

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONSENT CALENDAR - HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2023-2024

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Deshone Nesler	Student Services Generalist – Admissions and Records	10/23/23

Interim Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Denise Martinez	Interim Director of Student Development and Engagement	10/19/23 – 06/30/24

Temporary Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Tina Abbate	From Enterprise Resource Analyst to Scheduling Analyst	06/03/23 – 05/31/24

Faculty Reassigned Time

<u>Name</u>	<u>Assignment</u>	<u>Percentage</u>	<u>Effective</u>
Tasha Smith	Imani Coordinator	30%	08/14/23-12/15/23

District Resignation

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Zenobia Redeaux	Adjunct Instructor – English 9 years service at SCC	12/15/2023

Salvatore Abbate
Human Resources

October 6, 2023

Date Submitted

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

October 18, 2023

Date Approved

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Marlene Atoigue	Student Services Generalist	SEA Fund	10/19/23 - 06/30/24	\$18.91/hr.
Rebecca LaCount	AON Counseling	Perkins	07/17/23 - 06/30-24	\$78.90/hr.
Matt McLean	Applied Music Instructor	General	09/19/23 - 12/08/23	\$400.00 (Lump Sum)
Michael Reilly	Applied Music Instructor	General	09/26/23 - 12/08/23	\$400.00 (Lump Sum)
Cherry Quitugua	Administrative Assistant III	Rising Scholars Grant	10/19/23 - 06/30/24	\$18.91/hr.
Michael Wyly	Rising Scholars PTK	Rising Scholars Network	10/05/23 - 06/30/24	\$78.90/hr.

Volunteer Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Michelle Hobbs	Athletics - Baseball	10/19/23 – 06/30/24
William Theobald	Biology Lab Technician Assistant	10/19/23 - 06/30/24

AGENDA ITEM 11.(c)
MEETING DATE October 18, 2023

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

TO: Members of the Governing Board

SUBJECT: WARRANTS – September 2023

REQUESTED ACTION:

☐ Information OR ☒ Approval
☒ Consent OR ☐ Non-Consent

SUMMARY:

<u>Date</u>	<u>Payment Type</u>	<u>Check Number(s)</u>	<u>Amount</u>
9/7/2023	AP Vendor Payments	11121213 - 11121260	\$264,287.22
9/7/2023	QD Vendor Payments	11121261 - 11121262	\$889,054.90
9/7/2023	QE Vendor Payments	11121263 - 11121266	\$44,923.29
9/15/2023	AP Vendor Payments	11121267 - 11121313	\$359,896.23
9/15/2023	QD Vendor Payments	11121314 - 11121317	\$161,641.23
9/15/2023	QE Vendor Payments	11121318 - 11121319	\$4,160.69
9/21/2023	AP Vendor Payments	11122390 - 11122442	\$240,173.59
9/21/2023	QC Vendor Payments	11122443 - 11122444	\$10,047.21

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

Ed. Code: 70902 & 81656 Board Policy: 3240 Estimated Fiscal Impact: \$

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Susan Wheet
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Susan Wheet, Finance and Administration

VICE PRESIDENT APPROVAL

October 6, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 18, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 11.(c)
MEETING DATE October 18, 2023

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

TO: **Members of the Governing Board**

SUBJECT: **WARRANTS – September 2023**

REQUESTED ACTION:

☐ **Information** **OR** ☒ **Approval**
☒ **Consent** **OR** ☐ **Non-Consent**

SUMMARY:

<u>Date</u>	<u>Payment Type</u>	<u>Check Number(s)</u>	<u>Amount</u>
9/21/2023	QD Vendor Payments	11122445 - 11122448	\$213,084.63
9/21/2023	QE Vendor Payments	11122449 - 11122451	\$17,507.89
9/28/2023	AP Vendor Payments	11122452 - 11122533	\$392,465.95
9/28/2023	QC Vendor Payments	11122534 - 11122535	\$26,893.03
9/28/2023	QD Vendor Payments	11122536 - 11122538	\$51,076.20
9/28/2023	QE Vendor Payments	11122539 - 11122542	\$830,642.39
Total Vendor Payments			\$3,505,854.45

**Note: Checks 11121320 – 11122389 are Student Financial Aid checks*

Bank Code Glossary:

AP – General Fund account (Unrestricted and Restricted Funds)
CP – Capital Projects Fund account (Fund 41)
QC – Measure Q Series C account (Fund 42, Series C)
QD – Measure Q Series D account (Fund 42, Series D)
QE – Measure Q Series E account (Fund 42, Series E)

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

TO: MEMBERS OF THE GOVERNING BOARD

**SUBJECT: FINANCE & ADMINISTRATION CONSENT AGENDA –
PERSONAL SERVICES AGREEMENTS AND CONTRACTS
UNDER \$50,000**

REQUESTED ACTION: APPROVAL

PERSONAL SERVICES AGREEMENTS

**Academic Affairs
David Williams, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Elaine Herrick	Consultant to provide one-on-one music instruction in bass at a rate of \$50 per hour for a maximum of 8 hours per student for one student.	09/26/23-12/05/23	Not to Exceed \$400.00
KAOS Performance Fitness	Consultant will provide a health and fitness workshop for the deaf community on October 20, 2023.		
Forrest Middleton	Consultant to conduct a Ceramic Artist Workshop for students on November 3, 2023	10/01/23-12/20/23	Not to Exceed \$950.00
Michele Rivard	Consultant to provide one-on-one vocal instruction at a rate of \$50 per hour for a maximum of 8 hours per student for four students.	09/26/23-12/05/23	Not to Exceed \$1,600.00

**Technology Services & Support
Jon Cornelison, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Helen Zuliani	Consultant to provide technical writing and editing for user/technical guides, knowledge base articles, documentation, and other technology related materials	09/01/23-06/30/24	Not to Exceed \$5,000.00

Student Services
Lisa Neeley, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Brian Bedford	Consultant board approved on 7/19/23 to facilitate DEI workshops for staff not to exceed \$30,000. The scope of the project has increased to provide professional development and executive coaching, provide training and workshops for student organizations including clubs and athletics. The total of the agreement has increased \$20,000 for a total not to exceed \$50,000.	07/01/23-06/30/24	Not to Exceed \$50,000 (Revised)
Damien Hansen	Consultation for and management of workforce development grants, including Strong Workforce and Perkins Funds. Scope to work to include fiscal compliance reporting, program budget development, CTE and BACCC outreach and other workforce development opportunities	10/19/23-06/30/24	Not to Exceed \$60,000.00
Monica Medino-Muro	Artist will create and install a wheat pasted mural for the Dia de Muertos Exhibit in Herger gallery. The installation will be exhibited from October 16 through November 3, 2023.	10/05/23-11/03/23	Not to Exceed \$500.00
Sandra Trujillo	Consultant's dance troupe to perform a dance performance honorarium for the November 2 & 3 Dia de Muertos Closing Celebrations.	11/02/23-11/03/23	Not to Exceed \$500.00
Mayra Valdez	Caterer to provide refreshments for the November 2 & 3 Dia de Muertos Closing Celebrations. Expecting 100-150; menu includes champurrado, tamales, and pan de Muertos.	11/02/23-11/03/23	Not to Exceed \$1,000.00

CONTRACT SERVICES AGREEMENTS

Technology Services & Support
Jon Cornelison, Vice President

<u>Name</u>	<u>Description</u>	<u>Effective</u>	<u>Amount</u>
Ellucian	Vendor to coordinate the installation, configuration, training, and go-live activities for TouchNet for a partial year with the option to renew for four additional years, utilizing Ellucian Cloud Solutions.	10/01/23-06/30/24	Not to Exceed \$48,131.00
Open Text Inc.	Vendor to provide upgrade and support package for XM Fax server from version 8.0 to 22.2	10/01/23-06/30/24	Not to Exceed \$3,240.00

Susan Wheet
Vice President,
Finance & Administration

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

October 6, 2023

Date Submitted

October 18, 2023

Date Approved

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

TO: Members of the Governing Board

**SUBJECT: NOTICE OF COMPLETION FOR EMERGENCY
SERVICES FOR THE LLRC BUILDING MAIN
ELECTRICAL FEED REPAIR PROJECT**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☒ Consent OR ☐ Non-Consent

SUMMARY:

Board approval is requested for the Fairfield Campus LLRC Building Emergency Electrical Repair Project Notice of Completion. On August 23, 2023, a contract for the amount of \$85,714 was awarded to Ledbetter Electric for the Fairfield Campus LLRC Building Emergency Electrical Repair Project and was ratified on October 18, 2023. The scope of work included the repair/replacement of a damaged electrical line feeding the LLRC Building.

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

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

STUDENT SUCCESS IMPACT:

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

Ed. Code: N/A

Board Policy: N/A

Estimated Fiscal Impact: \$0

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton
V.P., Facilities & Executive Bonds Manager

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

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
V.P., Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

October 9, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 18, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

When recorded mail to:

Lucky Lofton, V.P, Facilities & Executive Bonds Manager
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

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

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

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

NAMES

ADDRESSES

-
6. Work of modernization on the property hereinafter described was completed on: 10/18/2023
 7. The Project Name is: Fairfield Campus LLRC Building Emergency Electrical Repair Project
 8. DSA Number (if applicable): N/A
 9. The contractor for such work of modernization is: Ledbetter Electric
 10. The name of the contractor's Surety Co. is: Western National Mutual Insurance Company
 11. The date of contract between the contractor and the above owner is: 08/23/2023
 12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, California 94534
 13. APN #: 0027-242-110
 14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Removal and replacement of damaged electrical lines feeding the LLRC Building. Emergency Work.

Date

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

Verification

I, undersigned, say:

I am _____

("President," "Owner," "Manager," etc.)

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

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

Executed on _____, at Fairfield, California.
(City or Town where signed)

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

TO: Members of the Governing Board

**SUBJECT: NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR THE INFORMATION TECHNOLOGY
INFRASTRUCTURE – HYPERFLEX CLUSTER ADDITION
PROJECT**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☒ Consent OR ☐ Non-Consent

SUMMARY:

Board approval is requested for the Information Technology Infrastructure – Hyperflex Cluster Addition Project Notice of Completion. On February 1, 2023, a contract for the amount of \$351,252.72 was awarded to Development Group, Inc. for the Information Technology Infrastructure - Hyperflex Cluster Addition Project on the Fairfield Campus. The scope of work included all necessary infrastructure and equipment required for the expansion of the current Hyperflex environment and addition of a secondary cluster.

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

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

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: N/A</i>	<i>Board Policy: N/A</i>	<i>Estimated Fiscal Impact: \$0</i>
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SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton
V.P., Facilities & Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
V.P., Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

October 9, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 18, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

When recorded mail to:

Lucky Lofton, V.P, Facilities & Executive Bonds Manager
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

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

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

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

NAMES

ADDRESSES

-
6. Work of modernization on the property hereinafter described was completed on: 10/18/2023
 7. The Project Name is: Information Technology Infrastructure – Hyperflex Cluster Addition Project
 8. DSA Number (if applicable): N/A
 9. The contractor for such work of modernization is: Development Group, Inc.
 10. The name of the contractor's Surety Co. is: The Ohio Casualty Insurance Company
 11. The date of contract between the contractor and the above owner is: 2/1/2023
 12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, California 94534
 13. APN #: 0027-242-110
 14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Infrastructure and equipment required for the expansion of the current Hyperflex environment and addition of a secondary cluster.

Date

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

Verification

I, undersigned, say:

I am _____

("President," "Owner," "Manager," etc.)

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

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

Executed on _____, at Fairfield, California.
(City or Town where signed)

AGENDA ITEM 13.(a)
MEETING DATE October 18, 2023

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

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

<u>Name</u>	<u>Assignment & Years of Service</u>	<u>Effective</u>
Jill Crompton	Administrative Assistant IV – School of Career Technical Education & Business 13 years, 8 months of service with SCC	12/30/2023 (Updated)

STUDENT SUCCESS IMPACT:

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

Ed. Code: 24205

Board Policy: 4400

Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

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

ADDRESS

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

October 6, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 18, 2023

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

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

TO: Members of the Governing Board

**SUBJECT: NEW CLASSIFIED MANAGER JOB DESCRIPTION:
DIRECTOR OF INFORMATION SECURITY & SPECIAL
PROJECTS**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

The following job description is presented for Governing Board approval. The Directory of Information Security and Special Projects is responsible for overseeing and managing all aspects of information security within the district while also leading and executing various IT projects. This role plays a critical role in safeguarding the district's data and technology infrastructure while ensuring that assigned projects are completed successfully within scope, budget, and timeline. This position will be placed on the Manager salary schedule at a range 48 and will be funded from the Chancellor office network security funding.

STUDENT SUCCESS IMPACT:

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

Ed. Code: 88009 Board Policy: 4010, 4720 Estimated Fiscal Impact: \$115,399.56 Plus Benefits Yearly

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

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

October 6, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

October 18, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT CLASS SPECIFICATIONS

CLASS TITLE: Director of Information Security & Special Projects (Classified Manager)

Description:

Under the general supervision of the assigned manager, the Directory of Information Security and Special Projects is responsible for overseeing and managing all aspects of information security within the district while also leading and executing various IT projects. This role plays a critical role in safeguarding the district's data and technology infrastructure while ensuring that assigned projects are completed successfully within scope, budget, and timeline.

REPRESENTATIVE DUTIES:

Essential duties and responsibilities include the following:

- Serves as the information security officer supporting security initiatives district- wide by designing and deploying information security technologies; advises IT staff on IT security matters; designs, develops, tests, installs, monitors, and maintains IT security systems for the district; enforces directives as mandated by regulations and state and federal law.
- Plans and coordinates monitoring, diagnosing, troubleshooting, and resolving IT Security related support requests, including security problems/breaches.
- Conducts and initiates security scans, audits, and performs risk assessments.
- Researches, selects, plans, implements, and supports effective IT Security controls, monitoring tools and practices.
- Performs technical security design/review activities for applications, networks, servers, architecture, and databases to ensure secure deployments.
- Provides incident response and remediation support and initiates and coordinates with necessary vendors as required.
- Monitors the external IT Security threat environment for emerging threats and makes recommendations on appropriate course of action.
- Conducts testing of simulated cyber-attacks to locate within IT systems vulnerabilities and mitigate.
- Communicates trending risks and assists with developing, maintaining, and presenting IT Security awareness training for staff and faculty.
- Leads and manages select IT projects, including defining project scope, objectives, and deliverables.
- Develops detailed project plans, schedules, and budgets, and ensures projects are completed on time and within budget.
- Identifies and manages project risks and issues and implements mitigation strategies.
- Coordinates project resources, including staff, vendors, and contractors.
- Communicates project status, progress, and issues to stakeholders, including senior management.
- Ensures that projects align with district goals and strategic objectives using the district's established project management framework.
- Assists with developing and maintaining documentation for IT Security architecture and program policies and procedures.

- Promotes acceptance of security technologies within the organization, balancing business goals, security controls, and customer usability. Work with business management to communicate security risk and countermeasures.
- Acts as the lead for technical personnel, third party vendors, auditors, investigators, and law enforcement agencies as required; assists and supports with all aspects of planning, design, development, coding, testing, debugging and implementation of complex systems administration for a variety of operating systems.
- Provides work directions to classified staff.
- Provides mentorship and guidance to project team members.
- Provides lead direction to short-term staff and/or student workers.
- Evaluates project outcomes and makes recommendations for process improvements.
- Assists in maintaining a fair and collaborative work environment and commitment to teamwork, mutual trust, and respect.
- Other job-related duties may be assigned.

Minimum Qualifications:

- A bachelor's degree in information technology, Computer Science, Business Administration, or a related field.

AND

- Two (2) years of progressively responsible experience with progressively increasing responsibilities and technical expertise in an Information Technology related field.

AND

- Experience working effectively with diverse populations including evidence and understanding of equity, responsiveness, and sensitivity to the diverse academic, socioeconomic, cultural, ability/disability, gender identity, sexual orientation, and ethnic backgrounds of community college students.

Preferred Qualifications:

- Proven experience in information security management and project management, preferably in a higher education environment.
- Certified Information Systems Security Professional (CISSP) certification or equivalent, or ability to obtain certification after employment.
- Project Management Professional (PMP) certification or equivalent experience.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Strong knowledge of information security principles, practices, and technologies.
- Strong knowledge of project management processes, workflows, and techniques.
- Ability to work collaboratively and effectively with diverse teams and stakeholders.
- Knowledge of computer forensics and incident response tools and procedures.
- Knowledge of security standards and frameworks.
- Knowledge of information technology security standards and requirements, trends and tools, LAN/WAN networks, operating systems, and ERP systems.

- Ability to design, develop and implement security solutions for complex and large networks.
- Integrating security protocols to complex solutions and understanding relationships between applications.
- Demonstrate working knowledge of the principles, practices and techniques of database structures and computer programming.
- Working knowledge of firewalls, intrusion detection and prevention systems, auditing and scanning systems, VPN, and remote access systems.
- Ability to provide guidance for the design and replacement of security related technologies.
- Familiarity with information security regulations such as FERPA, HIPPA, PCI compliance.
- Strong written and verbal communication skills, leadership, teamwork, and agility are critical success factors.
- Establish and maintain cooperative and effective working relationships with others.
- Ability to provide security expertise and technical guidance to the District.
- Apply independent technical judgment to complex technical situations.
- Maintain current knowledge of technological advances in security and related fields and current and emerging threats and technologies.
- Communicate effectively both orally and in writing.
- Maintain records and prepare reports.
- Prioritize and schedule work. Analyze situations accurately and adopt an effective course of action.
- Work independently with little direction.

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

While performing the duties outlined in this classification, the employee in this classification is regularly required to sit for long periods of time, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file. The employee in this classification may be required to conduct work at other campus locations.

The employee assigned to this classification must regularly lift, carry and/or move objects weighing up to 10 pounds.

Work Environment:

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

The work assigned to this classification is typically performed in an administrative office environment. Some travel to/from the centers and main campus may be required. While performing the duties of this classification, the employee regularly works at a computer for long periods of time and is regularly exposed to interruptions and the hazards of working with video display terminals. Hours may include evenings and weekends.

Board Approved:

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

TO: Members of the Governing Board

SUBJECT: RESOLUTION NO. 23/24-03 AUTHORIZING THE ISSUANCE OF THE SOLANO COMMUNITY COLLEGE DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA) ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES F, AND ACTIONS RELATED THERETO

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

An election was held in the Solano Community College District (the "District") on November 6, 2012 for the issuance and sale of general obligation bonds of the District for various purposes in the maximum amount of \$348,000,000 (the "Measure Q"). The District has previously issued five series of bonds under Measure Q. The District now desires to proceed with the sixth issuance of bonds under Measure Q in a principal amount not-to-exceed \$30,000,000 (the "Bonds"). The Bonds are being authorized for sale for the purpose of providing funds to (i) finance projects approved by Measure Q, and (ii) to pay the costs of issuing the Bonds.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: None</i>
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SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Celia Esposito-Noy, Ed.D.
Superintendent President

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7299

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

October 6, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

October 18, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 23/24-03 AUTHORIZING THE ISSUANCE
OF THE SOLANO COMMUNITY COLLEGE DISTRICT
(SOLANO AND YOLO COUNTIES, CALIFORNIA) ELECTION
OF 2012 GENERAL OBLIGATION BONDS, SERIES F, AND
ACTIONS RELATED THERETO**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

(CONTINUED FROM THE PREVIOUS PAGE)

(a) Bond Resolution. This Resolution authorizes the issuance of the Bonds, specifies the basic terms, parameters and form of the Bonds, and approves the forms of the Purchase Contract, the Continuing Disclosure Certificate, and the Preliminary Official Statement described below. In particular, Section 1 of the Resolution establishes the maximum aggregate initial principal amount of the Bonds to be issued (\$30,000,000). Section 4 of the Resolution states the maximum underwriters' discount (0.35%) with respect to the Bonds, the maximum legal interest rate on the Bonds, and authorizes the Bonds to be sold at a negotiated sale to Piper Sandler & Co., as representative on behalf of itself and RBC Capital Markets, LLC, as the underwriters (the "Underwriters"). The Resolution authorizes the issuance of current interest bonds only; capital appreciation bonds are not authorized.

(b) Form of Purchase Contract. The Resolution approves the form of the Purchase Contract (the "Purchase Contract"), pursuant to which the Underwriters will agree to buy the Bonds from the District. All the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing of the Bonds, the final execution copy of the Purchase Contract will be prepared following this form.

(c) Form of Preliminary Official Statement. The Resolution approves the form of the Preliminary Official Statement (the "POS"). The POS is the offering document describing the Bonds which may be distributed to prospective purchasers of the Bonds. The POS discloses information with respect to, among other things, (i) the proposed uses of proceeds of the Bonds, (ii) the terms of the Bonds (interest rate, redemption terms, etc.), (iii) the bond insurance policy for the Bonds, if any, (iv) the security for repayment of the Bonds (the ad valorem property tax levy), (v) information with respect to the District's tax base (upon which such ad valorem property taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Bonds and the District, and (viii) absence of material litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Bonds. Following the pricing of the Bonds, a final Official Statement for the Bonds will be prepared, substantially in the form of the POS.

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 23/24-01 AUTHORIZING THE ISSUANCE
OF THE SOLANO COMMUNITY COLLEGE DISTRICT
(SOLANO AND YOLO COUNTIES, CALIFORNIA) ELECTION
OF 2012 GENERAL OBLIGATION BONDS, SERIES F, AND
ACTIONS RELATED THERETO**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

(CONTINUED FROM THE PREVIOUS PAGE)

(d) Form of the Continuing Disclosure Certificate. The form of the Continuing Disclosure Certificate can be found in APPENDIX C to the POS. Effective July 3, 1995, all underwriters of municipal bonds are obligated to procure from any public agency issuing debt a covenant that such public agency will annually file “material financial information and operating data” with respect to such public agency through the web-based Electronic Municipal Market Access (“EMMA”) system maintained by the Municipal Securities Rulemaking Board (a federal agency that regulates “broker-dealers,” including investment banking firms that underwrite municipal obligations). This requirement is expected to be satisfied by the filing of the District’s audited financial statements and other operating information about the District, in the same manner the District has filed such information in connection with prior bond issuances. The purpose of the law is to provide investors in the Bonds with current information regarding the District.

FISCAL IMPACT

There is no fiscal impact to the General Fund resulting from the issuance of the Bonds.

RECOMMENDATION

Staff recommends approval of Resolution No. 23/24-03 A RESOLUTION OF THE GOVERNING BOARD OF THE SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING THE ISSUANCE OF SOLANO COMMUNITY COLLEGE DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA) ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES F, AND ACTIONS RELATED THERETO

RESOLUTION NO. 23/24-03

A RESOLUTION OF THE GOVERNING BOARD OF THE SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING THE ISSUANCE OF SOLANO COMMUNITY COLLEGE DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA) ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES F, AND ACTIONS RELATED THERETO

WHEREAS, a duly called election was held in the Solano Community College District (the “District”), Solano County (the “County”) and Yolo County (together with the County, the “Counties”), State of California, on November 6, 2012 (the “Election”) and thereafter canvassed pursuant to law;

WHEREAS, at the Election, there was submitted to and approved by the requisite fifty-five percent vote of the qualified electors of the District, a question as to the sale and issuance of general obligation bonds of the District for the various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$348,000,000 payable solely from the levy of an *ad valorem* property tax against the taxable property in the District (the “Authorization”);

WHEREAS, pursuant to the Authorization, on June 18, 2013, the District issued the first and second series of bonds under the Authorization in an aggregate principal amount of \$119,996,899.15;

WHEREAS, pursuant to the Authorization, on April 26, 2017, the District issued the third series of bonds under the Authorization in an aggregate principal amount of \$90,000,000;

WHEREAS, pursuant to the Authorization, on November 17, 2020, the District issued the fourth series of bonds under the Authorization in an aggregate principal amount of \$30,000,000;

WHEREAS, pursuant to the Authorization, on October 6, 2021, the District issued the fifth series of bonds under the Authorization in an aggregate principal amount of \$50,000,000;

WHEREAS, at this time, this Governing Board (the “Board”) has determined that it is necessary and desirable that the District issue the sixth series of bonds under the Authorization in an aggregate principal amount not-to-exceed \$30,000,000, and to be styled as “Solano Community College District (Solano and Yolo Counties, California) Election of 2012 General Obligation Bonds, Series F” (the “Bonds”);

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the “Act”), the Bonds are authorized to be issued by the District for the purposes set forth in the ballot submitted to the voters at the Election;

WHEREAS, pursuant to Government Code Section 5852.1, the Board obtained from the Underwriters (as defined herein) and disclosed herein, in a meeting open to the public, prior to authorization of the execution and delivery of the Bonds, good faith estimates of (a) the true interest cost of the Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Bonds, (c) the amount of proceeds of the Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Bonds, and (d) the sum total

of all debt service payments to be evidenced by the Bonds calculated to the final payment date evidenced by the Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Bonds;

WHEREAS, this Board desires to authorize the issuance of the Bonds in one or more Series of Taxable Bonds or Tax-Exempt Bonds, and further as Current Interest Bonds (as such terms are defined herein);

WHEREAS, this Board desires to appoint certain professionals to provide services related to the issuance of the Bonds; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE GOVERNING BOARD OF THE SOLANO COMMUNITY COLLEGE DISTRICT, AS FOLLOWS:

SECTION 1. Authorization for Issuance of the Bonds. To raise money for the purposes authorized by the voters of the District at the Election, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Bonds pursuant to the Act in one or more Series of Taxable Bonds or Tax-Exempt Bonds and further as Current Interest Bonds, with appropriate Series designations if more than one Series is issued, all as more fully set forth in the executed Purchase Contract (as defined herein). The Board further orders such Bonds sold such that the Bonds shall be dated as of a date to be determined by an Authorized Officer (defined herein), shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not-to-exceed \$30,000,000.

SECTION 2. Paying Agent. This Board hereby appoints the Paying Agent, as defined in Section 5 hereof, to serve as the paying agent, bond registrar, transfer agent and authentication agent for the Bonds on behalf of the District. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Bonds may be paid in each year from *ad valorem* property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Education Code Section 15232.

SECTION 3. Terms and Conditions of Sale. The Bonds shall be sold upon the direction of the Superintendent/President or the Vice President, Finance and Administration of the District, or any interim or acting Vice President, Finance and Administration, or such other officers or employees of the District as the Superintendent/President or the Vice President, Finance and Administration may designate for such purpose (collectively, the "Authorized Officers"), and pursuant to such terms and conditions set forth in the Purchase Contract (defined herein). The Board hereby authorizes the sale of the Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriters (as defined herein) to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds. The Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

SECTION 4. Approval of Purchase Contract. The form of Purchase Contract by and between the District and the Underwriters, substantially in the form on file with the Secretary to the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized to execute and deliver the Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, (i) that the interest rates on the Bonds shall not exceed the maximum rate permitted by law; and (ii) the underwriting discount on the Bonds, excluding original issue discount, shall not exceed 0.35% of the aggregate principal amount of the Bonds actually issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for sale by the District up to \$30,000,000 and to enter into and execute the Purchase Contract with the Underwriters, if the conditions set forth in this Resolution are satisfied.

SECTION 5. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

(a) **“Beneficial Owner”** means, when used with reference to book-entry Bonds registered pursuant to Section 6 hereof, the person who is considered the beneficial owner of such Bonds pursuant to the arrangements for book entry determination of ownership applicable to the Depository.

(b) **“Bond Insurer”** means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Bonds.

(c) **“Bond Payment Date”** means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing February 1, 2024 with respect to interest on the Bonds, and the stated maturity dates thereof, with respect to payments of principal of the Bonds.

(d) **“Bond Register”** means the registration books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of Bonds shall be recorded.

(e) **“Code”** means the Internal Revenue Code of 1986, as the same may be amended from time to time. Reference to any particular section of the Code shall be deemed to be a reference to any successor to any such section.

(f) **“Continuing Disclosure Certificate”** means that certain contractual undertaking executed by the District in connection with the issuance of the Bonds pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, and relating to the Bonds, dated as of the date of issuance thereof, as amended from time to time in accordance with the provisions thereof.

(g) **“County”** means Solano County.

(h) **“Current Interest Bonds”** means Bonds, the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.

(i) **“Date of Delivery”** means the date of initial issuance and delivery of the Bonds, or such other date as shall appear in the Purchase Contract or Official Statement.

(j) **“Depository”** means the entity acting as securities depository for the Bonds pursuant to Section 6(c) hereof.

(k) **“DTC”** means The Depository Trust Company, New York, New York, 10041, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Bonds.

(l) **“Holder” or “Owner”** means the registered owner of a Bond as set forth on the Bond Register maintained by the Paying Agent pursuant to Section 6 hereof.

(m) **“Information Services”** means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System; or, such other services providing information with respect to called municipal obligations as the District may specify in writing to the Paying Agent or, in the absence of such written specification, as the Paying Agent may select.

(n) **“Long Current Interest Bonds”** means Current Interest Bonds that mature later than 30 years from their Date of Delivery.

(o) **“Moody’s”** means Moody’s Investors Service, Inc. a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the District.

(p) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(q) **“Official Statement”** means the Official Statement for the Bonds, as described in Section 17 hereof.

(r) **“Outstanding”** means, when used with reference to the Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Bonds canceled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 8 hereof; or

(iii) Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 19 of this Resolution.

(s) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(t) **“Paying Agent”** means initially U.S. Bank Trust Company, National Association, or any other Paying Agent as shall be named in the Purchase Contract or Official Statement, and afterwards any successor financial institution, acting as paying agent, transfer agent, authentication agent and bond registrar for the Bonds.

(u) **“Permitted Investments”** means (i) any lawful investments permitted by Government Code Section 16429.1 and Section 53601, (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Government Code Section 53635, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being invested in a particular type of security, (iii) a guaranteed investment contract with a provider having a rating meeting the minimum rating requirements of the County investment pool maintained by the Treasurer, (iv) the Local Agency Investments Fund of the California State Treasurer, (v) the County investment pool described above, and (vi) United States Treasury Securities, State and Local Government Series.

(v) **“Purchase Contract”** means the contract or contracts for purchase and sale of the Bonds, by and between the District and the Underwriters named therein. To the extent the Bonds are sold pursuant to more than one Purchase Contract, each shall be substantially in the form presented to the Board, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve.

(w) **“Record Date”** means the close of business on the 15th day of the month preceding each Bond Payment Date.

(x) **“Series”** means any Bonds executed, authenticated and delivered pursuant to the provisions hereof and identified as a separate Series of Bonds.

(y) **“S&P”** means S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, its successors and assigns, or, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the District.

(z) **“Taxable Bonds”** means any Bonds the interest on which is not excludable from gross income for federal income tax purposes.

(aa) **“Tax-Exempt Bonds”** means any Bonds the interest on which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(bb) **“Term Bonds”** means those Bonds for which mandatory redemption dates have been established in the Purchase Contract.

(cc) **“Transfer Amount”** means, with respect to any Outstanding Bond, the principal amount thereof.

(dd) **“Treasurer”** means the Treasurer-Tax Collector of the County or other comparable officer of the County.

(ee) “**Underwriters**” means Piper Sandler & Co and RBC Capital Markets, LLC.

SECTION 6. Terms of the Bonds.

(a) Denomination, Interest, Dated of Delivery, and Terms. The Bonds shall be issued as fully registered book-entry Current Interest Bonds registered as to both principal and interest, in denominations of \$5,000 principal amount or any integral multiple thereof. The Bonds shall bear interest at a rate or rates not in excess of that authorized at the Election and will initially be registered in the name of “Cede & Co.,” as the Nominee of DTC.

Each Bond shall be dated as of the Date of Delivery, and shall bear interest at the rates set forth in the Purchase Contract, from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from the Date of Delivery. Interest on the Bonds shall be payable on the respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of 12, 30-day months.

To the extent the issuance of Bonds includes Long Current Interest Bonds, the useful life of any facility financed with such Long Current Interest Bonds will equal or exceed the maturity of such Long Current Interest Bonds.

(b) Redemption.

(i) Terms of Redemption. The Bonds shall be subject to optional redemption prior to maturity or mandatory sinking fund redemption prior to maturity as provided in the Purchase Contract or the Official Statement.

(ii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed by the District and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption as directed by the District, and if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that with respect to redemption by lot, the portion of any Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

The Purchase Contract may provide that (i) in the event that a portion of any Term Bond is optionally redeemed prior to maturity pursuant to Section 6(b)(i) hereof, the remaining mandatory sinking fund payments with respect to such Term Bonds shall be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000 principal amount, in respect to the portion of such Term Bonds optionally redeemed, or (ii) within a maturity, Bonds shall be selected for redemption on a “Pro Rata Pass-Through Distribution of Principal” basis in accordance with DTC procedures, provided further that, such pro-rata redemption is made in accordance with the operational arrangements of DTC then in effect.

(iii) Redemption Notice. When optional redemption is authorized or required pursuant to Section 6(b) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a “Redemption Notice”) of the redemption of the Bonds. Such Redemption Notice shall specify:

(i) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (ii) the date of redemption, (iii) the place or places where the redemption will be made, including the name and address of the Paying Agent, (iv) the redemption price, (v) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (vi) the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the portion of the principal amount of such Bond to be redeemed, and (vii) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date, and that from and after such date, interest thereon shall cease to accrue.

The Paying Agent shall take the following actions with respect to each such Redemption Notice:

1. At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

2. At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Depository.

3. At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

4. Such Redemption Notice shall be given to such other persons as may be required pursuant to the Continuing Disclosure Certificate.

A certificate of the Paying Agent or the District to the effect that a Redemption Notice has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such transfer. The Redemption Notice may state that no representation is made as to the accuracy or correctness of CUSIP numbers printed thereon, or on the Bonds.

With respect to any Redemption Notice of Bonds (or portions thereof) pursuant to Section 6(b)(i) hereof, unless upon the giving of such notice such Bonds shall be deemed to have been defeased pursuant to Section 19 hereof, such notice shall state that such redemption shall be conditional upon the receipt by the independent escrow agent selected by the District, on or prior to the date fixed for such redemption, of the moneys necessary and sufficient to pay the principal of, premium, if any, and interest on such Bonds (or portions thereof) to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect, no portion of such Bonds shall be subject to redemption on such date and the Bonds shall not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter (but in no event later than the date originally set for redemption) give notice, to the persons to whom and in the manner in which the

Redemption Notice was given, that such moneys were not so received. In addition, the District shall have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The Paying Agent shall distribute a notice of such rescission or such Redemption Notice in the same manner as the Redemption Notice was originally provided.

(iv) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall authenticate and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in principal amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(v) Effect of Redemption Notice. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside as provided in Section 19 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 6(b) hereof, together with interest accrued to such redemption date, shall be held in trust as provided in Section 19 hereof, as to be available therefor on such redemption date, and if a Redemption Notice thereof shall have been given as aforesaid, then from and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue and become payable. All money held for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds to be so redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(vi) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held irrevocably in trust as provided in Section 19 hereof for the payment of the redemption price of such Bonds or portions thereof, and accrued interest thereon to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination. The ownership of each such Bond shall be registered in the Bond Register in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, and all or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any Redemption Notice, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to principal of, premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute Owner of such book-entry Bond for the purpose of payment of principal of and premium and interest on and to such Bond, for the purpose of giving Redemption Notices and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the book-entry Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the book-entry Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of principal of, premium, if any, and interest on the book-entry Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Outstanding book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names

the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 6(c).

3. Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Bonds are held in book entry form and registered in the name of the Nominee, all payments by the District or the Paying Agent with respect to principal of and premium, if any, or interest on the book-entry Bonds and all notices with respect to such Bonds, including Redemption Notices, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise required or instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) (“Substitute Depository”); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Bonds.

SECTION 7. Execution of the Bonds. The Bonds shall be signed by the President of the Board, or any other member of the Board authorized to sign on behalf of the President, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Secretary to or Clerk of the Board, or the designees thereof, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 8. Paying Agent; Transfer and Exchange. So long as any of the Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its designated corporate trust office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the principal of and premium, if any, and interest on any Bond shall be made only to or upon the order of such Owner; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for a Bond of like Series, tenor, maturity and principal amount upon presentation and surrender at the designated corporate trust office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the designated corporate trust office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new bond or bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the principal amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by authorized officers of the District as provided in Section 7. In all cases of exchanged or transferred Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable Redemption Notice is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

SECTION 9. Payment. Payment of interest on any Bond on any Bond Payment Date shall be made to the person appearing on the Bond Register of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer to such Owner on the Bond Payment Date to the bank and account number as it appears on such Bond Register or at such other address as he or she may have filed with the Paying Agent for that purpose on or before the Record Date. The principal of, and redemption premiums, if any, payable on the Bonds shall be payable upon maturity or redemption upon surrender at the designated office of the Paying Agent. The principal of, premiums, if any, and interest on, the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are obligations of

the District payable solely from the levy of *ad valorem* property taxes upon all property within the District subject to taxation, which taxes shall be without limit as to rate or amount. The Bonds do not constitute an obligation of the Counties except as provided in this Resolution, and no part of any fund of either of the Counties is pledged or obligated to the payment of the Bonds.

SECTION 10. Form of Bonds. The Bonds shall be in substantially the form as set forth in Exhibit A hereto, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution, the Purchase Contract and the Official Statement, or to correct or cure any defect, inconsistency, ambiguity or omission therein. Pending the preparation of definitive Bonds, the Bonds may be executed and delivered in temporary form exchangeable for definitive Bonds when ready for delivery. If the Paying Agent delivers temporary Bonds, it shall execute and deliver definitive Bonds in an equal aggregate principal amount of authorized denominations, when available, and thereupon the temporary Bonds shall be surrendered to the Paying Agent. Until so exchanged, the temporary Bonds shall be entitled to the same benefits hereunder as definitive Bonds.

SECTION 11. Delivery of Bonds. The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Underwriters upon payment of the purchase price therefor.

SECTION 12. Deposit of Proceeds of Bonds. (a) The purchase price received from the Underwriters pursuant to the Purchase Contract, to the extent of the principal amount thereof, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the “Solano Community College District, Election of 2012 General Obligation Bonds, Series F Building Fund” (the “Building Fund”) of the District, shall be kept separate and distinct from all other District and County funds, and such proceeds shall be used solely for the purposes for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes authorized by the voters of the District at the Election. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. At the election of the District, (i) to the extent the Bonds are issued in more than one Series, there shall be created a separate Building Fund for each such Series of Bonds, with appropriate Series designation, and all references herein to the Building Fund shall be deemed to include any Building Fund created for a Series of Bonds or (ii) the Building Fund may be established as a subaccount of, or otherwise combined with, any fund established by the County for the purpose of holding proceeds of bonds issued pursuant to the Authorization.

The purchase price received from the Underwriters pursuant to the Purchase Contract, to the extent of any accrued interest and any net original issue premium, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the “Solano Community College District Election of 2012 General Obligation Bonds, Series F Debt Service Fund” (the “Debt Service Fund”) for the Bonds and used for payment of principal of and interest on the Bonds, and for no other purpose. At the election of the District, (i) to the extent the Bonds are issued in more than one Series, there shall be created a separate Debt Service Fund for each such Series of Bonds, with appropriate Series designation, and all references herein to the Debt Service Fund shall be deemed to include any Debt Service Fund created for a Series of Bonds, or (ii) the Debt Service Fund may be established as a subaccount of, or otherwise combined with, any fund established by the County for the purpose of holding proceeds of *ad valorem* property tax levies made to pay bonds issued pursuant to the Authorization.

Interest earnings on monies held in the Building Fund shall be retained in the Building Fund. Interest earnings on monies held in the Debt Service Fund shall be retained in the Debt Service Fund.

Any excess proceeds of the Bonds on deposit in the Building Fund not needed for the authorized purposes set forth herein for which the Bonds are being issued, upon written notice from the District, shall be transferred to the Debt Service Fund and applied to the payment of principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds in the Debt Service Fund, any such excess amounts shall be transferred to the general fund of the District, as permitted by law.

The costs of issuance of the Bonds, as well as the Underwriters' compensation, are hereby authorized to be paid either from premium withheld by the Underwriters upon the sale of the Bonds, or from the principal amount of the Bonds received from the Underwriters. To the extent costs of issuance are paid from such principal amount, the District may direct that a portion thereof, in an amount not-to-exceed 2.0% of such principal amount, in lieu of being deposited into the Building Fund, be deposited in a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose. Any excess moneys in the cost of issuance account remaining after payment of all costs of issuance shall be transferred to the County for deposit into the Building Fund or Debt Service Fund, as appropriate.

(b) Subject to federal tax restrictions, all funds held by the County hereunder shall be invested in Permitted Investments pursuant to law and the investment policy of the County. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund.

Except as required to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the principal of and interest on the Bonds when due.

SECTION 13. Rebate Fund. The following provisions shall apply to any Bonds issued as Tax-Exempt Bonds.

(a) The District shall create and establish a special fund designated the "Solano Community College District Election of 2012 General Obligation Bonds, Series F Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the "Treasury Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District in connection with the Tax-Exempt Bonds (the "Tax Certificate").

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Treasury Regulations, using as the "computation date" for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the "rebate amount" and shall not be required to deposit any amount to the Rebate

Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than 60 days after the end of (i) the fifth Bond Year, and (ii) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than 60 days after the payment of all Bonds, an amount equal to 100% of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until three years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

SECTION 14. Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due, which moneys when collected will be deposited in the Debt Service Fund of the District, and which fund is hereby designated for the payment of the principal of and interest on the Bonds when and as the same shall fall due, and for no other purpose. The District covenants to cause the Counties to take all actions necessary to levy such *ad valorem* property tax in accordance with this Section 14. Pursuant to Government Code Section 53515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* property taxes for the payment of the Bonds.

SECTION 15. Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due, which moneys when collected will be deposited in the Debt Service Fund of the District, and which fund is hereby designated for the payment of the principal of and interest on the Bonds when and as the same shall fall due, and for no other purpose. The District covenants to cause the Counties to take all actions necessary to levy such *ad valorem* property tax in accordance with this Section 14. Pursuant to Government Code Section 53515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* property taxes for the payment of the Bonds.

Pursuant to Government Code Sections 5450 and 5451, the District hereby pledges all revenues received from the levy and collection of *ad valorem* property taxes for the payment of each Series of Bonds and all amounts on deposit in the corresponding Debt Service Fund created pursuant to Section 12 to the payment of such Series of Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in such Debt Service Fund. This pledge shall constitute an agreement between the District and the Owners of such Series of Bonds to provide security for the payment of such Bonds in addition to any statutory lien that may exist.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such principal and interest. DTC will thereupon make payments of principal of and interest on the Bonds to the DTC Participants who will thereupon make payments of such principal and interest to the Beneficial Owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District, pursuant to the Education Code Section 15234.

SECTION 16. Arbitrage Covenant. The District covenants that it will restrict the use of the proceeds of the Bonds issued as Tax-Exempt Bonds in such manner and to such extent, if any, as may be necessary, so that the Tax-Exempt Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed thereunder or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

SECTION 17. Conditions Precedent. The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed

and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

SECTION 18. Official Statement. The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Secretary to the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriters to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriters a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriters are hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds, and such Underwriters are directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District’s approval of the Official Statement.

SECTION 19. Insurance. In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the principal of and interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of such principal or interest, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims of past due interest the Paying Agent shall note the Bond Insurer’s rights as subrogee on the Bond Register for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the Bond Insurer as subrogee on the Bond Register for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 20. Defeasance. All or any portion of the Outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which, together with amounts transferred from the Debt Service Fund, if any, is sufficient to pay and discharge all Bonds Outstanding and designated for defeasance (including all principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with amounts transferred from the Debt Service Fund, if any, and any other cash, if required, in such amount as will, together with interest to accrue thereon, in the opinion of an independent certified public accountant, be fully sufficient to pay and discharge all Bonds Outstanding and designated for defeasance (including all principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Bonds shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall, unless otherwise provided in the Purchase Contract or Official Statement, mean:

Direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations secured or otherwise guaranteed, directly or indirectly, as to principal and interest by a pledge of the full faith and credit of the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying United States obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (iii) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either Moody's or S&P.

SECTION 21. Nonliability of Counties. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither of the Counties, nor the respective officials, officers, employees or agents thereof, shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the Counties or a pledge of either of the Counties' full faith and credit, and the Bonds and any liability in connection therewith, shall be paid solely from *ad valorem* property taxes lawfully levied to pay the principal of or interest on the Bonds, which taxes shall be unlimited as to rate or amount.

SECTION 22. Reimbursement of Counties' Costs. The District shall reimburse the Counties for all costs and expenses incurred by the Counties and the respective officials, officers, agents and employees thereof in issuing or otherwise in connection with the issuance of the Bonds.

SECTION 23. Request to Counties to Levy Tax. The Boards of Supervisors and officers of the Counties are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all principal of and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Boards of Supervisors of the Counties to annually levy a tax upon all taxable property in the District sufficient to pay all such principal of and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The Board hereby finds and determines that such *ad valorem* property

taxes shall be levied specifically to pay the Bonds being issued to finance specific projects authorized by the voters of the District at the Election.

SECTION 24. Other Actions. (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby appoints (i) Piper Sandler & Co. and RBC Capital Markets, LLC as Underwriters and (ii) Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, all with respect to the issuance of the Bonds.

(c) Notwithstanding any other provisions contained herein, the provisions of this Resolution as they relate to the Bonds may be amended by the Purchase Contract or the Official Statement.

(d) Based on a good faith estimate received by the District from the Underwriters, the District finds that (i) the True Interest Cost of the Bonds (as defined in Government Code Section 5852.1) is expected to be approximately 4.61%, (ii) the total Finance Charge of the Bonds (as defined in Government Code Section 5852.1) is expected to be \$230,000, (iii) the total proceeds expected to be received by the District from the sale of the Bonds, less the Finance Charge of the Bonds and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is \$29,875,000, and (iv) the District expects that the Total Payment Amount (as defined in Government Code Section 5852.1), calculated to the final maturity of the Bonds, will be \$59,737,285. The information presented in this section is included in satisfaction of Government Code Section 5852.1, and shall not abrogate or otherwise limit any provision of this Resolution.

(e) The District hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Government Code Section 16.5 using DocuSign or other comparable digital signature programs.

SECTION 25. Resolution to Treasurers. The Secretary to this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer of each of the Counties immediately following its adoption.

SECTION 26. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated as of the Date of Delivery, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Board hereby approves the form of Continuing Disclosure Certificate appended to the form of the Preliminary Official Statement on file with the Secretary to the Board as of the date hereof, and the Authorized Officers, each alone, are hereby authorized to execute and deliver such Continuing Disclosure Certificate with such changes therein and modifications thereto as the Authorized Officers executing the same shall approve, such approval to be conclusively evidenced by such execution and delivery. Any Bond Holder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Bonds.

SECTION 27. Effective Date. This Resolution shall take effect immediately upon its passage.

SECTION 28. Further Actions Authorized. It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.

SECTION 29. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

PASSED, ADOPTED AND APPROVED this 18th day of October, 2023, by the following vote:

AYES: MEMBERS _____

NOES: MEMBERS _____

ABSTAIN: MEMBERS _____

ABSENT: MEMBERS _____

President of the Governing Board
Solano Community College District

ATTEST:

Secretary to the Governing Board
Solano Community College District

SECRETARY'S CERTIFICATE

I, Dr. Celia Esposito-Noy, Secretary to the Governing Board of the Solano Community College District, Solano and Yolo Counties, California, hereby certify as follows:

The foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Governing Board of said District duly and regularly and legally held at the regular meeting place thereof on October 18, 2023, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

An Agenda of said meeting was posted at least 72 hours before said meeting at a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda. A copy of said agenda is attached hereto.

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

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

Dated: October ___, 2023

Secretary to the Governing Board of the Solano
Community College District

EXHIBIT A
FORM OF BONDS

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE PAYING AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

**REGISTERED
NO.**

**REGISTERED
\$**

**SOLANO COMMUNITY COLLEGE DISTRICT
(SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES F**

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DATED AS OF:</u>	<u>CUSIP</u>
_____ % per annum	August 1, _____	_____, 2023	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Solano Community College District (the “District”) in Solano and Yolo Counties, California (the “County”), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the “Bond Payment Dates”), commencing February 1, 2024. This Bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2024, in which event it shall bear interest from the Date of Delivery. Interest shall be computed on the basis of a 360-day year of 12, 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this Bond (or, if applicable, one or more predecessor bonds) is registered, such owner being the Registered Owner, on the Register maintained by the Paying Agent, initially U.S. Bank Trust Company, National Association. Principal is payable upon presentation and surrender of this Bond at the designated corporate trust office of the Paying Agent. Interest is payable by wire transfer by the Paying Agent on each Bond Payment Date to the Registered Owner of this Bond (or one or more predecessor bonds) as shown and at the address appearing on the

bond register maintained by the Paying Agent at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date").

This Bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on November 6, 2012 (the "Election"), upon the question of issuing bonds in the amount of \$348,000,000 and the resolution of the Governing Board of the District adopted on October 18, 2023 (the "Bond Resolution"). This Bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code. This Bond and the issue of which this Bond is one are payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with Education Code Sections 15250 and 15252. Pursuant to Government Code Section 53515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of such *ad valorem* property taxes.

Pursuant to Government Code Sections 5450 and 5451, the District has pledged all revenues received from the levy and collection of *ad valorem* property taxes for the payment of the Bonds, and all amounts on deposit in the Debt Service Fund (as defined in the Bond Resolution), to the payment of the Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in the Debt Service Fund, and shall constitute an agreement between the District and the Registered Owners of the Bonds to provide security for the payment of the Bonds in addition to any statutory lien that may exist

The bonds of this issue comprise \$_____ principal amount of current interest bonds, of which this bond is a part (collectively, the "Bonds").

This Bond is exchangeable and transferable for a Bond of like series, tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated corporate trust office of the Paying Agent by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required to (a) issue or transfer any Bond during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) transfer any Bond which has been selected or called for redemption in whole or in part.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturity dates. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole or in part, on any date on or after August 1, 20__, at a redemption price equal to the principal amount of the Bonds called for redemption, together with interest accrued thereon to the date of redemption, without premium.

The Bonds maturing on August 1, 20__ (the “20__ Term Bonds”), are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount of such 20__ Term Bonds to be so redeemed, the dates therefor, and the final principal payment date are as indicated in the following table:

Redemption Dates

Principal Amounts

TOTAL

In the event that a portion of the 20__ Term Bonds is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 of principal amount, in respect of the portion of such 20__ Term Bonds optionally redeemed.

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be selected as directed by the District, and if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or any integral multiple thereof. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called by the Paying Agent as directed by the District, and if not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of certain defined terms used herein, as well as the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The Registered Owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay the principal of and interest on the Bonds when due.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the Solano Community College District, Solano and Yolo Counties, California, has caused this Bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Governing Board of the District, and to be countersigned by the manual or facsimile signature of the Secretary to the Governing Board of the District, all as of the date stated above.

SOLANO COMMUNITY COLLEGE DISTRICT

By: _____ (Facsimile Signature)
President, Governing Board

COUNTERSIGNED:

(Facsimile Signature)
Secretary to Governing Board

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2023.

By: U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Paying Agent

Authorized Officer

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this Bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within Bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

(Facsimile Signature)

Secretary to Governing Board

(Form of Legal Opinion)

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

TO: Members of the Governing Board

**SUBJECT: RATIFICATION OF CONTRACT TO LEDBETTER
ELECTRIC FOR EMERGENCY SERVICES FOR THE
LLRC BUILDING MAIN ELECTRICAL FEED REPAIR**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Board approval is requested to ratify an agreement executed on August 23, 2023 with Ledbetter Electric to provide emergency electrical repair services for the LLRC Building. Execution of this agreement was needed in a timely manner in order to complete necessary electrical repairs to the LLRC Building during the Labor Day weekend. This repair work required the complete shutdown of the District's IT network.

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 update equipment.

Ed. Code: Board Policy: Estimated Fiscal Impact: \$85,714.00 Measure Q Funds

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

Lucky Lofton
V.P., Facilities & Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
V.P., Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

October 9, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Dr. Celia Esposito-Noy
Superintendent-President

October 18, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: RATIFICATION OF CONTRACT TO LEDBETTER
ELECTRIC FOR CONSTRUCTION SERVICES FOR THE
LLRC BUILDING EMERGENCY ELECTRICAL REPAIR**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The scope of work included the removal and replacement of approximately eight hundred fifty (850) lineal feet of electrical cables running from Substation #4 to the LLRC Building. One of the parallel phases providing power to the LLRC building was damaged by an adjacent project and needed to be repaired/replaced.

Bids were requested directly from two pre-approved electrical contractors on the District's UPCCAA List. The Bids were reviewed by Department of Finance and Purchasing for compliance and the Bond Team for scope and value. Ledbetter Electric provided the lowest responsible and responsive bid.

The Board is asked to ratify the agreement with Ledbetter Electric in the amount of \$85,714.00.

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



Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534-3197

Vendor: Ledbetter Electric Inc
1004 Yuba St
Marysville CA 95901-4829

PO Number: **P0240494**

Issue Date: **08/29/23**

Deliver By: **09/02/23**

***** The purchase order number must appear on all invoices, delivery slips, packages and in all correspondence. *****

Send Billing Invoice to:

Solano Community College
ATTN: Accounts Payable
PLEASE EMAIL TO:
accountspayable@solano.edu

Ship to:

Measure Q -Early Learning Center-NR
4000 Suisun Valley Road
Bldg 1900 - Warehouse
Fairfield CA 94534

Buyer

Handel Malone

Vendor Fax

Description

Quantity

Unit Cost

Total Cost

Project: Measure Q - Early Learning Center Expansion
EMERGENCY ELECTRICAL REPAIR - LLRC BUILDING
Per the proposal dated 8/21/2023

Construction services agreement for construction services for emergency repair of the LLRC Electrical Line. Contract scope and pricing include: contractor safeoff and removal of the existing damaged conductors (4#500kcmil and 1#4/0) in one of the five parallel runs from ATS-LLRC at Substation#4 to Panel HMDB at the LLRC Building; Provide and install (2)4" conduit repair kits and (1)2-1/2" conduit repair kit to repair the damaged

1.00 EA

85,714.0000

85,714.00

Requisition No. R0024132

TOTAL: CONTINUED

GENERAL TERMS AND CONDITIONS

- * Prior approval must be made for price increase, shipping charge, any deviation from items ordered and delays in shipping past 45 days from order.
- * District does not pay on statements, please invoice via email to: accountspayable@solano.edu. TELEPHONE 707-864-7147.
- * Deliveries must be made at the District Warehouse, address above. Warehouse hours are 8:00 AM to 4:30 PM, Monday through Friday, except holidays. WAREHOUSE TELEPHONE (707) 864-7000 EXT. 4434.
- * Shipment must be prepaid unless otherwise noted. Shipping lists with PO number must be included.
- * Items ordered must meet CAL-OSHA Regulations in effect on date of shipment.
- * The District reserves the right to cancel and (or) return items at shipper's cost for any items delivered not meeting the terms, conditions, and specifications of the purchase order.

APPROVED: _____

Susan Wheat, MBA
VP, Finance and Administration

VENDOR COPY



Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534-3197

Vendor: Ledbetter Electric Inc
1004 Yuba St
Marysville CA 95901-4829

PO Number: **P0240494**

Issue Date: **08/29/23**

Deliver By: **09/02/23**

***** The purchase order number must appear on all invoices, delivery slips, packages and in all correspondence. *****

Send Billing Invoice to:

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ATTN: Accounts Payable
PLEASE EMAIL TO:
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Ship to:

Measure Q -Early Learning Center-NR
4000 Suisun Valley Road
Bldg 1900 - Warehouse
Fairfield CA 94534

Buyer

Handel Malone

Vendor Fax

Description

Quantity

Unit Cost

Total Cost

conduits; Provide and install new conductors (4#500kcmil and 1 #4/0) in the repaired 4" conduit from ATS-LLRC at Substation #4 to Panel HMDB at the LLRC Building; Test new conductor insulation, terminate and check voltage to re-energize the LLRC Building; mandrel conduit; test existing cables in 2-1/2" existing conduit; and meggar test conductors in LLRC Building parallel feed in-place Include overtime rate for work on Saturday 9/2/23, prevailing wages, and payment & performance bonds.

Requisition No. R0024132

TOTAL: 85,714.00

GENERAL TERMS AND CONDITIONS

- * Prior approval must be made for price increase, shipping charge, any deviation from items ordered and delays in shipping past 45 days from order.
- * District does not pay on statements, please invoice via email to: accountspayable@solano.edu. TELEPHONE 707-864-7147.
- * Deliveries must be made at the District Warehouse, address above. Warehouse hours are 8:00 AM to 4:30 PM, Monday through Friday, except holidays. WAREHOUSE TELEPHONE (707) 864-7000 EXT. 4434.
- * Shipment must be prepaid unless otherwise noted. Shipping lists with PO number must be included.
- * Items ordered must meet CAL-OSHA Regulations in effect on date of shipment.
- * The District reserves the right to cancel and (or) return items at shipper's cost for any items delivered not meeting the terms, conditions, and specifications of the purchase order.

APPROVED: _____

Susan Wheat, MBA
VP, Finance and Administration

VENDOR COPY

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO HMR ARCHITECTS, INC. FOR
THE B1400 MODERNIZATION PROJECT (PHASE 1)**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Board approval is requested for the award of a professional services agreement to HMR Architects, Inc. for Architectural Services for the B1400 Modernization Project (Phase 1). This project consists of design services to support the replacement of the existing built up roof and replacement of the aluminum storefront double doors throughout the facility.

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 update equipment.

Ed. Code: N/A Board Policy: N/A Estimated Fiscal Impact: \$86,300 Measure Q Funds

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

Lucky Lofton
V.P., Facilities & Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
V.P., Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

October 9, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Dr. Celia Esposito-Noy
Superintendent-President

October 18, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO HMR ARCHITECTS, INC. FOR
THE B1400 MODERNIZATION PROJECT (PHASE 1)**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The scope of work for the architectural team includes full architectural and engineering services for all phases of the project, including design, DSA (Division of the State Architect) submittal and construction administration.

An RFP (Request for Proposals) was issued to the District's Architectural Services consultant pool, which was Board approved at the April 17, 2019 Board Meeting. One (1) proposal was received. The proposal sufficiently addressed the requested outcomes of the RFP, and pricing is comparable to that of previous modernization projects.

The Board is asked to approve a professional services contract with HMR Architects, Inc. in the amount not to exceed \$86,300.

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

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #3 TO OPTONY INC. FOR
ADDITIONAL PROFESSIONAL SERVICES FOR THE
DISTRICT'S SOLAR ENERGY PROJECT**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

On April 21, 2021 the Board approved a professional services contract to Optony Inc. for renewable energy consultant services for the District's Solar Energy Project. On October 20, 2021, and March 1, 2023 the Board approved Amendments #1 and #2 to increase the professional services agreement with Optony Inc. for additional services needed to complete the 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: Renovating existing instructional space and equipment.

Ed. Code: N/A Board Policy: N/A Estimated Fiscal Impact: \$54,450.00 Measure Q Funds

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

Lucky Lofton
V.P., Facilities and Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
V.P., Facilities and Executive Bonds Manager

VICE PRESIDENT APPROVAL

October 9, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 18, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #3 TO OPTONY INC. FOR
ADDITIONAL PROFESSIONAL SERVICES FOR THE
DISTRICT'S SOLAR ENERGY PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Board approval is now requested to award Amendment #3 to Optony Inc. for additional renewable energy consultant services needed for the Solar Energy Project and to extend the term of the Agreement.

Additional consultant services are needed due to new and unexpected Battery Energy Storage System (BESS) requirements from the Division of the State Architect (DSA) that were recently implemented and enforced on this project. These new requirements have forced the project to shift to a different Battery Energy Storage System (BESS), which has required additional redesign of the electrical equipment and structural pads. These changes in the design and equipment have caused delays to the overall completion of the project. This additional scope of work is in addition to the original scope of the Consultant.

\$ 119,375.00 Original Contract Amount
\$ 29,370.00 Approved Amendment #1
\$ 31,300.00 Approved Amendment #2
\$ 54,450.00 Proposed Amendment #3
\$ 234,495.00 Proposed New Contract Amount

The Board is asked to approve this contract Amendment #3 to Optony Inc. in an amount not to exceed \$54,450.00 and to extend the contract term through June 30, 2024.

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

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO MORGAN FENCE CO., INC.
FOR CONSTRUCTION SERVICES FOR THE VACAVILLE
PROPERTY FENCE PROJECT**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Board approval is requested for award of a construction services contract to Morgan Fence Co., Inc. for the Vacaville Property Fence Project located at the District's undeveloped parcel in Vacaville adjacent to the Nut Tree Airport. The project consists of the installation of a new chain-link fence and vehicular gate, needed to enclose the District's parcel. The parcel is being enclosed due to recent vandalism.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: N/A Board Policy: N/A Estimated Fiscal Impact: \$53,695 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton
V.P., Facilities & Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
V.P., Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

October 9, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 18, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO MORGAN FENCE CO., INC.
FOR CONSTRUCTION SERVICES FOR THE VACAVILLE
PROPERTY FENCE PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Quotes were requested from multiple fencing contractors for this work. The District received one (1) quote from Morgan Fence Co., Inc. Morgan Fence Co., Inc. is a vendor on the District's Pre-Approved contractor list for the District's Board-Approved UPCCAA (Uniform Public Construction Cost Accounting Act) Program. Based upon the submitted quote, Morgan Fence Co., Inc.'s pricing was determined to be fair and appropriate for the scope of work requested.

The Board is asked to approve a contract with Morgan Fence Co., Inc. in the amount of \$53,695.00.

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

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CHANGE ORDER #1 TO WATERWORKS INDUSTRIES INC. FOR THE FAIRFIELD CAMPUS POOL DECK REPLACEMENT PROJECT

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Board Approval is requested for Change Order #1 to Waterworks Industries, Inc., for the Pool Deck Replacement Project. On April 5, 2023 the Board approved an agreement with Waterworks Industries, Inc. for the Fairfield Campus Pool Deck Replacement Project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$165,711.00 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION:

<input checked="" type="checkbox"/>	APPROVAL	<input type="checkbox"/>	DISAPPROVAL
<input type="checkbox"/>	NOT REQUIRED	<input type="checkbox"/>	TABLE

Lucky Lofton
V.P., Facilities and Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton

V.P., Facilities and Executive Bonds Manager

VICE PRESIDENT APPROVAL

October 9, 2023

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

☒ **APPROVAL** ☐ **DISAPPROVAL**
☐ **NOT REQUIRED** ☐ **TABLE**

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

October 18, 2023

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CHANGE ORDER #1 TO WATERWORKS INDUSTRIES
INC. FOR THE FAIRFIELD CAMPUS POOL DECK
REPLACEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

During the process of construction and RFI/Submittal review, the following changes needed to be made:

- COR 2.4: During demolition of the pool deck unforeseen underground utilities servicing the pool and adjacent areas were encountered. This required additional site exploration, potholing, and hand digging.
- COR 3.2 & 7.3: The underwater pool lights needed to be relocated/ rerouted due to the existing depth of the system. This requires all new conduit, wiring, and light fixtures.
- COR 5.3: Existing utilities created a conflict with the new slot drain system for the pool. The existing utilities needed to be relocated due to the necessary location for the slot drain system.
- COR 6.1: The existing hose bib system needed to be relocated/rerouted due to the existing depth of the system. This requires all new piping and fixtures.

Waterworks Industries Inc.'s Change Order #1 request includes all the costs of both time and materials for the above listed items and extends the contract time by fifty-nine (59) days.

Following is a summary of the contract and impact of Change Order #1 if approved:

Original Contract Sum	\$ 2,073,457.50
Prior Change Orders	\$ 0.00
Proposed Change Order #1	<u>\$ 165,711.00</u>
Proposed New Contract Amount	\$ 2,239,168.50

The Board is asked to approve Change Order #1 to Waterworks Industries Inc., in the amount of \$165,711.00.

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

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

TO: Members of the Governing Board

**SUBJECT: EQUIPMENT ORDER TO STERLING FOR
INFORMATION TECHNOLOGY INFRASTRUCTURE
PROJECT – ADDITIONAL UPGRADES AND REFRESH**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Board approval is requested for an equipment order to Sterling for the Information Technology Infrastructure Project – Additional Upgrades and Refresh. The scope of work includes all necessary equipment required to replace the outdated wireless access points district-wide to meet current standards.

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 upgraded technology equipment for continuity of future operation

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$250,115.36 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton
V.P., Facilities & Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
V.P., Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

October 9, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 18, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: EQUIPMENT ORDER TO STERLING FOR
INFORMATION TECHNOLOGY INFRASTRUCTURE
PROJECT – ADDITIONAL UPGRADES AND REFRESH**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was requested from Sterling. The proposal was reviewed, and the proposed pricing was determined to be fair and appropriate to the scope of work requested. All pricing includes discounts from NASPO CA MNWNC-108 | 7-15-70-34-003, a piggyback contract.

The Board is asked to approve a purchase order to Sterling in the amount of \$250,115.36.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #2 TO ALLANA BUICK & BERS, INC. FOR ADDITIONAL ON-SITE MONITORING AND DESIGN SERVICES FOR THE VACAVILLE WATER INTRUSION PROJECT

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

On April 19, 2023 the Board approved a Professional Services contract to Allana Buick & Bers, Inc. (ABB). Scope of services for the project include providing on-site investigation of existing water intrusion throughout the facility and production of a comprehensive report detailing remedies. Consultant completed nozzle testing, limited destructive testing to observe impacts to interior of walls, and a final report was distributed to District stakeholders.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- ☐ Help our students achieve their educational, professional and personal goals
☐ Basic skills education
☐ Workforce development and training
☐ Transfer-level education
☒ Other: Renovating existing instructional space and equipment.

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$89,800.00 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton
VP, Facilities & Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
VP, Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

October 9, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 18, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #2 TO ALLANA BUICK &
BERS, INC. FOR ADDITIONAL ON-SITE MONITORING
AND DESIGN SERVICES FOR THE VACAVILLE WATER
INTRUSION PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The consultant produced a comprehensive report addressing the results throughout the facility. The report produced recommendations to address the water leakage in eight (8) compromised locations, and included a proposal for design solutions, on-site monitoring during the repairs, and re-testing the subject locations upon completion of the remedies.

Board approval is requested for Amendment #2, which includes a time extension through March 31, 2024, fee for Design Services to resolve leaks at the Vacaville Center Lecture Hall, Lab 138 at levels 1 and 2, the Lobby/Atrium entrances, and Men's Restrooms. The amendment includes funds for Construction Phase testing services after repairs have been completed.

Agreement Summary:

\$ 82,600.00	Original Contract Amount
\$ 3,360.00	Amendment #1
<u>\$ 89,800.00</u>	Proposed Amendment #2
\$ 175,760.00	New Contract Amount

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

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

TO: Members of the Governing Board

**SUBJECT: AGREEMENT RENEWAL WITH CHABOT-LAS POSITAS
COMMUNITY COLLEGE DISTRICT FOR CALIFORNIA
EARLY CHILDHOOD MENTOR PROGRAM**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

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

The CLPCCD has received a grant from the CA State Dept of Education for the purposes of operating a Mentor Program which will provide such services as: coordinating and offering an adult supervision course and seminars for mentors and directors; coordinating and developing mentoring programs; offering honoraria for faculty working with the college mentoring program; providing books and other instructional materials for mentors; and printing and copying mentor materials.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
David Williams, Ph.D. Vice President, Academic Affairs		
PRESENTER'S NAME 4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS 707 864-7117		Celia Esposito-Noy, Ed.D. Superintendent-President
TELEPHONE NUMBER David Williams, Ph.D. Vice President, Academic Affairs		October 18, 2023
VICE PRESIDENT APPROVAL October 6, 2023		DATE APPROVED BY SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		

To whom it may concern:

The **California Early Childhood Mentor Program (CECMP)**, funded by the **California Department of Social Service (CDSS)**, supports Mentors throughout California in providing leadership and guidance to students entering the Early Childhood Education (ECE) profession and current child care directors and teachers. Partnering with nearly 100 Community Colleges – and growing – the Mentor Program supports a diverse workforce of family child care programs, private child care centers, State Preschools and Head Start programs.

As a California Community College, you may be wondering if signing the attached Letter of Agreement will be of cost to your college. The answer is no. The CECMP also provides funds to the Designated Coordinator of the CECMP Program at your college for the management and facilitation of the CECMP at your college.

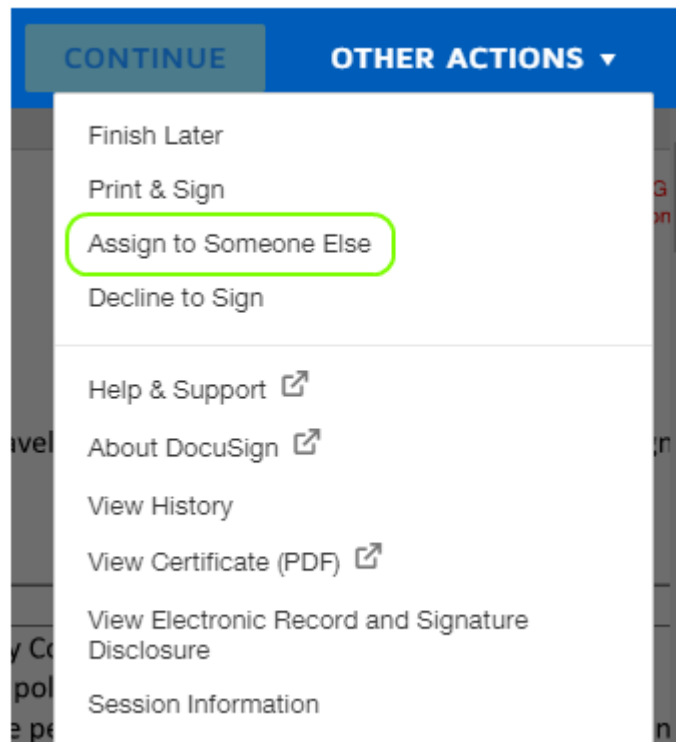
Please have the appropriate person, who is designated to sign the "Letter of Agreement" for your college, review and sign the attached documents indicated by "Contractor," as soon as possible.

If you have any questions about what this partnership entails, please contact the CECMP Director, Neva Bandelow, at nmbandelow@chabotcollege.edu or at 510-723-6625.

COORDINATORS RECEIVING THIS DOCUSIGN -

You will be receiving your College's LOA/Attachment A on behalf of your college. In many cases, you are not the designated "Contractor" responsible for signing this official document. In this case, you will want to "ASSIGN TO SOMEONE ELSE." Please follow the instructions below on how to forward this document to the appropriate official. The new signer can be anyone, as long as you know their email address.

STEP 1: After you open the documents, in the top menu, select **OTHER ACTIONS** --> Assign to Someone Else.

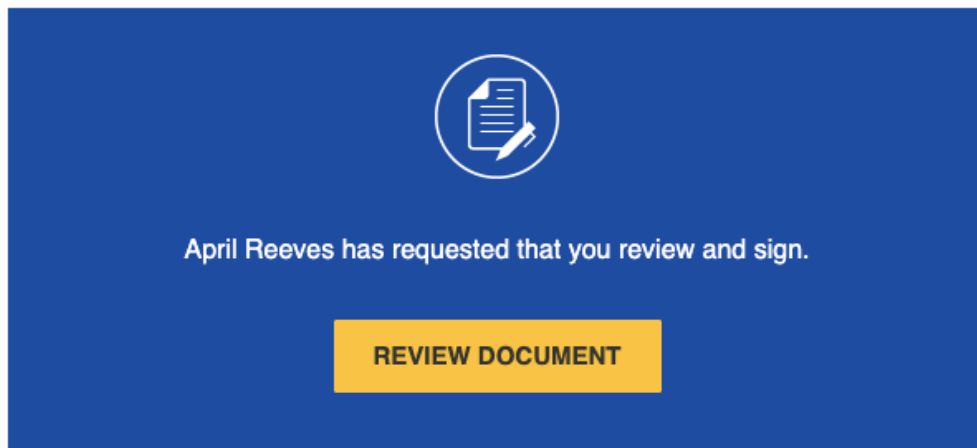


STEP 2: Enter the new signer's email address, name, and a reason for changing the signing responsibility.

(STEP 3 CONTINUED ON NEXT PAGE)

STEP 3: When you're finished, select **ASSIGN TO SOMEONE ELSE**.

All of the fields that were assigned to you are assigned to the new signer, and any fields you might have completed before you changed the signing responsibility are reset. The sender and the new signer receive a notification about the change, and you become a Carbon Copy (CC) recipient of the envelope documents. The notification to the new signer looks like this:



Sarah Sender
sarah.sender@example.com

April Reeves received documents to electronically sign from Sarah Sender, but determined that you should sign in their place.

PRIVATE MESSAGE

From Reassigner: Jim should sign this!

Jim Smith,

Please DocuSign Spousal_Consent_Form.pdf



Attachment A

Solano Community College/Solano County Community College District

July 1, 2023 – June 30, 2024

A. Chabot-Las Positas Community College District on behalf of the California Early Childhood Mentor Program shall provide the following resources for implementation of the Contractor's program, subject to the District's approval:

1. Updated materials and assistance to facilitate implementation of the program including a *Coordinator Handbook*, *LiveBinders*, reporting forms and one-on-one technical assistance.
2. \$1485.00 for instructional costs related to the offering of a Mentor and Director Mentor Seminar, as described in the *Coordinator Handbook*.
3. \$2806.00 for the Contractor's Local Coordinator to implement and develop the program, arrange for the course offering, recruit prospective Mentors, place student teachers with Mentors and approve Post-Practicum, Individual Student Mentoring, Mentoring Record, Birth to Three/FCCH Mentoring Record, Mentoring Practicum Request, Director Mentoring Birth to Three/FCCH Mentoring Request, Director Mentoring Record Request, and Director Mentor Placement Contract Request. The Contractor's Coordinator may be paid directly by the Chabot-Las Positas Community College District in the sole discretion of the District. The District reserves the right to withhold and/or reduce the Coordinator payment if responsibilities listed in Section B are not fulfilled in a timely manner.
4. \$6480.00 in stipend support for 3 Mentors. All stipends will be paid directly by the Chabot-Las Positas Community College District and calculated according to the formula and procedures reflecting the most recent budget allotment, and as may reasonably be revised by the District. Stipends are for the following purposes:
 - Practicum placement(s) for mentoring practicum students placed with Mentors
 - Post-Practicum Stipend(s) to support Mentors for continued mentoring of protégés who were former practicum students placed with Mentors
 - Individual Student Mentoring Contract(s) to support pairing a Mentor with an Early Childhood Education student for non-course based contact time
 - Mentoring Record Hour(s) to support Mentors as they offer hourly mentoring services



- Birth to Three/FCCH Mentoring Record Hour(s) to support Mentors as they offer hourly mentoring services for Infant/Toddler and Family Child Care teachers and providers
 - Mentor Seminar stipends for Mentors for fulfilling the requirements as set forth on the *CECMP website*.
5. \$214.00 for printing and copying costs for program implementation or Mentor materials, as stipulated in the *Coordinator Handbook*. The Contractor's Coordinator may be reimbursed directly by the Chabot-Las Positas Community College District in the sole discretion of the District, or through their local college.
 6. \$2500.00 in stipend support for Selection Committee members. All stipends will be paid directly by the Chabot-Las Positas Community College District and calculated according to the formula and procedures reflecting the most recent budget allotment, and as may reasonably be revised by the District.
 7. \$2840.00 in stipend support for Director Mentors. All stipends will be paid directly by the Chabot-Las Positas Community College District and calculated according to the formula and procedures reflecting the most recent budget allotment, and as may reasonably be revised by the District. Stipends are for the following purposes:
 - Birth to 3 Family Childcare Director Mentoring
 - DM Mentoring Record
 - DM Placement Contract

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

1. Submitting this signed **Letter of Agreement** to the District no later than **December 31st of this contract year**.
2. Promoting the program on campus and in the community and updating coordinating supervisor and department heads where applicable regarding the Mentor Program.
3. Enrolling teachers and providers in the Mentor Teacher/Adult Supervision Course, based on the sample syllabus provided on the CECMP website and as may reasonably be revised by the District. The Contractor as a college agrees to enroll students and to issue credit. The Contractor also agrees that it will accrue no ADA when instructional costs are reimbursed. Students pay tuition if they are receiving credit.
4. Adhering to the Policy on the Mentor Option in Campus Labs as currently described on the CECMP website and as may reasonably be revised by the District. Lab hours must be in person, unless authorized by the CECMP State office.



5. Petitioning the District in writing that Mentor pool size be increased in an academic year. In such cases, determination will be made by Mentor Program staff based on current statewide allocations and student placement rates at the local college.
6. Maintaining eligibility requirements for Mentor Teachers in accordance with program policy as currently described on the *CECMP website and Coordinator Handbook*, and as may reasonably be revised by the District.
7. Selection and Re-Certification as outlined in the *Coordinator Handbook* and *Selection Committee Handbook*.

Professional Growth

8. Facilitating or arranging for facilitation by Mentors with at least 3 years of experience with the program (for leadership development purposes) of a 1-2-unit credit-optional monthly Seminar for Mentors to build a reflective community of practice to discuss issues they confront in mentoring student teachers, combined with further study of reflective supervision, leadership and mentoring skills.
9. Facilitating or arranging for facilitation on a rotating basis with Director Mentors with at least 3 years of experience with the program (for leadership development purposes) of a Seminar for directors to study administrative issues, quality improvement strategies, leadership development and mentoring issues. Documentation of meeting notes and sign in sheets are to be sent to the main office quarterly.
10. Providing Mentor Seminar Instructors with Mentor and leadership materials such as the *Braving Trust*, or other current instructional materials as supplied by the District.
11. Ensuring that facilitators for the Mentor Seminars are regularly evaluated in accordance with college policies.
12. Supporting Mentor In-Service Training activities with Mentor materials and other appropriate funding where available.

Placements and Stipend Activities

13. Working within the college's administrative procedures to institutionalize the Mentor Program. This includes seeking curriculum committee approval for courses, including program information in the college catalog and course schedule, and establishing load credit for practicum instructors who support placements with Mentors.
14. Providing the District with official course outlines for all courses in which students may be placed with Mentors.



15. Placing students with Mentors, acting as intermediary between the student and Mentor, and monitoring the Mentors' work. The college agrees to offer the placement with a Mentor as an alternative to the existing practicum course(s).
16. Overseeing student placements with Mentors to ensure only one student will be in the Mentor's classroom at a time.
17. Approving the following as currently described in the *Coordinator Handbook*, and as may reasonably be revised by the District:
 - Mentor-protégé contracts for Post-Practicum placements;
 - Mentor-student contracts for Individual Student Mentoring;
 - Hourly Mentoring Record stipends for short-term mentoring services;
 - Hourly Birth to Three/FCCH Mentoring Record stipends for short-term mentoring services for Infant/Toddler and Family Child Care teachers and providers;
 - Mentoring Practicum Request;
 - Director Mentoring Birth to Three/FCCH Mentoring Request;
 - Director Mentoring Record Request;
 - Director Mentor Placement Contract Request;
18. Serving, if requested and willing, as a Field Trainer as currently described in the *Coordinator Handbook*, and as may reasonably be revised by the District.

Payments

19. Acknowledging that the Coordinator's stipend and any reimbursements due to the college will be withheld until the Letter of Agreement is received by the Mentor Program Office at Chabot College.
20. Maintaining records of all costs and disbursements and reporting these monthly to the CECMP in a timely and accurate manner within thirty days of expenditures. Pay may be docked in the following years' Letter of Agreement for all late paperwork.
21. Making and enforcing deadlines with all Mentors for dates when their forms must be submitted to the Coordinator.
22. Submitting all forms approving the placement within 30 days of placement beginning.
23. Submitting authorizations to pay all stipends within 30 days following the end of the placement.



24. Submitting all final fiscal reporting to the CECMP no later than the final fiscal year deadline (typically mid-May), in accordance with the *Payment Schedule* as provided to the Coordinator each contract year.
25. Submitting all requests for reimbursement to the CECMP monthly in accordance with the *Payment Schedule* as provided to the Coordinator each contract year.
26. Acknowledging that the Coordinator's payment may be withheld and/or reduced if reporting is not accomplished in a timely manner, and may be reflected in following years' budget.

Evaluations

27. Requiring completion of protege/mentee Evaluation of Mentor Teacher and/or Director Mentor.

Agreements and Reports

28. Submitting all stipend requests through the CECMP Reimbursement Site by **May 13 of each contract year**
29. Completing and submitting to the District Quarterly Reports as follows:
 - First Quarter: July 1- September 30, **due October 9 of each contract year**
 - Second Quarter: October 1 to December 31, **due January 8 of each contract year**
 - Third Quarter: January 1 to March 31, **due April 8 of each contract year**
 - Annual Report: July 1 – June 30, **due July 8 of each contract year**
30. Completing and submitting to the CECMP all Annual Reporting materials on or before **July 8 of each contract year**.

Mentor Program Meetings

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

Maintaining Records

33. Keeping records on each Mentor and Director Mentor's placement history, student evaluations of the Mentor, the Mentor's application and re-certification,



and stipend amounts. Being prepared to submit those records to the main office or during a program audit or evaluation upon request.

34. Maintaining program data and records in archives for seven years.

C. Contractor will designate an instructor who will be responsible for teaching the Mentor Teacher/Adult Supervision Course, a 2-unit course on adult supervision skills for Mentor candidates, based on a course syllabus included on the CECMP website, and as may be reasonably revised by the District.

D. Contractor agrees to provide the following resources for implementation of the program:

1. Facilities for the Mentor Teacher/Adult Supervision Course, Selection Committee training and meetings, the Mentor Seminar as currently described on the *CECMP website* and as may be reasonably revised by the District.
2. Funds for program costs in excess of amounts provided in Section A of this agreement.

E. District reserves the right to withdraw the resources listed in Section A for non-performance of activities and requirements listed in Sections B through D. Written notice of such withdrawal—and a procedure and timeline to appeal such a decision—will be provided to the Contractor. Under some circumstances a program may be put on written probationary notice for six months to one year, and a determination will be made after performance is reviewed if resources will be withdrawn.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT AGREEMENT

CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM

This Agreement is being executed as of August 15, 2023 for the contract term beginning July 1, 2023, entered into by and between: the Chabot-Las Positas Community College District (CLPCCD), hereinafter known as the "District," on behalf of its California Early Childhood Mentor Program, hereinafter known as the "Mentor Program," and Solano Community College/Solano County Community College District, hereinafter known as "Contractor."

This agreement is entered into through the Chabot-Las Positas Community College District Board of Trustees approval process, pursuant to its meeting on August 15, 2023.

Appropriation or Grant Number 312093

RECITALS:

Whereas, the Chabot-Las Positas Community College District has applied for and has received a grant from the California Department of Social Services for the purposes of operating a Mentor Program; and

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

Now, therefore, the parties agree as follows:

1. **TERM:** The term of this Agreement shall commence on July 1, 2023 and terminate June 30, 2024 except as otherwise set forth in this agreement.
2. **SERVICES TO BE RENDERED BY CONTRACTOR:** The services to be rendered are incorporated by reference as in attachment A. If any terms of the attachment and this Agreement are in conflict, this Agreement shall prevail.
3. **PAYMENT:** Request for stipend, or other covered reimbursements, to be submitted on the State office's reimbursement site and payment as a stipend to be made by District to Contractor shall be as set forth in Attachment A.
4. **INDEPENDENT CONTRACTOR:** The parties agree that with regard to this Agreement, Contractor is an independent contractor and not an employee of the District.

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

5. EXPENSES FOR EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: Contractor shall supply, at no cost or charge to District, all equipment, tools, materials, and/or supplies to accomplish the services agreed to be performed unless otherwise provided in this agreement; District shall not be liable to Contractor for any expenses paid or incurred by Contractor not provided for in this agreement unless otherwise agreed to in advance in writing.

6. ASSIGNMENT: Contractor shall not assign this Agreement nor the consideration payable under this Agreement without the written consent of the District.

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

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

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

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

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

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

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

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

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

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

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

- a) Contractor agrees to defend and indemnify and hold harmless District, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of Contractor, its Board of Trustees, officers, agents, and employees.
- b) Contractor's obligations under this section 16 shall survive the termination of this Agreement.

17. **COMPLIANCE WITH LAWS AND REGULATIONS:** Contractor shall keep informed of all laws and governmental regulations that may affect its obligations. It shall observe and comply with, and shall cause all its agents, employees, consultants, and subcontractors to observe and comply with all said laws and regulations, including obtaining business permits and licenses that may be required to carry out the work to be performed under this Agreement, including all applicable provisions for subrecipient monitoring of federal funding awards.

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

19. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, District and Contractor shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national

origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. District and Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. District and Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as it set forth in full. District and Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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


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

22. COLLEGE COODINATOR: By Contractor signing this agreement, they understand that the California Early Childhood Mentor Program is coordinated by the College's designated CECMP Coordinator.

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

"District"

"Contractor"

By:  CB9B9886F1744F...

By: _____

Signature of CLPCCD person
authorized to execute agreement

Signature

Print Name: Jonah Nicholas

Print Name: _____

Title: Vice Chancellor Business
Services

Title:

Date:

9/26/2023

Address:

Date:

Recommended By:

Signature:

DocuSigned by:

Neva Bandelow

50B14C9BCD0042A...

Print Name: Neva M. Bandelow

Title: Director, California Early Childhood Mentor Program

Address: 25555 Hesperian Blvd, Hayward, CA 94545

Date:

9/26/2023

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

TO: Members of the Governing Board

**SUBJECT: UPDATE ON REPORT TO THE ACCREDITING
COMMISSION FOR COMMUNITY AND JUNIOR
COLLEGES (ACCJC)**

REQUESTED ACTION:

☒ Information OR ☐ Approval
☐ Consent OR ☐ Non-Consent

SUMMARY:

As part of the regular cycle of accreditation, SCC's comprehensive review by the ACCJC will take place in Fall 2024, culminating in a Focused Site Visit during the week of September 23, 2024. In preparation, Dr. David Williams, Dr. Saki Cabrera and Professor Isabel Anderson will give an update on the process and progress of our Institutional Self-Evaluation Report (ISER).

A draft of the ISER will be provided to the Governing Board Subcommittee on Accreditation no later than November 1.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: None</i>
SUPERINTENDENT'S RECOMMENDATION:		<input type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input checked="" type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
David Williams, Ph.D. Vice President, Academic Affairs		
PRESENTER'S NAME 4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS 707 864-7117		Celia Esposito-Noy, Ed.D. Superintendent-President
TELEPHONE NUMBER David Williams, Ph.D. Vice President, Academic Affairs		October 18, 2023
VICE PRESIDENT APPROVAL October 4, 2023		DATE APPROVED BY SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		