMMUNITY COLLEGE
AND ST. JOSEPH & REDWOOD MEMORIAL REGIONAL
CONTRACTING FOR NORTHERN CALIFORNIA**

REQUESTED ACTION:

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

SUMMARY: A clinical & non-clinical training affiliation agreement between Solano Community College District and by and among Santa Rosa Memorial Hospital, SRM Alliance Hospital Services d.b.a. Petaluma Valley Hospital, Redwood Memorial Hospital, St. Joseph Hospital of Eureka, Queen of the Valley Medical Center, is being presented for review and approval by the Governing Board. The approval of this agreement benefits the nursing program at Solano Community College by providing students with a general acute care health care facility in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires “A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities.” These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of St. Joseph & Redwood Memorial Regional Contracting for Northern California, 2700 Dolbeer Street, Eureka, California, 95501.

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: CCR 1427</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$NONE</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

PRESENTER’S NAME
Robert J. Gabriel, Ph.D., Dean, School of Health Sciences
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS
707-864-7108

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

March 23, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

March 23, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**CLINICAL & NON-CLINICAL TRAINING
AFFILIATION AGREEMENT**

(Without School Instructor on Hospital Premises)

This Clinical and Non-Clinical Training Affiliation Agreement (“Agreement”) is made and entered into as of April 5, 2018 (the “Effective Date”) by and among Santa Rosa Memorial Hospital, SRM Alliance Hospital Services d.b.a. Petaluma Valley Hospital, Redwood Memorial Hospital, St. Joseph Hospital of Eureka, Queen of the Valley Medical Center (affiliated entities collectively referred to as “Hospital”), and Solano Community College (“School”). The parties named herein may be referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

A. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of the Hospital’s accreditation agency and licensed by the California Department of Public Health.

B. St. Joseph Health is a values-based Catholic healthcare provider committed to excellence, based on the vision of the Sisters of St. Joseph of Orange and their commitment to extend and continually improving the health and quality of lives of the people in their communities they serve, and support a wide variety of initiatives giving back to their respective communities. St. Joseph Health’s Northern California Region (“SJH NorCal Region”) which may include the following affiliate entities: Santa Rosa Memorial Hospital (“SRM”); SRM Alliance Hospital Services d.b.a. Petaluma Valley Hospital (“PVH”); Queen of the Valley Medical Center (“QVM”); Redwood Memorial Hospital (“RMH”); and St. Joseph Hospital of Eureka (“SJE”) (individually referred to as “Affiliate”, “Ministry”, “Hospital” or “Affiliate Hospital” or collectively as “Affiliates”, “Ministries”, “Hospitals” or “Affiliate Hospitals”) which SJH may change at its sole discretion.

C. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical and non-clinical training for students in such classes.

D. Hospital operates clinical facilities within Hospital which are suitable for School's clinical and non-clinical training programs, excluding medical student training, (“the Program(s)”) in the area of Healthcare Services including but not limited to its clinical, non-clinical, ancillary, and support services typically provided by a healthcare provider, excluding medical student training. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

E. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the Parties will institute the Program(s) at Hospital.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. RESPONSIBILITIES OF SCHOOL

1.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education Program eligible, if necessary, for accreditation and approval by any state board or agency.

1.2 Number of Students. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical and/or non-clinical training, as appropriate, at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).

1.3 Orientation. School shall provide orientation to all students and ensure that all students receive clinical and/or non-clinical instruction, as appropriate, and have necessary basic skills prior to the clinical and/or non-clinical experience at Hospital.

1.4 Discipline. School shall be responsible for counseling, controlling, disciplining and all activities of students at Hospital.

1.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

1.6 Background Check. School shall conduct a background check on each student. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; Office of Inspector General ("OIG") sanction trace; and Excluded Parties List System maintained by the General Services Administration ("GSA") sanction trace to insure that individuals assigned to Hospital are not identified as being debarred, excluded, or under sanction by a federal or state governmental agency.

1.7 Health Clearance. School shall ensure that each Student complies with Hospital's requirements for immunizations, tests, and required education including but not limited to: (a) an initial health examination and clearance including the ability to perform all tasks and physical demands required as part of participating in the Program(s) pursuant to this Agreement, either with or without reasonable accommodations; (b) proof of Tuberculosis ("TB") skin test ("Mantoux Test") within previous twelve (12) months, repeated annually, if known skin test positive, baseline Chest X-Ray ("CXR"), annual symptom screen and repeat CXR if annual symptom review is positive; (c) proof of immunization or immune titers to Measles ("Rubeola"), Mumps, German Measles ("Rubella") and Chickenpox ("Varicella"); (d) proof of Tetanus, Diphtheria, and Acellular Pertussis ("Tdap") immunization and Tdap booster immunization; (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f). A surgical mask shall be required to be worn under the following circumstances by any and all individuals providing a declination statement for the Influenza vaccination: in a patient room providing patient care or other services and/or anywhere within six (6) feet of a patient for greater than thirty (30) seconds. If appropriate School shall provide (g) proof of Aerosol Transmissible Disease (ATD) training on placement and at least annually including elements required by the California Occupational Safety and Health Administration ("Cal/OSHA") ATD Standard; (h) proof of Bloodborne Pathogen training prior to a Student's first clinical day and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard; and if required, (i) medical evaluation, clearance, training, and fit testing for Personal Protective Equipment ("PPE") including N95 rated respirators and/or Powered Air Purifying Respirators ("PAPR") including elements required by the Cal/OSHA Respiratory Protection Standard. All medical screens are subject to the review and approval of the

Hospital Employee Health Nurse.

1.8 Hospital Policies and Procedures. School shall ensure at its own expense that each student is aware of and understands all applicable Hospital policies and procedures and shall require each student to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

1.9 Supplies and Equipment. School shall at its own expense provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Hospital and School, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program(s). Upon expiration or termination of this Agreement and upon Hospital's request, School and its students shall immediately vacate the premises on the effective date of the termination or expiration removing all School property. Hospital may remove and store, at School's expense, any property not so removed.

1.10 Confidentiality. School shall instruct students regarding confidentiality of patient information. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program(s). School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s). If School and/or its student is determined to be a business associate under Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") or receives Protected Health Information ("PHI") from Hospital, School and/or student shall fully comply and ensure Hospital compliance relative to the provisions of the Agreement provided hereunder with all applicable regulations relating to HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder (including without limit the HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule) by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA Regulations") and other applicable state and federal laws and regulations as it may be amended and interpreted from time to time, in accordance with Hospital's written notification and guidance given to School and/or its student regarding the interpretation of such applicable regulations. Notwithstanding the foregoing, if any amendments, changes or modifications to any regulations relating to HIPAA Regulations result in any changes, such changes shall be implemented and incorporated into this Agreement by way of amendment, as provided for herein. Failure to abide by these HIPAA Regulations shall be cause for termination of this agreement. All information related to Hospital business and non-public information that is disclosed or becomes known as a consequence of or through its activities under this Agreement including, but not limited to, matters of a business nature, and prospective names and information, bill rates, compensation requests for placement, costs, profits, margins, markets, sales, business processes, products, processes, purchases, plans, information systems, and any other information of a similar nature and including the contents of this Agreement shall be treated as confidential by School and each of its students, agents and contractors and shall not be disclosed to any third party without the prior written consent of Hospital unless otherwise required by law. This provision shall survive the expiration or termination of this Agreement.

1.11 Insurance. School shall maintain in full force and effect and ensure that all students maintain, at their own expense, the following insurance policies in accordance with the minimum

amounts as may be required and adjusted from time to time by applicable federal and state laws and regulations, but at no time shall the terms or coverage be less than in the following amounts: (a) professional liability insurance coverage for student (either independently, as an additional insured on School's policy, or through other School sponsored insurance program(s) that provide professional liability insurance coverage) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement; (b) School agrees to maintain professional and comprehensive or commercial general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement; (c) School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement; (d) in addition, students agree to maintain in full force and effect personal health insurance for the entire term of this Agreement; and (e) if excess or umbrella liability insurance, over the primary policy, is used to meet limit requirements in Sections 1.11 subsections (a-c) such excess or umbrella liability insurance coverage shall follow primary policy and provide additional coverage at least as broad as specified in the underlying primary policy. The excess or umbrella liability insurance policy shall contain a clause stating that it takes effect and thereby drops down in the event the primary policy limits are impaired or exhausted. In the event any coverage required in Section 1.11 are through a "claims made" policy and is either canceled, non-renewed, or should School and/or student replace and bind coverage with a different carrier for any reason, School and/or student shall, take the necessary actions required in order to provide continuous coverage by either obtaining "tail" insurance from the preceding carriers or "nose" insurance from the subsequent carriers. In order to satisfy the requirements of this Section, the "tail" insurance must be of either an unlimited type or of the type which would extend the discovery period beyond the last effective day of the Agreement between the Parties for a period of three (3) years. In order to satisfy the requirements of this section for "nose" insurance, the retroactive effective date for such insurance must at least coincide with the term of the Agreement starting with the effective date of the original Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School shall provide certificates evidencing all coverage referred to in this section within ten (10) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s). School shall have the ability to self-insure so long as the coverage and limits described herein are met. It should be expressly understood, however, that the coverage of self-insurance required hereunder shall not in any way limit the liability of School. Certificates evidencing such coverage of self-insurance shall include: (i) Certificate of Consent to Self-Insure and (ii) Certificate of Authority. It should be expressly understood that nothing in Section 1.11 or any of its subsections herein shall be construed to limit the legal rights of the Hospital, limit the School's and/or students' liability, or be constituted as a waiver of any of the benefits of a statute of limitations or equitable defense by Hospital. Any lapse of insurance shall be considered a default under the terms of this Agreement. The provisions of this section and its subsections shall survive termination of this Agreement.

1.12 Indemnification. Except as otherwise may be provided in this Agreement and extent permitted by law, School shall indemnify, hold harmless and defend the Hospital, its parents and subsidiaries and their respective officers, directors, trustees, employees and agents from and against any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by School, its agents, employees, servants, students, subcontractors, or representatives acting under their control or direction, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of School, its agents, employees, servants, students, subcontractors, or representatives acting under their control or direction, in connection with this Agreement. Nothing in this section

shall be construed to limit Hospital's legal rights or limit School's or Program participant's liability. This provision shall survive the termination of this agreement.

1.13 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

2. RESPONSIBILITIES OF HOSPITAL

2.1 Access. Hospital shall permit nonexclusive access to the Program(s) to those students designated by School as eligible for participation in the Program(s) at Hospital provided such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide qualified students with access to clinical areas and patient care and/or non-clinical areas and non-patient care opportunities, as appropriate, to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

2.2 Implementation of Program(s). Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.

2.3 Instruction. Hospital shall instruct students in their clinical and/or non-clinical training, as appropriate, at Hospital with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical and/or non-clinical training, as appropriate.

2.4 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Public Health and the Hospital's accreditation agency.

2.5 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School shall ensure its students conduct their respective activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Hospital's accreditation agency, professional standards, Hospital philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The Parties understand and agree that this provision is intended to fulfill requirements of the Hospital's accreditation agency and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the Parties herein.

2.6 Space and Storage. At Hospital's discretion, it will provide students with classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability. The Parties acknowledge and agree Hospital may reclaim classroom and/or storage space and/or relocate School Program(s), at Hospital's sole discretion. Upon expiration or termination of this Agreement, School shall immediately vacate the premises on the effective date of the termination or expiration removing all of School's and/or its student's property. Hospital may remove and store, at School's expense, any property not so removed.

2.7 Removal of Students. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall

have the right to request that School withdraw the student from the Program(s). School shall comply with Hospital's request within five (5) days of receipt of notice from Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, Hospital may immediately exclude any student from Hospital until final resolution of the matter with School.

2.8 Documentation. Hospital agrees to make available to qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

2.9 First Aid. Hospital shall be available to provide necessary emergency health care or first aid, within its capacity, to students participating in the Program(s). Any emergency health care or first aid provided by Hospital shall be billed to the student or School at Hospital's normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student.

2.10 Statement of Adequate Staffing. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

2.11 Authority. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

3. RELATIONSHIP OF THE PARTIES

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for four (4) years unless terminated sooner as provided herein. Notwithstanding the foregoing however, only between School and SRM Alliance Hospital Services d.b.a. Petaluma Valley Hospital, the term of this Agreement shall continue until the end of the term, or the date that SRM Alliance Hospital Services discontinues its control and operation of the facility known and doing business as Petaluma Valley Hospital, whichever occurs first.

3.2 Termination. Hospital may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to School. To the extent reasonably possible and at its sole discretion, Hospital will attempt to limit its termination of this Agreement so as to allow the completion of student training for the then current academic semester/quarter by any student who, at the date of mailing of said notice of termination by Hospital, was satisfactorily participating in the Program(s). In addition, Hospital may terminate this Agreement immediately for cause in the event that School (a) files for bankruptcy, is adjudicated bankrupt or has a receiver appointed for substantially all of its assets; (b) becomes insolvent or suspends business; (c) fails to cure a material breach of this Agreement within ten (10) days after written notice by Hospital specifying the nature of such material breach providing School the opportunity to cure the material breach during such period, provided however that such right to cure shall not be applicable to a series of the same, or similar, or related breaches. A material breach of this Agreement shall include, without limitation, violation of any federal, state or local laws, regulations, rule, statutes, or ordinances related to any requirements necessary for Hospital to participate in the Program(s); or if Hospital (d) no longer is able to carry out its duties pursuant to this Agreement; or (e) receives a written opinion from Hospital's legal counsel that this Agreement may adversely affect the ability of Hospital and/or any of its affiliates to obtain or maintain tax-exempt financing.

3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing

as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School or Hospital and Program participant an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the Parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee, joint venture, or partnership is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for any salary, vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability, life insurance, pension and annuity benefits, educational allowances, professional membership dues, or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages, benefits, and taxes on income and other costs and expenses of an employer that Hospital would incur if, contrary to the Parties' intention, School, School employees, or other Program participants are determined to be employees of Hospital.

3.4 Role of Students. It is not the intention of School or Hospital that any student occupy the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

3.5 Publicity. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other Party or its facilities with respect to the Program(s) without the prior written consent of the other Party.

3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Hospital.

4. GENERAL PROVISIONS

4.1 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the Parties hereto with respect to the subject matter hereof and shall supersede all other, prior, or contemporaneous agreements, understandings, promises, or negotiations, whether written or oral, relative to the subject matter, including but not limited to: acceptance letters; acknowledgement letters; confirmation letters; invoices; timesheets; order forms; sales orders; statements; statements of work; receipts; work orders; or any other communication stating additional or conflicting terms hereof by and between the Parties. No other agreements, representations, warranties or other matters, whether written or oral, purportedly agreed to or represented by or on behalf of either Party by any of its agents, employees, contractors, or representatives acting under their control shall be deemed to bind the Parties hereto with respect to the subject matter hereof. This Agreement may be amended but only by an instrument in writing signed by a duly authorized signatory on behalf of the respective Parties to the Agreement. The Parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

4.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. Any attempt by School to transfer, assign or otherwise convey any rights or obligations in violation of this Section shall be

void. Subject to the provisions of this Section regarding assignment, the terms, covenants, and conditions contained herein. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each Party.

4.3 Compliance. School acknowledges and agrees to abide by Hospital's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students by internet as a portable document format ("PDF") file (requiring the uses of a PDF reader to view) at: <http://www.sjhmg.org/documents/CorporateResponsibility-Handbook.pdf>. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager, through the Hospital's Corporate Responsibility Hotline (866-913-0275), or Hospital's confidential program website: <https://www.integrity-helpline.com/st/st.joseph.health.system.jsp> made available by Hospital to submit a report or follow up on a report already submitted online. Further, it is represented and warranted by School that all individuals providing service hereunder shall not at any time have been sanctioned by a health care regulatory agency and, finally, that investigatory activity relevant to this School shall be promptly reported through the hotline or website (above). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in the county in California in which the specific Affiliate Hospital resides.

4.5 Non-Discrimination. Neither Party shall unlawfully discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the Parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

4.6 Notices. Any and all notices permitted or required by this Agreement shall be made in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three (3) business days after being mailed through the United States Postal Service's registered or certified mail with postage prepaid and return receipt requested; (c) transmitted electronically either by Facsimile ("Fax") or Electronic Mail ("E-mail") with an attached PDF document and proof of its delivery; or (d) one (1) business day after being sent by nationally recognized overnight courier service, properly addressed as follows or such other address as may later be designated by written notice thereof to the other Party:

If to Santa Rosa Memorial Hospital:

Santa Rosa Memorial Hospital
1165 Montgomery Drive
Santa Rosa, CA 95405
Attn: Contracting Department

If to Petaluma Valley Hospital:

SRM Alliance Hospital Services
d.b.a. Petaluma Valley Hospital
c/o Santa Rosa Memorial Hospital
1165 Montgomery Drive
Santa Rosa, CA 95405
Attn: Contracting Department

If to Queen of the Valley Medical Center: Queen of the Valley Medical Center
1000 Trancas Street
Napa, CA 94558
Attn: Contracting Department

If to Redwood Memorial Hospital: Redwood Memorial Hospital
c/o St. Joseph Hospital of Eureka
2700 Dolbeer Street
Eureka, CA 95501
Attn: Contracting Department

If to St. Joseph Hospital of Eureka: St. Joseph Hospital of Eureka
2700 Dolbeer Street
Eureka, CA 95501
Attn: Contracting Department

with a copy to: Santa Rosa Memorial Hospital
1165 Montgomery Drive
Santa Rosa, CA 95405
Attn: Regional Contracting Department

If to School: Solano Community College
4000 Suisan Valley Road
Fairfield, CA 94534
Attn: School of Health Sciences

4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable by Act of Congress, statute passed by the California Legislature, local ordinance, or any regulation duly promulgated by officers of the United States or of the State of California acting in accordance with law, or is declared null and void by any court of competent jurisdiction for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.

4.8 Waiver. Any waiver, expressed or implied, of any terms, covenants and/or conditions hereof must be in writing and signed by the Parties hereto. A failure to insist upon performance of the terms and conditions of this Agreement, failure to exercise any right or privilege herein, or the waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

4.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but such counterparts together shall constitute one and the same instrument. The Parties hereby acknowledge and agree to accept electronic reproductions of handwritten signatures transmitted by Facsimile or by E-mail, as an attached PDF (or similar) document, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same legal binding force and effect as physical execution and delivery of original document(s) bearing the original handwritten signature(s). Further the Parties intend to rely on such signature(s) transmitted electronically as being legal and binding as if an original, in whole or counterpart, had been delivered, having the same protection as provided under the Electronic Signatures in Global and National Commerce Act ("E-SIGN") (Public Law 106-229). The signatory's name and title must be: (a) presented in printed or typed form preferably immediately below or adjacent to the signature and (b) reasonably specific and legible enough so that the identity of the signatory can be readily recognized.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date, as first written above.

“HOSPITAL”

By: Raju Iyer
Its: Chief Financial Officer
Date: _____

“SCHOOL”

By: _____
Title: Superintendent-President
Date: _____

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

TO: Members of the Governing Board

**SUBJECT: MEASURE Q SMALL, LOCAL, AND DIVERSE BUSINESS
 PROGRAM PILOT PROGRAM UPDATE REPORT**

REQUESTED ACTION:

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

SUMMARY:

On April 1, 2015, the Board approved Measure Q Small, Local, and Diverse Business Program (SLDB Program), including initiation of a two year Pilot Program. This program was intended to establish equity, inclusion and outreach guidelines and promote diversity in procurement by extending contracting opportunities to certified SLDB vendors (small businesses, minority-owned businesses, women-owned businesses, and disabled veteran-owned businesses) in the communities of Solano County and the City of Winters.

The two year Pilot Program has concluded and this report summarizes the outreach efforts and

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: Renovate instructional space and equipment.

<i>Ed. Code:</i>	<i>Board Policy: 3225;3520</i>	<i>Estimated Fiscal Impact: \$0 Measure Q Funds</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
 Executive Bonds Manager

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

ADDRESS
 (707) 863-7855

TELEPHONE NUMBER
 Robert V. Diamond
 Vice President, Finance and Administration

VICE PRESIDENT APPROVAL
 March 23, 2018

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

March 23, 2018
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: MEASURE Q SMALL, LOCAL, AND DIVERSE BUSINESS
PROGRAM PILOT PROGRAM UPDATE REPORT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

participation results, and makes recommendations for the program.

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

August 31, 2016

TO: Pam Kinzie, Program Manager, Kitchell CEM
Jason Yi, Project Manager, Kitchell CEM

FROM: Laura Luster, Principal
Sheldon Jefferson, Business Outreach Specialist

RE: Close Out Report
Business Outreach Services for Solano Community College Bond Program
February 1, 2016 through July 31, 2016

L. Luster & Associates (LLA) appreciates the opportunity it has had to work with Kitchell and the Solano Community College District on the Solano Community College Measure Q Bond Program. It is a rare treat for us to be involved in conceptualizing an outreach program, have it adopted by a Board and then participate in its implementation. Thank you very much for this experience!

Following is our Close Out Report detailing LLA's involvement in the Solano Community College Measure Q Bond Program, highlighting the period February 1 through July 31, 2016. Also included are all of the materials that LLA developed over the course of its work on the project.

Please let me know if you have any questions.

Close Out Report
Business Outreach Services for Solano Community College Bond Program
February 1, 2016 through July 31, 2016

For the period February 1, 2016 through July 31, 2016, L. Luster & Associates (LLA) provided business outreach services to Kitchell and the Solano Community College District to assist in implementing the District's Small, Local Diverse Business Program (SLDB). The Small, Local Diverse Business Program seeks to extend business opportunities generated by the District's Measure Q Bond Program to local, small, minority-owned, woman-owned and/or disabled veteran-owned contractors, vendors and suppliers. A two-year SLDB pilot program was initiated in 2015, with a targeted goal of 15% utilization of SLDB firms on Bond projects. The outreach activities during the first year of pilot program have focused on: 1. Informing the Solano County construction and business communities about the bond measure project and the SLDB program, 2. Completing outreach to small, local minority/women/disabled veteran-owned contractors and suppliers that provide services required for Bond projects, 3. Expanding the pool of SLDB program eligible firms by promoting certification, and 4. Connecting Bond Measure prime contractors and Kitchell contracting staff with certified SLDB firms for potential project participation. During this first program year LLA created a variety of program collateral. These are attached to the report.

I. TASKS

During the report period, between February 1 and July 31, 2016, LLA's business outreach work concentrated on the following three tasks.

Task 1. Certification. This task focused on expanding the pool of SLDB eligible firms by promoting the certification of Solano County firms that provide goods and services required by the SCCD Bond projects. We set a 10% goal of increasing the number of firms entering and/or completing the certification process by June 30, 2016 which translated to moving 12 firms into the certification pipeline.

Task 2. Program Outreach. This task focused on identifying certified firms for specific Bond projects and providing prime contractors and Kitchell contracting staff with contact information for these SLDB program eligible contractors and vendors. Projects included the following.

- B 1200 Theater
- Vallejo Auto Technology Building
- Fairfield Science Building
- Vacaville Biotechnology Center
- Horticulture Projects
- Several smaller projects contracted by Kitchell

Task 3. Reporting. This task focused on preparing various reports to track and communicate progress on SLDB program implementation. Each month LLA staff assembled prime and subcontractor contract award information received from the Bond measure construction managers and updated SLDB firm utilization information. This information was submitted to the Kitchell program managers.

II. DETAIL OF ACTIVITIES BY TASK

1. Certification Related Activities

- To meet the business participation requirements of the District’s SLDB program, a contractor or supplier must be a “certified” small or small local minority-owned, women-owned or disabled veteran-owned Solano County firm. The District accepts certification of such status from several sources including the California State Department of General Services and the California Department of Transportation (Caltrans).¹ Because for the most part public agencies in Solano County had not implemented a small or local and/or minority/women/disabled veteran business participation program previously, LLA found that there were not many certified businesses in the county.
- In response, we and the program management team determined it was in the program’s best interest to encourage local non-certified firms to obtain certifications to expand the pool of firms eligible to participate in the District’s program. We also recognized that obtaining certification for smaller businesses can be a confusing and burdensome process. Therefore, we established a partnership with the District’s Small Business Development Center (SBDC) to provide direct one-on-one assistance to help businesses navigate and complete the certification process.
- LLA reviewed the scopes of work for the upcoming Bond projects. Based on these work scopes, we targeted Solano County firms who provided services in demand on these projects. An online search generated 339 Solano County companies that provided services required by Bond projects and that could potentially participate on upcoming contracts as a prime contractor, subcontractor or supplier.

¹ *List of Certifications Recognized by the District*

- State of California Department of General Services (SBE, Microbusiness, DVBE)
- U.S. Department of Transportation/ California Department of Transportation DBE, MBE, WBE
- California Unified Certification Program (CUPC)—All Member Agencies – DBE
- California Public Utilities Commission (CPUC) – MBE, WBE
- Western Region National Minority Supplier Development Council (MBE)
- Women Business Enterprise National Council (WBENC)

- LLA reached out by phone to each of these 339 firms to introduce the SLDB Program, learn more about the company, inform them of upcoming Bond measure contracting opportunities, and assess their interest in the participating in the program. Also, we encouraged the interested firms to become certified to enhance their competitiveness with the District, and let them know about the SBDC certification assistance services. LLA achieved a 28% response rate to these outreach calls. That is, we spoke directly to 95 or 28% of the business owners but were not able to connect with 244 of the business owners despite repeated calling and voice mail messages requesting call backs.

Results of Conversations with Solano County Business Owners:

- **25** of the 95 business owners we spoke to told us they were not interested in participating in the SLDB Program because they were too busy with current business or were not interested in doing work for a public agency.
- **70** of the 95 business owners expressed interest in participating in the SLDB program. However, subsequently, 6 of the 70 determined that the program was not a good fit for them, decreasing the number of interested firms to 64.
- Of the **64** interested business owners, **29** completed a SLDB Program Contractor Profile form which collected pertinent firm information and was used to help us match them with upcoming contracting opportunities.
- Of the **29** firms that completed the Contractor Profile forms:
 - 6 of these firms indicated they did not need certification or declined to become certified. These 6 firms were referred to SBDC for business services but not for certification assistance.
 - 8 of these firms were not local and therefore not eligible for SLDB program.
 - 2 firms were local but not small and therefore not eligible for SLDB program.
 - 13 firms were referred to the District’s Small Business Development Center for assistance in becoming certified.

To date, **two** (2) of the firms we referred to the SBDC have become certified. The 11 other firms are either in process of becoming certified or they have determined that they are no longer interested in the program.

LLA continued to reach out repeatedly to the remaining 35 firms that had indicated interest in the program to encourage them to move forward but none of these firms has taken any additional steps towards certification or participation.

2. Program Outreach Activities

In addition to the direct outreach to Solano County firms to encourage certification, LLA pursued three avenues related to program outreach.

- a. We partnered with the District’s Small Business Development Center to host an outreach event targeting local firms.

- “Solano County Contract Procurement & Business Resources Fair” on June 28th at the SBDC Vallejo Center. At this event we presented information about the SLDB Program and the types of contracting opportunities that would be advertised in the coming months.
- 20 people representing approximately 15 local firms attended the event.

b. LLA outreach staff met with the Design Build team managers, Clark/Sullivan and Rudolph and Sletten to discuss outreach to SLDB firms for their respective projects, the Vacaville Biotechnology Center and the Vallejo Auto Technology Building. Each of the team managers indicated that they would handle outreach and inclusion of SLDB firms within their teams. For these two projects LLA was asked to provide lists of certified firms that provided contracting and vending services relevant for each project. This was done.

c. Similarly, LLA provided lists of certified SLDB to Kitchell contracting staff for potential contracting opportunities on smaller Bond Measure contracts that Kitchell managed directly.

3. Reporting Activities – Summary of SLDB Utilization.

Based on information received from the Bond Measure Construction Managers, following is a summary of the SLDB utilization through June 2016.

- As of June 30, 2016, SCCD has awarded **59** contracts totaling **\$87,030,960.00**. Of these contracts, **3** were awarded to prime contractors and **56** to subcontractors or vendors.
- Of the 59 awarded contracts, **3** were awarded to certified Solano County small local business firms for a total contract value of \$2,481,059 or 2.8% of the total awarded amount. The amount awarded to SLDB firms reflects 8.6% of the amount awarded to subcontractors which was \$28,629,936. No contracts were awarded to minority-owned, women-owned or disabled veteran-owned Solano County firms.

Additionally:

- **1** prime contract was awarded to a certified DBE contractor in the amount of \$13,067,024.
- **17** contracts were awarded to certified SBEs; 1 prime contractor and 16 subcontractors (including the 3 SLDB firms). These SBE firms garnered \$18,516,986 or 21.3% of the total awarded contract value.
- **8** Solano County firms, including the 3 SLDB firms, were awarded contracts totaling \$5,159,139. 3 of these local firms were certified SLDB firms and the other 3 were simply local firms.

LLA did not track the utilization of SLDB for the smaller Bond measure contracts. This was handled directly by Kitchell.

III. DISCUSSION AND NEXT STEPS

1. The program goals for the first year of the pilot program were achieved in part. Certainly information and awareness of the District's Small Local Diverse Business Program has been promoted within the Solano County contracting and business communities. However, because the program remains new, LLA believes it still requires ongoing publicity in order for local firms to understand its benefits.

2. The groundwork has been laid for encouraging Solano County firms to become certified. LLA believes that with additional efforts in this area, more firms may decide it is worthwhile to go through the certification process particularly if they believe they may actually be considered for Bond measure opportunities. For other similar projects, LLA has found that continuing to tie specific opportunities to certification efforts produces the best results as does one-on-one direct business dialogue and support.

3. For most public business participation programs, some form of compliance monitoring is utilized to keep contractors and consultants on track in meeting program goals. This is something that Kitchell and the District may wish to consider.

Report on 2 Year Pilot Program
for Measure Q Small, Local, and Diverse Business Program
Solano Community College

March 23, 2018

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- B. Outreach Consultant Close Out Report, dated August 31, 2016

1. Background

On April 1, 2015, Solano Community College District's Board of Governors approved initiation of a Small, Local, and Diverse Business Program (SLDB). The goal of the program is to ensure access, equity, and inclusion of local businesses in the area of construction contracting associated with Measure Q bond expenditures, in particular certified small, minority-owned, women-owned, and disabled veteran-owned businesses in the communities of Solano County. The SLDB Program affirms the District's commitment to contribute to the economic benefit of Solano County.

The District's SLDB Program has an aspirational goal of 25% SLDB participation for both prime and subcontractors of Measure Q Bond projects.

As a first step in program implementation, the District initiated a two-year SLDB Pilot Program. The purpose of the Pilot Program was to allow the District to:

- Ascertain its current level of small, local, diverse business inclusion
- Assemble complementary demographic business information regarding potential small, local and diverse firms
- Test the attainability of aspirational participation goals
- Test the efficacy of the strategic SLDB programmatic measures to attract and utilize small, local, diverse Solano County construction firms

During the two-year Pilot Program, the goal for SLDB participation was set at 15% with goal requirements to be achieved through the combined participation of any of the following businesses located in Solano County or the City of Winters:

- Certified Local Small Business Enterprises (SBEs)
- Certified Minority-owned Business Enterprises (MBEs)
- Certified Women-owned Business Enterprises (WBEs)
- Certified Disadvantaged Business Enterprises (DBEs)
- Certified Disabled Veteran-owned Business Enterprises (DVBES)

At conclusion of the two-year pilot period, it was required that the District review the program to:

- Evaluate the efficacy of the District's program methods
- Determine the attainability of the aspirational 25% participation goal, and adjust the percentage accordingly, in order to keep the program closely aligned with the realities of the Solano County business community.

This report summarizes the activities and participation results of the Pilot Program and brings forward recommendations.

2. Outreach Activities

Laura Luster and Associates (LLA), a consultant specializing in disadvantaged businesses outreach programs, was retained by Kitchell, the District's Bond Program Manager, to serve as the lead for the Pilot Program outreach. Following is a summary of the outreach activities.

Developed SLDB Program outreach toolkit materials:

- Brochure - program description and contact information
- List of upcoming construction projects (updated periodically)

Coordinated with the College's Small Business Development Center and provided them with the SLDB toolkits.

Developed targeted list of certified firms and distributed to bond program projects' general contractors, Kitchell project managers, and construction managers.

Attended and made presentations at project pre-bid conferences.

Established and maintained relationships with Solano County Chambers of Commerce, trade union affiliates, construction and business associations, and through direct business contacts.

Hosted and attended events, made presentations and distributed information to inform local firms of specific District opportunities as well as how to bid on these projects:

- July 9, 2015 SLDB Kick-Off Event to introduce new program to current SCC Bond Team and to Solano contractors and suppliers.
- July 23, 2015 Performing Arts Building Renovation Project Pre-Bid Meeting #1. Provided information about the SLDB Program and explained outreach services available for connecting with small local firms.
- July 29, 2015 Promoted SCCD SLDB Program at Solano County Workforce Development Event.
- July 30, 2015 Performing Arts Building Renovation Project Pre-Bid Meeting #2. Provided information about the SLDB Program and explained outreach services available for connecting with small local firms.
- September 25, 2015 Promoted SCCD SLDB Program at Napa-Solano Building and Construction Trades Council Annual Laborers Dinner.
- December 3, 2015 SLDB Multi-project Outreach Event. Introduced program to Solano County contractors and suppliers; explained certification benefits and processes.
- June 28, 2016 Solano County Contract Procurement & Business Resources Fair, hosted with Solano County Small Business Development Center. Spoke about the program and the types of contracts projected to be advertised for bid in the coming months.

Tracked SLDB participation on District bond construction projects.

Encouragement of local non-certified firms to obtain certification

By searching the databases of certification agencies (DGS, Caltrans, & CUPC), it was determined that there are not many certified businesses in Solano County. Based on this finding, a plan was developed to reach out directly to individual local businesses to encourage certification and expand the pool of program eligible firms.

An online search generated 339 Solano County businesses that could potentially bid on upcoming contracts as a prime, sub, or supplier based on the upcoming bond project work scope. Phone calls were made to inform these businesses of the upcoming opportunities, assess their interest in participating in the SLDB program, encourage them to become certified to enhance their competitiveness for District bond projects, and let them know about certification assistance services. When calls were not answered, messages were left and several follow-up calls were made. Following are the results of this effort:

- 70 businesses (21% of 339) expressed interest in participating in the SLDB Program
- 25 businesses (7% of 339) had no interest in participating in the SLDB Program because they were too busy or were not interested in doing work for a public agency.
- 29 businesses (2.9% of 339) completed a SLDB Program Contractor Profile form. Of these, 6 declined to become certified and 10 were found not to be eligible.
- 13 businesses (3.8% of 339) were referred to the District's Small Business Development Center for assistance in becoming certified. Two of these firms have become certified. The other 11 firms are either in process of becoming certified or have determined they are no longer interested.

Direct Solicitation of Certified SLDB bidders for Small Capital Projects

Public Contract Code allows contracting directly with a certified small business or certified disabled veteran business for goods, services, information technology, and public works projects. The estimated project value must be in the range of \$5,000 - \$250,000 for goods, services, and information technology; and \$5,000 –\$291,000 for public works projects. Price quotes must be obtained from at least certified small businesses or disabled veteran businesses. The maximum estimated value of the work is \$249,999.99 for goods, services, or information technology, and up to \$291,000 for public works projects. The District Bond Team has sought and continues to seek proposals for bond Small Capital Projects of these value ranges from certified SLDB businesses.

General Contractor Outreach Activities

In addition to the outreach efforts by the District's Bond Team, bid documents for the larger projects required that the General Contractor meet the 15% participation goal for the project or submit proof of making a good faith effort when bidding the project components out to sub-contractors and suppliers. Good faith effort reports are required by the contract documents.

As an example, the good faith efforts report for the Autotechnology Building Project included documentation of the following efforts: Invitations to Bid sent to state SLDB database of upwards of 1,900 certified businesses, ad in Daily Reporter (publication geared to Northern CA certified firms), Golden State Plan Service ad (construction trades publication), local outreach ads in Fairfield Daily Republic, Vacaville Reporter, Vallejo Times-Herald, advertising in numerous northern CA plan rooms, participation in SLDB Program Multi-Project Outreach Event 12/3/15.

3. Participation Results

Following are the statistics for the SLDB participation in the Measure Q bond construction projects during the Pilot Program and up to December 31, 2017. Though tracking of local labor is not part of the SLDB program, and is only required for design-build projects, it is reported here because it is relevant to the evaluation discussion.

PROJECT	Design Build	SLDB Firms	Local Firms	Local Labor	Total DBE	Project % Complete
Performing Arts Building Renovation		20.54%	20.77%		63.3%	100%
Biotechnology and Science Building	X	.06%	15.46%	26.53%	5.7%	100%
Autotechnology Building	X	4.06%	4.06%	30.76%	14.4%	100%
Vallejo Center HVAC Upgrade		9.50%	9.50%		9.5%	100%
Horticulture Phase 1		0	0		8.2%	100%
Fairfield Substation #1 & #2 Replacement		0	0		0	100%
Science Building	X	11.93%	17.85%	21.44%	13.4%	20%
Small Capital Projects – Phase 1		5.44%	13.08%		26.2%	100%

The percentages noted are the percentage of the dollar value of the construction contract amount in the category to the total project construction contract amount. Note that the Science Building Project is only 20% complete and we anticipate the participation percentage to be higher once all the sub-contracts are in place.

Despite considerable outreach efforts by both the Bond Program Team and the individual project general contractors, SLDB participation in the projects was often less than the pilot program goal of 15%, and significantly less than the aspirational program goal of 25%. (Participation by local and non-local certified disadvantaged businesses was higher, ranging from 5.7% to 63.3%.)

Participation of local firms (certified and non-certified) was higher, often reaching or nearly reaching 15%.

For design build projects required to track local labor, participation exceeded or will likely exceed 25%.

Thus, though the participation goals for local disadvantaged firms are not being met, local businesses and individual workers are capturing significant work from the bond construction program.

4. Factors Affecting Participation

From the Pilot Program effort, we have found there are not many certified small local disadvantaged businesses and not many additional businesses interested in becoming certified in Solano County. There may be several reasons for this. The County is largely a residential community, with many workers commuting to the Bay Area or Sacramento. It has a high percentage of construction labor, but a small number of contractors and subcontractors. Additionally, it does not appear that there are many other Owners in the County who have incentive programs which these businesses could benefit from by becoming certified. Kitchell's outreach consultant stated "The low number of certified firms can be attributed to the fact that there has never been a local program like the SLDB Program that encouraged utilization of these certified firms."

Also, for bond projects of \$4.5M or higher construction cost, a Project Labor Agreement is required. That means that businesses and their employees must belong to their respective labor union(s) to participate in the project. Many small businesses are not union shops due to the additional costs involved.

However, the participation of local businesses in contracting opportunities for the bond projects is strong, and the SLDB Pilot Program outreach efforts may have been helpful in bringing these opportunities to the attention of non-certified local businesses as well as certified businesses, and to non-local certified disadvantaged businesses. Participation of local labor is very strong and may indicate that local workers are employed by businesses not based in Solano County and/or that non-local businesses are pulling significant numbers of workers from the local trade union halls.

Overall, local businesses and local workers participating in the bond projects is strong. But the participation by local small and disadvantaged local businesses is much lower than the SLDB Program target goals.

5. Participation Recommendations

At conclusion of the two-year pilot period, it was required that the District review the program to:

- Evaluate the efficacy of the District’s program methods
- Determine the attainability of the aspirational 25% participation goal, and adjust the percentage accordingly, in order to keep the program closely aligned with the realities of the Solano County business community.

District’s Program Methods

The methods of outreach were comparable to means and efforts typically used for this type of program. In addition, because it was determined that there are not many certified SLDB businesses in the area, the District’s consultant identified non-certified small local businesses and conducted a person-to-person outreach to inform individual business owners of the program and encouraged the business to obtain certification, directing them to person-to-person assistance with the certification process.

Participation Goal

Even with considerable outreach efforts by the District and by project general contractors, the participation rate achieved over the two year period was significantly lower than the Pilot Program goal of 15%, and far below the current SLDB Program aspirational goal of 25%. The reality is that there are not many certified businesses in the area, not many other Owners with similar SLDB programs, and thus not a lot of incentive for eligible businesses in the area to become certified.

SLDB Program Recommendations

At this time, we would recommend retaining the SLDB Program, but making the following adjustments:

- Lower the SLDB participation goal to be 10%.
- Eliminate ‘pay back’ language, because it is not practical.

Local business and worker participation is being achieved, just not certified local disadvantaged business participation. However, if the District feels strongly about this goal, another measure that could be implemented would be to require large projects to meet the 10% SLDB participation and include their SLDB sub-contractor(s) and sub-contract values in their bid. Currently, it is a goal not a requirement, allowing Contractors to show good faith effort to obtain the SLDB goal if their bid is not meeting it.

The SLDB Program currently includes the following language:

- If the general contractor fails to achieve its intended SLDB goals by the conclusion of the project, the contractor will pay the College the difference in the contract dollars stated in its bid documents that would be directed to SLDB and the actual amounts received by SLDB firms over the course of the project OR provide a reasonable and documented explanation via a waiver of why all of the intended dollars were not expended to SLDB firms.

From a practical standpoint, this requirement is difficult to enforce. In most cases where a stated goal would not be achieved, the contractor would provide an explanation. In design bid build projects, while general contractors must identify their key sub-contractors in their bid, they do not typically have a final price or enter into a contract with their sub-contractors until after the District awards the contract to the general contractor. The value of the sub-contractor contracts are not usually listed in the bids.

Design Build project contractors do not 'buy-out' their sub-contracts until much later in the contract term when design documents are finalized enough to issue for bid to sub-contractors.

Additionally, if the contractor ends up not achieving the participation goal stated, the District has still received the work performed. While the intention of this requirement to return dollars to the District may have been to ensure the contractor lives up to his SLDB commitment by instating a financial penalty, it is recommended to delete this requirement due to the impracticality of enforcement.

Appendix A: SLDB & Local Subcontractor List by Project

Autotechnology Building:

FIRM	CITY/STATE	LOCAL	SLDB
Solano County Roofing	Fairfield, CA	X	X
All County Flooring	Benicia, CA	X	X
Bell Painting	Vacaville, CA	X	X
Carquinez Heating & Air	Benicia, CA	X	X

Biotechnology & Science Building:

FIRM	CITY/STATE	LOCAL	SLDB
Redwood Electric Group Inc.	Vacaville, CA	X	
Winters Broadband	Winters, CA	X	
Williams Scotsman	Vacaville, CA	X	
Alamillo Rebar Inc.	Benicia, CA	X	X
ISEC	Dixon, CA	X	
Kaz and Associates	Benicia, CA	X	X

Science Building:

FIRM	CITY/STATE	LOCAL	SLDB
William Bradley Electric	Fairfield, CA	X	X
IDF Communications	Vacaville, CA	X	X
Alamillo Steel	Benicia, CA	X	X
All County Flooring	Benicia, CA	X	X
Dow Diversified	Vacaville, CA	X	

Performing Arts Building:

FIRM	CITY/STATE	LOCAL	SLDB
All County Flooring	Vacaville, CA	X	X
Island Fire Protection Inc.	Fairfield, CA	X	X
Murphy Specialties	Vacaville, CA	X	
McGrath Electric Inc.	Fairfield, CA	X	X

Vallejo Center HVAC Upgrade:

FIRM	CITY/STATE	LOCAL	SLDB
Trinity EMCS	Benicia, CA	X	X

Small Capital Projects:

FIRM	CITY/STATE	LOCAL	SLDB
Integrity Data and Fiber Inc.	Vacaville, CA	X	X
JLC Contracting, Inc.	Fairfield, CA	X	
Trinity EMCS Inc.	Benicia, CA	X	X

Cavalry Construction Services, Inc.	Vacaville, CA	X	X
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Appendix B: Outreach Consultant Close Out Report

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

TO: Members of the Governing Board
SUBJECT: BOND PROJECTS MONTHLY UPDATE

REQUESTED ACTION:

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

SUMMARY:

The purpose of this item is to provide a monthly update to the Board on the construction status of Bond Projects.

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 new instructional space and equipment

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
SUPERINTENDENT'S RECOMMENDATION:	<input type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input checked="" type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager <hr/> PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534 <hr/> ADDRESS	<hr/> Celia Esposito-Noy, Ed.D. Superintendent-President	
(707) 863-7855 <hr/> TELEPHONE NUMBER		
Robert Diamond Vice President, Finance & Administration <hr/> VICE PRESIDENT APPROVAL	<hr/> November 17, 2017 DATE APPROVED BY SUPERINTENDENT-PRESIDENT	
November 17, 2017 <hr/> DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		

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

TO: **Members of the Governing Board**

SUBJECT: **DISTRICT BUDGET UPDATE**

REQUESTED ACTION:

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

SUMMARY:

Robert V. Diamond, Vice President, Finance and Administration, will report the status of the district budget.

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: 84040(c)</i>	<i>Board Policy: 3020</i>	<i>Estimated Fiscal Impact: N/A</i>
SUPERINTENDENT'S RECOMMENDATION:	<input type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input checked="" type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
Robert V. Diamond Vice President, Finance & Administration		
PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		
(707) 864-7209		
TELEPHONE NUMBER		
Robert V. Diamond Finance & Administration		
VICE PRESIDENT APPROVAL		
March 23, 2018		
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		
Celia Esposito-Noy, Ed.D. Superintendent-President		
DATE APPROVED BY SUPERINTENDENT-PRESIDENT		
March 23, 2018		